

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 20th day of November 20 07

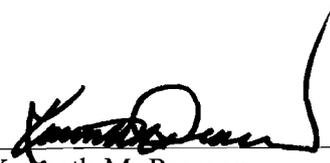
the following, among other proceedings, were had, viz:

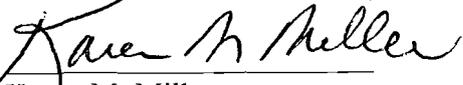
Now on this day the County Commission of the County of Boone does hereby approve the agreement with Malicoat-Winslow Engineers, P.C. for Public Works Project #2007363 – Tank Farm Insulation. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

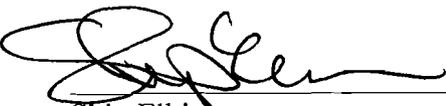
Done this 20th day of November, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 20th day of November, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: MALICOAT-WINSLOW ENGINEERS, P.C.

Project/Work Description: BOONE COUNTY PUBLIC WORKS-TANK FARM INSULATION \$7825.00

Proposal Description: See attached Scope of Services and Fee Schedule dated November 9, 2007 and issued by Malicoat-Winslow Engineers, P.C.

Modifications to Proposal: Fees and expenses shall not exceed \$7,825.00 without prior written approval of Owner.

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

MALICOAT-WINSLOW ENGINEERS, P.C.

BOONE COUNTY, MISSOURI

By Fred Malicoat
Title V.P.

By [Signature]
Presiding Commissioner

Dated: 11-29-07

Dated: 11/20/07

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

Jane E. Pitchford 11/14/07
Auditor by cej Date 2040-71101

MALICOAT-WINSLOW ENGINEERS, P.C.
5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E.
573-875-1300 EXT 22

MECHANICAL AND ELECTRICAL ENGINEERS
email: info@mwengrs.com
Fax 573-875-1305

CARROLL E. WINSLOW, P.E.
573-875-1300 EXT 23

November 9, 2007

Mr. David Mink
Boone County Public Works
5551 Hwy 63 South
Columbia, MO 65201

Re: Fee Proposal – Boone County Public Works - Tank Farm Insulation
Project No. 2007363

Dear David:

As requested, our office has prepared the following fee for professional services for this project. Our fee is based upon the scope of work outlined below.

1. Prepare plans and specifications for priming, painting, and insulating tanks/piping; changing boiler from electric to natural gas.
2. Pre-Bid conference.
3. Assist in bidding.
4. Pre-Construction conference.
5. One inspection during construction.
6. Final inspection.
7. As-built drawings.

We propose to perform these services for a lump sum amount of Seven Thousand Eight Hundred and Twenty Five Dollars and no cents. (\$7,825.00)

David, if you have any questions, or concerns, related to our proposal please don't hesitate to contact our office.

Sincerely,



Fred Malicoat, P.E.
FM:rl

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 2nd day of July, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: MALICOAT-WINSLOW ENGINEERS, P.C.

Project/Work Description: BOONE COUNTY PUBLIC WORKS TANK FARM STUDY

Proposal Description: See attached proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$2415 without prior written approval of Owner.

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

MALICOAT-WINSLOW ENGINEERS, P.C.

BOONE COUNTY, MISSOURI

By Fred Malicoat

By [Signature]
Director, Boone County Public Works

Title V.P.

Dated: 7/2/07

Dated: 7-2-07

APPROVED AS TO FORM:

[Signature]
County Attorney

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

[Signature] 6/28/07
Auditor by [Signature] Date

2640-71101

MALICOAT-WINSLOW ENGINEERS, P.C.
5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E.
573-875-1300 EXT 22

MECHANICAL AND ELECTRICAL ENGINEERS
email: info@mwengrs.com
Fax 573-875-1305

CARROLL E. WINSLOW, P.E.
573-875-1300 EXT 23

June 26, 2007

Mr. David Mink
Boone County Public Works
5551 Hwy 63 South
Columbia, MO 65201

Re: Fee Proposal – Boone County Public Works - Tank Farm Study
Project No. 2007323

Dear David:

As requested, our office has prepared the following fee for professional services for this project. Our fee is based upon the scope of work outlined below.

1. Review existing product storage.
2. "Energy Use" calculations for existing tank farm operation.
3. Energy saving calculation and cost/benefit analysis for tank insulation.
4. Energy study for electric vs. natural gas for heating energy (coordinate w/ Magellen).
5. Review Barr Engineering spill contamination report.
6. Review pump-back operation.
7. Review adding SSI tank/mixer (1500 Gallon)
8. Review meeting.
9. Design proposal at end of review meeting.

We propose to perform these services for an hourly not to exceed amount of Two Thousand Four Hundred and Fifteen Dollars, and no cents. (\$2,415.00)

David, if you have any questions, or concerns, related to our proposal please don't hesitate to contact our office.

Sincerely,



Fred Malicoat, P.E.
FM:rlf

HOURLY RATES FOR MALICOAT-WINSLOW ENGINEERS P.C.

PRINCIPAL ENGINEER	\$105/hr
PROFESSIONAL ENGINEER	\$105/hr
ENGINEER-IN-TRAINING	\$70/hr
CADD SUPERVISOR	\$60/hr
CADD TECHNICIAN	\$50/hr
CLERICAL	\$40/hr

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November Session of the October Adjourned Term. 20 07

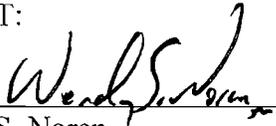
In the County Commission of said county, on the 20th day of November 20 07

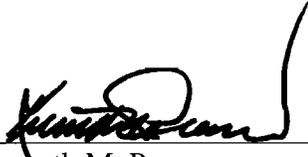
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the addition of Airport Road to the Boone County portion of the Shared Road Snow Removal Plan.

Done this 20th day of November, 2007.

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

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

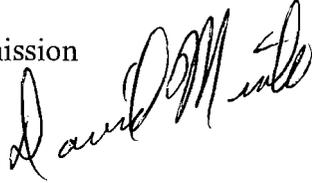
- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Date: November 15, 2007

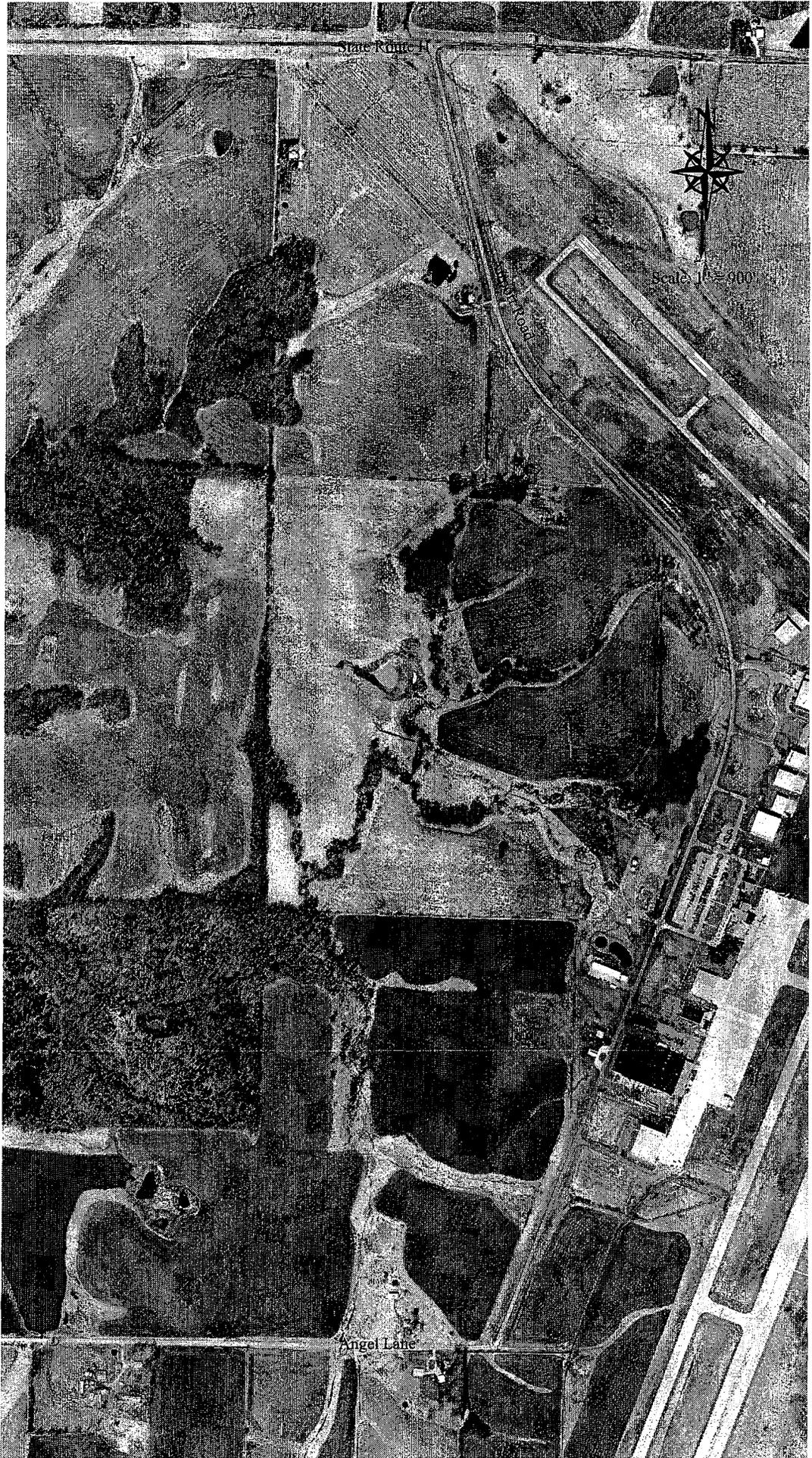
To: County Commission

From: David Mink 

Subject: Airport Road – Shared Road Snow Removal Plan

Airport Road extends south of Route H approximately 1.7 miles across the Columbia Regional Airport property connecting to Angel Lane and as such is a vital link to the road network. The City of Columbia has asked if the County would consider adding this to our shared road snow removal list according to City/County Joint Resolution. The County currently provides snow removal for Angel Lane as part of a shared road agreement with the City of Ashland and it would not be difficult for Airport Road to be included on our route. The Joint resolution authorizes the City and County Public Works Directors to develop the shared road plan for City and County streets and roads but since Airport Road is technically not a City street, I respectfully request a Commission Order to allow the County to provide snow removal for this road as part of our shared road plan.

Cc: Chip Estabrooks
Mary Ellen Lea
John Glascock



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November Session of the October Adjourned Term. 20 07

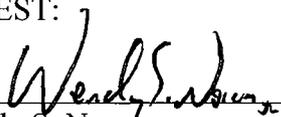
In the County Commission of said county, on the 20th day of November 20 07

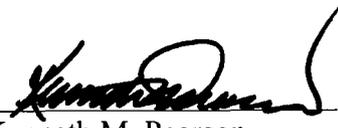
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the request to hire Derin Campbell to Public Works Design & Construction position #498 at up to 120% of Mid-Point.

Done this 20th day of November, 2007.

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

REQUEST TO HIRE ABOVE SALARY RANGE MID-POINT BOONE COUNTY

Description of form: To request approval to hire between 101% - 120% of the salary range mid-point Commission Order 25-2004

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Derin Campbell Department Public Works Design & Construction

Position Title Manager Position No. 498

Proposed Starting Salary (complete one only) Annual: \$75,994 % of Mid-Point 100/120%
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Licensed Professional Civil Engineer, B.S. in Agricultural Engineering, Master of Business Administration, strong supervisory and management experience as well as strong practical experience in bridge design, project management, inspection and assembly of bid documents.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: N/A

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This is a unique position with a unique set of responsibilities and should therefore not have an impact on any position in another office. Hiring at or near the top of the salary range for this position does place a wider gap between the salary for this position and the salary for the Manager of Maintenance Operations and also narrows the gap between this position and the Director of Public Works, however given the current difficulty in recruiting engineering staff, this is a distortion that seems unavoidable at the present time. The former incumbent's salary was \$72,800. Department proposes making an initial offer of \$74,000, however, authority to go to the top of the range if necessary is requested.

Additional comments: At present, we have received only 3 other applications for this position; 2 of which did not meet the minimum qualification of having a Professional Engineering License, the third applicant resides in the State of California and would not be immediately available for hire.

Administrative Authority's Signature: David M. Hunt Date: 11/19/07

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Jane E. Pitchford by cg Date: 11/19/07

Human Resource Director's Recommendations: Recommend approval based on justification provided above and a very limited applicant pool.

Human Resource Director's Signature: Betty Sidwente Date: 11-19-07

County Commission Approve Deny
 Comment(s): _____

Residing Commissioner's Signature: [Signature] Date: 11/20/07
 District I Commissioner's Signature: [Signature] Date: 11/21/07
 District II Commissioner's Signature: [Signature] Date: _____

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County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 20th day of November 20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 64-25SEP07 Courthouse Expansion Project – BC-05 – General Works with 67-25SEP07 – Millwork and Alternate #6 – MicroPiles Reinforcement to United HRB General Contractors. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

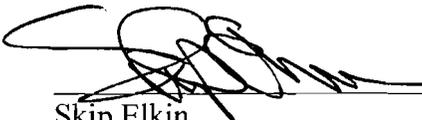
Done this 20th day of November, 2007.

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



AIA[®] Document A101/CMa[™] – 1992

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the Twenty Fifth day of October in the year of Two Thousand Seven
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

and the Contractor:
(Name and address)

United HRB General Contractors
3208 Route C
Jefferson City, Missouri 65109

For the following Project:
(Include detailed description of Project, location, address and scope.)

Project 070011-
County of Boone 13th Judicial Courts Expansion
705 E. Walnut Street
Columbia, MO 65201

The Construction Manager is:
(Name and address)

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, MO 63139

The Architect is:
(Name and address)

Butler Rosenbury & Partners
319 North Main
Suite 200
Springfield, MO 65806

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

| All work required for Bid Package BC-05 (Project No.73-30AUG07) – General Works

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Paragraphs deleted)

() days after the Date of Commencement.

Substantial Completion date as identified in the project schedule included in the Project Manual dated August 8, 2007– Section 00200. (See Attachment H – Schedule)

Portion of Work	Substantial Completion date
------------------------	------------------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Contract Sum of One Million Two Hundred Ninety One Thousand Seven Hundred Dollars and Zero Cents (\$ 1,291,700.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Contract amount includes a Five Thousand (\$5,000.00) dollar allowance for Alternate #6.

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Init.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95.00%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment

has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)

(1.5% simple) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:

(Here list any special provisions affecting the Contract.)

1. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as obligees on the Performance and Payment Bonds.
2. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as Primary Additional Insured on the Certificate of Insurance. (See Attachment C for further details).

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 8, 2007, and are as follows:

Document	Title	Pages
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§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings are as follows, and are dated August 2, 2007 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attachment D: Appendix B - Enumeration of Documents

(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 4	08/24/2007	
Addendum 5	09/04/2007	
Addendum 6	09/04/2007	
Addendum 7	09/12/2007	
Addendum 8	09/20/2007	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ATTACHMENT A – SAFETY

ATTACHMENT B – REQUIRED BILLING PROCEDURES

ATTACHMENT C – INSURANCE REQUIREMENTS

ATTACHMENT D – ENUMERATION OF DOCUMENTS

ATTACHMENT E – PERFORMANCE AND PAYMENT BONDS W/DUAL OBLIGEE RIDER

ATTACHMENT F – TAX EXEMPT CERTIFICATE

ATTACHMENT G – MISSOURI DIVISION OF LABOR STANDARDS ANNUAL WAGE ORDER NO. 13

ATTACHMENT H – SCHEDULE

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)

Kenneth M. Pearson, Presiding Commissioner

(Printed name and title)

CONTRACTOR

United HRB General Contractors
3208 Route C
Jefferson City, Missouri 65109



(Signature)

Elmer O. Kiesling, P.E., Vice President

(Printed name and title)

Init.

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User Notes:

(998853089)

OWNER CONSTRUCTION REPRESENTATIVE

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

Karen B. Miller

(Signature)

Karen Miller, Commissioner

(Printed name and title)

APPROVED AS TO LEGAL FORM

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

[Signature]

(Signature)

John Patton, Boone County Counselor

(Printed name and title)

ATTEST

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

Wendy Noren

(Signature)

Wendy Noren, County Clerk

(Printed name and title)

CONSTRUCTION MANAGER

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, Missouri 63139

David Pederson

(Signature)

David Pederson, S. M. Wilson & Co.
Representative

(Printed name and title)

CERTIFICATION:

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

Jane Pritchard by KH 11/19/07

Auditor

Date

\$1,291,700.00 4061-71201

Init.

AKS

ATTACHMENT A - SAFETY NOTICE TO ALL CONTRACTORS

TO: ALL CONTRACTORS

FROM: THOMAS BURNS, SAFETY DIRECTOR

S. M. Wilson & Co. has made a commitment to deliver a quality project, built on time, within budget and built safely. It's our mission to fulfill all of these commitments without sacrificing one for the other. To achieve this mission, we must provide our people with the best equipment and training. We empower all of our employees to perform their work safely. We give our project management team the authority and the support of upper management to do whatever they need to do to achieve these goals. We expect every contractor working on this project to actively support this philosophy in the course of this project.

Each contractor working on our projects will comply with all regulations of the Occupational Safety and Health Administration (OSHA) and other applicable standards.

Safety is part of everyone's job. Every employee should report all safety hazards to their supervisor until corrected. No one is expected to work under unsafe conditions.

Each contractor must submit their Corporate Safety Manual, Hazard Communication Program, site specific Material Safety Data Sheets, and a Site Specific Safety Program.

Each contractor is to provide all training weekly safety meetings and documentation required by applicable regulations for their employees.

Each contractor is required to inspect their own work and make necessary corrections immediately.

Each contractor is required to follow S. M. Wilson & Co.'s safety program unless their program is more stringent.

The following work rules are minimum requirements for everyone present on S. M. Wilson & Co. projects.

- Hard Hats are required to be worn by all employees. When the Project Superintendent, Project Manager, and Safety Director decide to go to an "as needed" basis, all contractors on site will be informed.
- Proper work attire shall be worn by all employees and subcontractor employees, including sturdy, heavy-duty work shoes, long pants and shirts with sleeves. Personal Protective Equipment shall be worn as necessary by site owner.
- Housekeeping is vital to maintaining a safe workplace. All contractors shall keep their work area clean at all times.
- The use, sale, purchase, transfer, or possession of intoxicating beverages, illegal drugs, unauthorized firearms, or other weapons on the jobsite is strictly prohibited. Being under the influence of alcohol or illegal drugs is forbidden.

ATTACHMENT B REQUIRED BILLING PROCEDURE

Effective June 2001, S.M. Wilson & Co. will accept billings only on the attached AIA G702 and G703 Billing Forms. Your AIA should only include charges for items that were included in your original contract or have been added by an approved S.M. Wilson & Co. Change Order. Any pending extras that are not included in approved Change Orders need to be listed on the attached Outstanding Items form. This list will identify all extras that need to be addressed. Any extras **that have not been written as a Change Order cannot be included on your billing form.**

Please help us help you. These required forms will allow us to process your billing faster and more accurately. All billings not submitted on the attached forms will be returned to your office for correction and may hold up your payment.

Thank you for your cooperation.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

PERIOD TO:

PROJECT NO:

CONTRACT DATE:

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$	_____
2. Net change by Change Orders	\$	_____
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	_____ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	_____
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	\$	_____
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	_____ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	_____ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	_____
8. CURRENT PAYMENT DUE	\$	_____ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	_____ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
GRAND TOTALS									

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



GENERAL CONTRACTORS / CONSTRUCTION MANAGERS

SUBCONTRACTOR OUTSTANDING ITEMS

S.M. WILSON PROJECT NAME _____

S.M. WILSON PROJECT NO. _____

Contractor: _____ Date: _____

The following added scope items have not been included in our contract amount to date:

I. *Cost incurred* extra work items: (include all extra work tickets, tracking numbers, etc.)

II. *Cost Not Incurred* extra work proposals: (include any proposal letter dates)

ATTACHMENT C INSURANCE REQUIREMENTS

Prior to all Subcontractors starting a project, S. M. Wilson & Co. requires a Certificate of Insurance (Acord Form 25-S), signed by an authorized representative of the insurance company, which meets all of the requirements listed on the attached Sample Certificate of Insurance. This insurance shall be purchased from companies lawfully authorized to do business in the jurisdiction where the Project is located, and that is acceptable to the Contractor. Primary and non-contributory additional insured wording **MUST** appear on the Certificate of Insurance as stipulated in the Sample. Please provide a copy of the endorsement naming S. M. Wilson & Co. and the Owner of the project (and potential others – please check description of operations section on Sample Certificate of Insurance for named additional insureds) as primary and non-contributory additional insureds. This **MUST** be on a form which provides coverage for ongoing work and completed work/completed operations. (We can provide you with a listing of acceptable endorsements, if needed.) In addition, please provide waiver(s) of subrogation in favor of all additional insureds on all coverages where permitted by law. As General Contractor and representative of the Owner, we reserve the right to review copies of your policies prior to releasing payment, if you have not complied with the certificate and endorsement requirements.

If your insurance company is unable to comply with our requirements, please provide a Certificate of Insurance naming S. M. Wilson & Co. and the Owner of the project (and potential others – please check description of operations section on Sample Certificate of Insurance for named additional insureds) as additional insureds and attach a letter from your insurance company explaining why you cannot comply. We will then take this under review to determine how to proceed.

Notwithstanding any other provisions, the Contractor shall have no obligation to make any payment to the Subcontractor until the Subcontractor has provided the required Certificate of Insurance and endorsements.

Please forward all documents to:

Ms. Teresa Hecker
S. M. Wilson & Co.
P. O. Box 5210
St. Louis, MO 63139

Should you have any questions, please do not hesitate to contact Teresa at 314.633.5758.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
12/31/06

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

SUBCONTRACTOR'S NAME & ADDRESS
As shown on the contract

INSURER A: SUBCONTRACTOR'S INSURANCE CO.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		12/31/06	12/31/07	EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00
GEN'L AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		12/31/06	12/31/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		12/31/06	12/31/07	EACH OCCURRENCE \$2,000,000.00 AGGREGATE \$2,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		12/31/06	12/31/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: Job No. 070011, Boone County Courtroom Expansion, Columbia, Missouri
S. M. Wilson & Co. and Boone County Missouri through the Boone County Commission are named as additional insureds regarding General Liability, Automobile and Excess Liability coverages and such coverages are primary and non-contributory to the additional insureds' coverage. Waiver of subrogation in favor of the additional insureds applies on all coverages where permitted by law.

(Please provide a copy of additional insured endorsement #CG20101185 naming previously listed additional insureds, or endorsements #CG20101001 and #CG20371001, both also naming previously listed additional insureds. If you cannot provide these endorsements, please provide their equivalent, endorsing all additional insureds with ongoing and completed operations.)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

S. M. Wilson & Co.
Attn: Teresa Hecker
2185 Hampton Avenue
St. Louis, Missouri 63139

AUTHORIZED REPRESENTATIVE

IMPORTANT

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

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

DISCLAIMER

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

ATTACHMENT D

APPENDIX B

Enumeration of Documents

Drawings Dated August 2, 2007

S 0.0
S1.1 – S 1.2
S 2.1 – S 2.7
A0.1 – A0.7
A1.1 – A1.12
A2.1 – A2.6
A3.1 – A3.7
A4.1
A5.1 – A5.8
A6.1 – A6.8
ME1 – ME2
M1 – M24
E1 – E22

Specifications Dated August 2, 2007

**PROJECT MANAGEMENT - DRAWING LOG**

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
Discipline: ARCHITECTURAL							
A0.1	Ground Floor Egress Plan		0 02 Aug, 2007				
A0.2	First Floor Egress Plan		0 02 Aug, 2007				
A0.3	Second Floor Egress Plan		0 02 Aug, 2007				
A0.4	Third Floor Egress Plan		0 02 Aug, 2007				
A0.5	Fourth Floor Egress Plan		0 02 Aug, 2007				
A0.6	Fire Rated Assemblies		0 02 Aug, 2007				
A0.7	Fire Rated Assemblies		0 02 Aug, 2007				
A1.1	Ground Floor Plan, Phase 2		0 02 Aug, 2007				
A1.10	Enlarged Plans		0 02 Aug, 2007				
A1.11	Door Schedule		0 02 Aug, 2007				
A1.12	Finish Schedule / Legend		0 02 Aug, 2007				
A1.2	First Floor Plan - North Building, Phase 3		0 02 Aug, 2007				
A1.3	First Floor Plan - South Building, Phase 3		0 02 Aug, 2007				
A1.4	Second Floor Plan - North Building		0 02 Aug, 2007				
A1.5	Second Floor Plan - South Building, Phase 2A		0 02 Aug, 2007				
A1.6	Third Floor Plan - North building, Phase 1, 2, 4		0 02 Aug, 2007				
A1.7	Third Floor Plan - South Building		0 02 Aug, 2007				
A1.8	Fourth Floor Plan, Phase 1, 2		0 02 Aug, 2007				
A1.9	Third Floor Phase 2 Plan		0 02 Aug, 2007				
A2.1	North Elevation		0 02 Aug, 2007				
A2.2	East Elevation		0 02 Aug, 2007				
A2.3	West Elevation		0 02 Aug, 2007				
A2.4	South Elevation / Section		0 02 Aug, 2007				
A2.5	Building Sections		0 02 Aug, 2007				
A2.6	Building Sections		0 02 Aug, 2007				
A3.1	Wall Sections		0 02 Aug, 2007				
A3.2	Wall Sections		0 02 Aug, 2007				
A3.3	Wall Sections		0 02 Aug, 2007				
A3.4	Wall Sections		0 02 Aug, 2007				
A3.5	West Fire Stair Plans		0 02 Aug, 2007				
A3.6	Ceremonial Stair Sections		0 02 Aug, 2007				
A3.7	East Fire Stair Plans		0 02 Aug, 2007				
A4.1	Roof Plan		0 02 Aug, 2007				
A5.1	Interior Elevations		0 02 Aug, 2007				
A5.2	Interior Elevations		0 02 Aug, 2007				
A5.3	Interior Elevations		0 02 Aug, 2007				
A5.4	Interior Elevations		0 02 Aug, 2007				
A5.5	Millwork Sections		0 02 Aug, 2007				
A5.6	Enlarged Plans & Interior Details		0 02 Aug, 2007				
A5.7	Interior Elevations		0 02 Aug, 2007				
A5.8	Millwork Sections		0 02 Aug, 2007				
A6.1	Ground Floor RCP		0 02 Aug, 2007				
A6.2	First Floor RCP - North Building		0 02 Aug, 2007				
A6.3	First Floor RCP - South Building		0 02 Aug, 2007				
A6.4	Second Floor RCP - North Building		0 02 Aug, 2007				
A6.5	Second Floor RCP - South Building		0 02 Aug, 2007				
A6.6	Third Floor RCP - North Building		0 02 Aug, 2007				
A6.7	Third Floor RCP - South Building		0 02 Aug, 2007				
A6.8	Fourth Floor RCP		0 02 Aug, 2007				
Discipline: ELECTRICAL							
E1	Ground Floor Electrical Demo Plan		0 02 Aug, 2007				
E10	Fourth Floor (North) Lighting Plan		0 02 Aug, 2007				
E11	1st / 2nd Floor (South) Lighting Plan		0 02 Aug, 2007				
E12	3rd Floor (South) Lighting Plan		0 02 Aug, 2007				
E13	Ground Floor Power Plan		0 02 Aug, 2007				
E14	First Floor (North) Power Plan		0 02 Aug, 2007				

**PROJECT MANAGEMENT - DRAWING LOG**

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
E15	Second Floor (North) Power Plan		0 02 Aug, 2007				
E16	Third Floor (North) Power Plan		0 02 Aug, 2007				
E17	Fourth Floor (North) Power Plan		0 02 Aug, 2007				
E18	1st / 2nd Floor (South) Power Plan		0 02 Aug, 2007				
E19	3rd Floor (South) Power Plan		0 02 Aug, 2007				
E2	1st Floor (North) Elect. Demo Plan		0 02 Aug, 2007				
E20	Electrical Details and Schedules		0 02 Aug, 2007				
E21	Electrical Details and Schedules		0 02 Aug, 2007				
E22	Panel Schedules		0 02 Aug, 2007				
E3	2nd Floor (North) Elect. Demo Plan		0 02 Aug, 2007				
E4	1st / 2nd Floor South Elect. Demo Plans		0 02 Aug, 2007				
E5	3rd Floor Electrical Demo Plan		0 02 Aug, 2007				
E6	Ground Floor Lighting Plan		0 02 Aug, 2007				
E7	First Floor (North) Lighting Plan		0 02 Aug, 2007				
E8	Second Floor (North) Lighting Plan		0 02 Aug, 2007				
E9	Third Floor (North) Lighting Plan		0 02 Aug, 2007				
Discipline:	HVAC AND PLUMBING						
M1	Ground Floor Mech. Demo Plan		0 02 Aug, 2007				
M10	3rd Floor (North) Plumbing Plan		0 02 Aug, 2007				
M11	4th Floor (North) Plumbing Plan		0 02 Aug, 2007				
M12	1st / 2nd Floor (South) Plumbing Plan		0 02 Aug, 2007				
M13	3rd Floor (South) Plumbing Plan		0 02 Aug, 2007				
M14	Ground Floor Mechanical Plan		0 02 Aug, 2007				
M15	1st Floor (North) Mechanical Plan		0 02 Aug, 2007				
M16	2nd Floor (North) Mechanical Plan		0 02 Aug, 2007				
M17	3rd Floor (North) Mechanical Plan		0 02 Aug, 2007				
M18	4th Floor (North) Mechanical Plan		0 02 Aug, 2007				
M19	1st / 2nd Floor (South) Mech. Plan		0 02 Aug, 2007				
M2	1st Floor (North) Mech Demo Plan		0 02 Aug, 2007				
M20	3rd Floor (South) Mech. Plan		0 02 Aug, 2007				
M21	Mechanical Details and Schedules		0 02 Aug, 2007				
M22	Mechanical Details and Schedules		0 02 Aug, 2007				
M23	Plumbing Details and Schedules		0 02 Aug, 2007				
M24	Mechanical Controls		0 02 Aug, 2007				
M3	2nd Floor (North) Mech Demo Plan		0 02 Aug, 2007				
M4	1st / 2nd Floor (South) Mech Demo Plan		0 02 Aug, 2007				
M5	3rd Floor Mechanical Demo Plan		0 02 Aug, 2007				
M6	Ground Floor U / G Plumbing Plan		0 02 Aug, 2007				
M7	Ground Floor A / G Plumbing Plan		0 02 Aug, 2007				
M8	1st Floor (North) Plumbing Plan		0 02 Aug, 2007				
M9	2nd Floor (North) Plumbing Plan		0 02 Aug, 2007				
ME1	Mechanical & Elect. Symbols Legend		0 02 Aug, 2007				
ME2	Mech. / Elect. Roof Plan		0 02 Aug, 2007				
Discipline:	STRUCTURAL						
S0.0	General Notes		4 13 Jul, 2007				
S1.1	Foundation Plan		5 07 Aug, 2007				
S1.2	Foundation Details		0 07 Aug, 2007				
S2.1	Third Floor Framing Plan		5 07 Aug, 2007				
S2.2	Fourth Floor Framing Plan		5 07 Aug, 2007				
S2.3	Perimeter Steel		5 07 Aug, 2007				
S2.4	Roof Framing Plan		5 07 Aug, 2007				
S2.5	Bracing Elevations & Details		5 07 Aug, 2007				
S2.6	Framing Details		5 07 Aug, 2007				
S2.7	Framing Details		5 07 Aug, 2007				



01 - S. M. WILSON & CO.

Page: 3 of 3
Date: 12 Oct, 2007
Time: 08:52 AM

PROJECT MANAGEMENT - DRAWING LOG

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
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END OF REPORT

Report Parameters

Project:	070011	Run Date:	12 Oct, 2007
		Run Time:	08:52 AM
		Operator:	KATHERINE
		Report Code:	PM3031



AIA[®]

Document A312[™] - 1984

Performance Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

County of Boone, Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page)

Signature:

Name and

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Payment Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

DUAL OBLIGEE RIDER

BOND NUMBER: _____

WHEREAS, on or about the ____ day of _____,

_____, as Principal, entered into a written agreement with

_____, as Obligee, for

_____ and

WHEREAS, the Principal and _____ as Surety, made, executed and delivered to said Obligee their joint and several Performance Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee.
2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the Obligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further, that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obligee and S.M. Wilson & Co.
3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS ____ day of _____, _____.

PRINCIPAL

By: _____

SURETY

By: _____

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

PROJECT EXEMPTION CERTIFICATION FOR EXEMPT ENTITY CONSTRUCTION.

Name of Exempt Entity: County of Boone
Address: 801 E. Walnut
City/State/Zip: Columbia, Missouri 65201
Tax Identification Number: 12464848 Project Identification Number:

Project Location and Description of Project:

Contract Date:
Estimated Completion Date:
Certificate Expiration Date:

Construction Manager: S.M. Wilson & Co. Contact Person: Mitch Miller
Address: 2185 Hampton Avenue, St. Louis, MO 63139
Phone Number: (314) 645-9595
Contract Amount: TBD

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractors to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

SIGNATURE OF AUTHORIZED AGENT:

Melinda Bobbitt, CPPB
Director of Purchasing

Date



MISSOURI DEPARTMENT OF REVENUE
 CUSTOMER SERVICES DIVISION
PROJECT EXEMPTION CERTIFICATE

FORM
5060
 (REV. 5-2007)

**TO BE GIVEN TO
 YOUR CONTRACTOR**

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		MISSOURI TAX EXEMPTION NUMBER	
County of Boone		12464848	

ADDRESS	CITY	STATE	ZIP
801 E. Walnut, Room 236	Columbia	MO	65201

BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER
10/01/07	1/01/09	70-30Aug07 -BC #5 & 16

DESCRIPTION OF PROJECT
 Complete the general works and millwork package as identified in BC #5 & 16 for the Project known as the Boone County Courthouse Expansion.

PROJECT LOCATION	EXPIRATION DATE
601 E. Walnut, Columbia, MO 65201	1/01/09

Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.

EXEMPT ENTITY'S AUTHORIZED SIGNATURE	DATE
<i>Karen M Miller</i>	<i>10/26/07</i>

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo.

NAME OF PURCHASING CONTRACTOR			
United HRB			

ADDRESS	CITY	STATE	ZIP
3208 Route C	Jefferson City	MO	65109

**Contractors present this to your supplier in order to purchase the necessary materials tax exempt.
 NOTE: Complete and sign bottom portion if extending certificate to your subcontractor.**

NAME OF PURCHASING SUBCONTRACTOR			

ADDRESS	CITY	STATE	ZIP

SIGNATURE OF CONTRACTOR	DATE

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 13

Section 610

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 § 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 10, 2006

Last Date Objections May Be Filed: April 10, 2006

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		\$28.44	55	60	\$12.76
Boilermaker		\$28.80	57	7	\$17.00
Bricklayers - Stone Mason		\$25.39	59	7	\$10.12
Carpenter		\$21.13	60	16	\$9.88
Cement Mason		\$23.58	9	3	\$9.92
Electrician (Inside Wireman)		\$26.32	28	7	\$10.50 + 13%
Communication Technician		USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor	a	\$34.065	26	64	\$13.241
Operating Engineer					
Group I	8/08	\$24.82	88	88	\$15.40
Group II	5/08	\$24.82	86	68	\$15.40
Group III	8/08	\$23.37	89	88	\$15.40
Group III-A	5/08	\$24.82	88	88	\$15.40
Group IV	8/08	\$22.39	88	88	\$15.40
Group V	5/08	\$25.32	85	68	\$15.40
Pipe Fitter	7/08	\$31.08	91	69	\$17.83
Glazier		\$21.75	FED		\$12.21 + 9.4%
Laborer (Building)					
First Semi-Skilled		\$17.87	110	7	\$8.43
Second Semi-Skilled		\$18.87	110	7	\$8.43
Lather		USE CARPENTER RATE			
Linoleum Layer & Cutter		USE CARPENTER RATE			
Masonry Mason		\$25.39	59	7	\$10.12
Millwright		\$22.13	60	15	\$9.88
Iron Worker		\$22.85	11	8	\$14.84
Painter		\$20.05	18	7	\$8.82
Plasterer		\$20.01	94	5	\$9.10
Plumber	7/08	\$31.00	91	69	\$17.93
Pile Driver		\$22.13	60	15	\$9.88
Roofer		\$24.78	12	4	\$8.89
Sheet Metal Worker	7/08	\$28.55	40	23	\$11.18
Sprinkler Fitter		\$28.08	33	19	\$12.65
Terrazzo Worker		\$26.39	59	7	\$10.12
Tile Setter		\$25.39	59	7	\$10.12
Truck Driver - Teamster					
Group I		\$21.85	101	5	\$7.50
Group II		\$21.85	101	5	\$7.50
Group III		\$21.16	101	5	\$7.50
Group IV		\$21.85	101	5	\$7.50
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 (673) 751-3403.

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 13

7/08

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours per workweek.

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 (1 1/2) 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 6:00 a.m. from Monday to Friday. Time and one-half (1 1/2) 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 (1 1/2) times the regular hourly wage rate. 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 (1 1/2) 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 (1 1/2). 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 (1 1/2).

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 3:00 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 (1 1/2) 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 (7 1/2) 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 (1 1/2) times the shift hourly rate.

NO. 33: Means the standard work day shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time; Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1 1/2). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1 1/2) 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 (1 1/2) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1 1/2) 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 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 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 at 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. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

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 (1 1/2) of the hourly rate plus an amount equal to one-half (1/2) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employer's discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (1/2) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular 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 (1 1/2) 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 (1 1/2) 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.

NO. 94: Means eight (8) hours shall constitute a day's 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 (1 1/2) 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 (1 1/2) (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.

HOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

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.

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 Monday following. 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. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 31: All work done on New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 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.

BOONE COUNTY
HOLIDAY SCHEDULE -- BUILDING CONSTRUCTION

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	5/06	\$26.18	7	16	\$9.49
Millwright	5/06	\$26.18	7	16	\$9.49
Pile Driver Worker	5/06	\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I	5/06	\$23.70	21	5	\$15.31
Group II	5/06	\$23.35	21	5	\$15.31
Group III	5/06	\$23.15	21	5	\$15.31
Group IV	5/06	\$19.50	21	5	\$15.31
Oilier-Driver	5/06	\$19.50	21	5	\$15.31
LABORER					
General Laborer	5/06	\$22.52	2	4	\$8.13
Skilled Laborer	5/06	\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I	5/06	\$24.27	22	19	\$8.00
Group II	5/06	\$24.43	22	19	\$8.00
Group III	5/06	\$24.42	22	19	\$8.00
Group IV	5/06	\$24.54	22	19	\$8.00

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

BODNE 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 from holidays. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular 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. 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, on Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four (4) 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. 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. 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, DeWitt, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, 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, Scottsbluff, Shannon, Shelby, Sullivan, Texas, Warren, and Washington

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
Journeyman Lineman	\$30.30	\$4.75 + 41.3%
Lineman Operator	\$27.04	\$4.75 + 41.3%
Groundman	\$21.22	\$4.75 + 41.3%

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

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

UTILITY WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
Journeyman Lineman	\$30.30	\$4.75 + 37.3%
Lineman Operator	\$26.16	\$4.75 + 37.3%
Groundman	\$20.23	\$4.75 + 37.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CN
UNITE-1

DATE (MM/DD/YYYY)
11/12/07

PRODUCER
Winter-Dent & Company
101 E. McCarty Street
P.O. Box 1046
Jefferson City MO 65102-1046
Phone: 573-634-2122 Fax: 573-636-7500

INSURED
United H.R.B. General
Contractors, Inc
J C Industries, Inc
P.O. Box 104444
Jefferson City MO 65110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Company	
INSURER B:	Travelers Property Casualty Co	25674
INSURER C:	Builders Assc. Self-Insurers	510001
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	DTCO7828B56A	07/01/07	07/01/08	EACH OCCURRENCE	\$ 1000000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
B X	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	DT8107828B56A	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AUTO ONLY: AGG	\$
A X	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	DTSMCUP7828B56A	07/01/07	07/01/08	EACH OCCURRENCE	\$ 4000000
					AGGREGATE	\$ 4000000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	07WC0782	01/01/07	12/31/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1000000
					E.L. DISEASE - EA EMPLOYEE	\$ 1000000
B	Install Floater	QT6604345B278	07/01/07	07/01/08	Limit	1000000
B	Hired Equipment	QT6604345B278	07/01/07	07/01/08	Limit	350000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project Name: Boone County Courthouse Expansion, Boone County, MO
 In the event of nonpayment of premium, only 10 days notice of cancellation shall be given.

CERTIFICATE HOLDER

SMWIL-5

S.M. Wilson & Co.
2185 Hampton Ave
St. Louis MO 63139

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Crystal York

NOTEPAD:

HOLDER CODE: SMW11-5

UNIT NO: 1

PAGE 3

INSURED'S NAME: United H.R.B. General

OPID: CN

DATE: 11/12/07

SM Wilson & Co, Boone County and all of their officers, directors, board members, employees and agents are included as additional insured under the general liability (including ongoing and completed operations), auto liability and umbrella liability when required by written contract on a primary noncontributory basis including waiver of subrogation.

DUAL OBLIGEE RIDER

BOND NUMBER: 6530607

WHEREAS, on or about the 25th day of October, 2007,

United H.R.B. General Contractors, Inc., as Principal, entered into a written agreement with

County of Boone, Missouri, as Obligee, for

Boone County Courthouse Expansion - BC-05 - General Works and
Safeco Insurance Company of America

WHEREAS, the Principal and _____ as Surety, made, executed and delivered to said Obligee their joint and several Performance Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee.
2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the Obligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further, that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obligee and S.M. Wilson & Co.
3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS 25th day of October, 2007.

United H.R.B. General Contractors, Inc.
PRINCIPAL

By: Edmond D. Gustin

Safeco Insurance Company of America
SURETY

By: Kris L. Bennett
Kris L. Bennett, Attorney-in-Fact

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
United H.R.B. General Contractors, Inc.

P.O. Box 104444, Jefferson City, MO

as Principal, hereinafter called Contractor, and Safeco Insurance Company of America
P.O. Box 66769, St. Louis, MO 63166-6769

a Corporation, organized under the laws of the State of Washington

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 One Million Two Hundred Ninety-One Thousand Seven
Hundred Dollars and 00/100 (\$1,291,700.00) 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 October 25, 2007 entered into a
Contract with Owner for:

BID NUMBER 64-25SEP07
Boone County Courthouse Expansion – BC-05 – General Works
BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO, on this 25th day of October, 2007.

United H.R.B. General Contractors, Inc.
(Contractor)

(SEAL)

BY: Elmer O. Kiesling
Elmer O. Kiesling, Vice President
Safeco Insurance Company of America
(Surety Company)

(SEAL)

BY: Kris L. Bennett
(Attorney-In-Fact) Kris L. Bennett

BY: _____
(Missouri Representative)

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, United H.R.B. General Contractors, Inc.
P.O. Box 104444, Jefferson City, MO 65110,

as Principal, hereinafter called Contractor, and Safeco Insurance Company of America
P.O. Box 66769, St. Louis, MO 63166-6769

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

Ninety-One Thousand Seven Hundred Dollars and 00/100 DOLLARS

(\$ 1,291,700.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated October 25, 2007 entered
into a contract with Owner for

BID NUMBER 64-25SEP07
Boone County Courthouse Expansion – BC-05 – General Works
BOONE COUNTY, MISSOURI

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

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

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

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO on this 25th day of October 2007.

CONTRACTOR United H.R.B. General Contractors, Inc. (SEAL)

BY: Elmer O. Kielsing
Elmer O. Kielsing, Vice President

SURETY COMPANY Safeco Insurance Company of America

BY: Kris L. Bennett
(Attorney-In-Fact) Kris L. Bennett

BY: _____
(Missouri Representative)

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

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri }
County of Cole } ss.

On this 25th day of October, 2007, before me personally appeared Kris L. Bennett, known to, me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA, FIRST NATIONAL INSURANCE COMPANY OF AMERICA or SAFECO NATIONAL INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Missouri
County of Osage

(Seal)

JANET HASLAG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
OSAGE COUNTY
COMMISSION # 06427065
MY COMMISSION EXPIRES: OCT. 18, 2010



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 5462

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LOUIS A. LANDWEHR; KRIS L. BENNETT; CHARLES E. TRABUE; BEV BACKERS; Jefferson City, Missouri*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 16th day of June, 2003

Handwritten signature of Christine Mead

CHRISTINE MEAD, SECRETARY

Handwritten signature of Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, wever, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 25th day of October, 2007



Handwritten signature of Christine Mead

CHRISTINE MEAD, SECRETARY

**IMPORTANT SURETY BOND INFORMATION
MISSOURI**

Your Safeco agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

MISSOURI SPECIFIC QUESTIONS

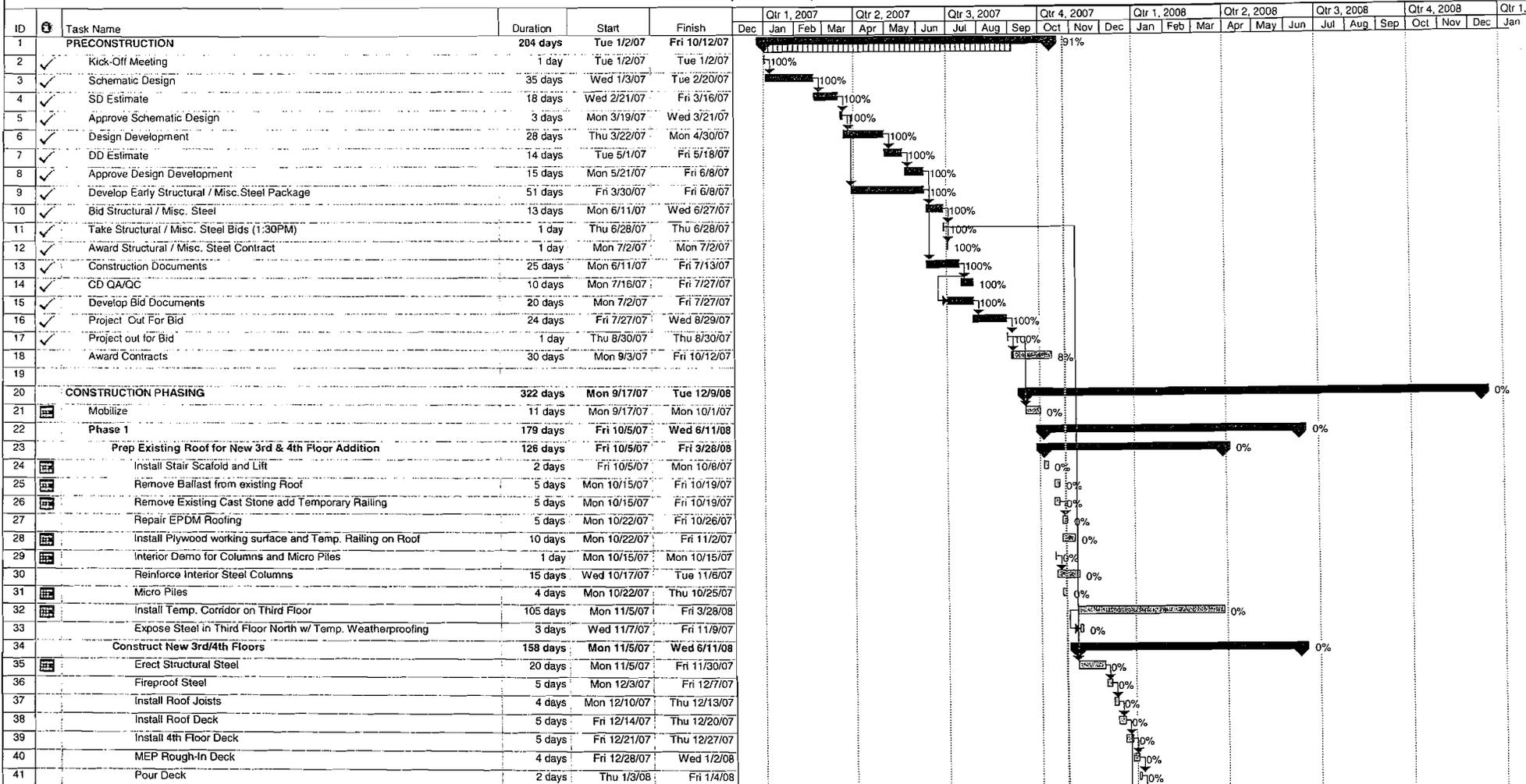
If you have been unable to contact or obtain information from your agent, you may contact Safeco at the following address and telephone:

AMERICAN STATES INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
Safeco Center
1191 Second Avenue, Suite 300
Seattle, WA 98101

Mailing Address:
P.O. Box 34670
Seattle, WA 98124-1670

Telephone #206-473-3799

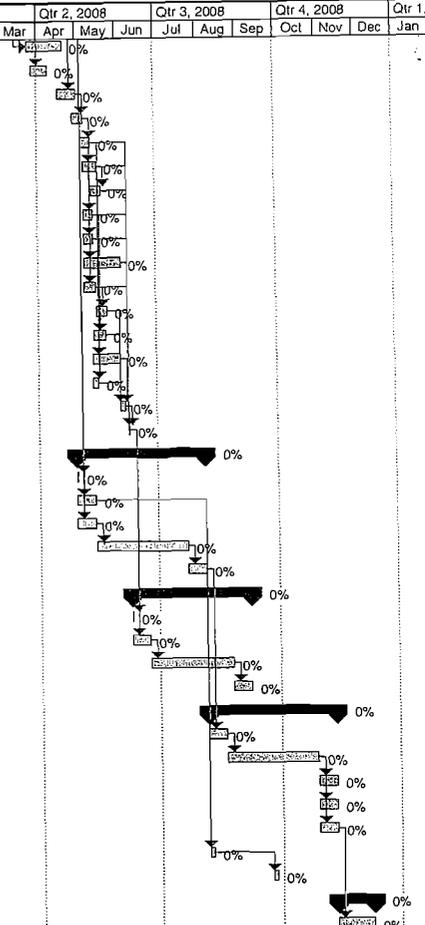
Boone County Courthouse Project Schedule



Project: Boone County Courthouse Date: Thu 10/25/07	Critical		Task Progress		Summary Progress		Rolled Up Task		Rolled Up Milestone	
	Critical Split		Baseline		Summary		Rolled Up Split		External Tasks	
	Critical Progress		Baseline Split		Rolled Up Critical		Rolled Up Task Progress		Project Summary	
	Task		Baseline Milestone		Rolled Up Critical Split		Rolled Up Baseline		External Milestone	
	Split		Milestone		Rolled Up Critical Progress		Rolled Up Baseline Milestone		Deadline	

Boone County Courthouse Project Schedule

ID	Task Name	Duration	Start	Finish	Qtr 1, 2007			Qtr 2, 2007			Qtr 3, 2007			Qtr 4, 2007			Qtr 1, 2008			Qtr 2, 2008			Qtr 3, 2008			Qtr 4, 2008			Qtr 1,
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
83	Fire Protection	20 days	Tue 3/25/08	Mon 4/21/08																									
84	Low Voltage	9 days	Fri 3/28/08	Wed 4/9/08																									
85	Install Gypsum Board	10 days	Fri 4/18/08	Thu 5/1/08																									
86	Tape and Mud Drywall	6 days	Tue 4/29/08	Tue 5/6/08																									
87	Paint	6 days	Mon 5/5/08	Mon 5/12/08																									
88	Install Ceiling Grid	8 days	Wed 5/7/08	Fri 5/16/08																									
89	Install Lighting	5 days	Tue 5/13/08	Mon 5/19/08																									
90	Install Doors & Hardware	5 days	Wed 5/7/08	Tue 5/13/08																									
91	Casework	5 days	Wed 5/7/08	Tue 5/13/08																									
92	VCT & Carpet	20 days	Wed 5/7/08	Tue 6/3/08																									
93	Ceramic Tile	7 days	Wed 5/7/08	Thu 5/15/08																									
94	Plumbing Fixtures	6 days	Fri 5/16/08	Fri 5/23/08																									
95	Glazing	7 days	Wed 5/14/08	Thu 5/22/08																									
96	MEP Finishes	15 days	Tue 5/13/08	Mon 6/2/08																									
97	Bathroom Specialties	4 days	Tue 5/13/08	Fri 5/16/08																									
98	Cleanup	4 days	Tue 6/3/08	Fri 6/6/08																									
99	Fourth Floor Temporary Space Finished	1 day	Mon 6/9/08	Mon 6/9/08																									
100	Phase 2	70 days	Wed 4/30/08	Tue 8/5/08																									
101	Temporary Occupancy Permit	1 day	Wed 4/30/08	Wed 4/30/08																									
102	Permanently Move Court Marshal From 1st Floor South to 3rd Floor	10 days	Wed 4/30/08	Tue 5/13/08																									
103	Temporarily locate Juvenile From Ground Floor to 3rd Floor Temp Space	10 days	Wed 4/30/08	Tue 5/13/08																									
104	Renovate Ground Floor	50 days	Wed 5/14/08	Tue 7/22/08																									
105	Permanently Move Juvenile From 3rd Floor Temp Space to Ground Floor	10 days	Wed 7/23/08	Tue 8/5/08																									
106	Phase 2A	65 days	Tue 6/10/08	Mon 9/8/08																									
107	Temporary Occupancy Permit	1 day	Tue 6/10/08	Tue 6/10/08																									
108	Permanently Move Prosecutor From 2nd Floor South to 4th Floor	10 days	Tue 6/10/08	Mon 6/23/08																									
109	Renovate 2nd Floor South	45 days	Tue 6/24/08	Mon 8/25/08																									
110	Permanently Move Circuit Clerk From 1st Floor North to 2nd Floor South	10 days	Tue 8/26/08	Mon 9/8/08																									
111	Phase 3	70 days	Wed 8/6/08	Tue 11/11/08																									
112	Temp. locate Circuit Clerk, Adult Services & IT From 1st Floor to 3rd Floor	10 days	Wed 8/6/08	Tue 8/19/08																									
113	Renovate 1st Floor North and South Buildings	50 days	Wed 8/20/08	Tue 10/28/08																									
114	Permanently Move Circuit Clerk From 3rd Floor Temp Space to 1st Floor	10 days	Wed 10/29/08	Tue 11/11/08																									
115	Permanently Move Adult Services From 3rd Flr. Temp Space to 1st Flr.	10 days	Wed 10/29/08	Tue 11/11/08																									
116	Permanently Move IT Office From 3rd Floor Temp Space to 1st Floor	10 days	Wed 10/29/08	Tue 11/11/08																									
117	New Paint and Carpet in Existing Courtrooms - Alternate	3 days	Wed 8/6/08	Fri 8/8/08																									
118	New Carpet in Ceremonial Courtroom - Alternate	3 days	Wed 9/24/08	Fri 9/26/08																									
119	Phase 4	20 days	Wed 11/12/08	Tue 12/9/08																									
120	Finish Jury Area Space on 3rd Floor	20 days	Wed 11/12/08	Tue 12/9/08																									

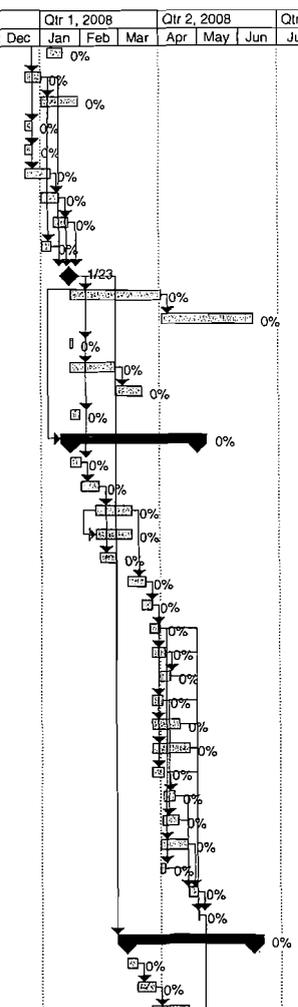


Project: Boone County Courthouse
Date: Thu 10/25/07

Critical		Task Progress		Summary Progress		Rolled Up Task		Rolled Up Milestone	
Critical Split		Baseline		Summary		Rolled Up Split		External Tasks	
Critical Progress		Baseline Split		Rolled Up Critical		Rolled Up Task Progress		Project Summary	
Task		Baseline Milestone		Rolled Up Critical Split		Rolled Up Baseline		External Milestone	
Split		Milestone		Rolled Up Critical Progress		Rolled Up Baseline Milestone		Deadline	

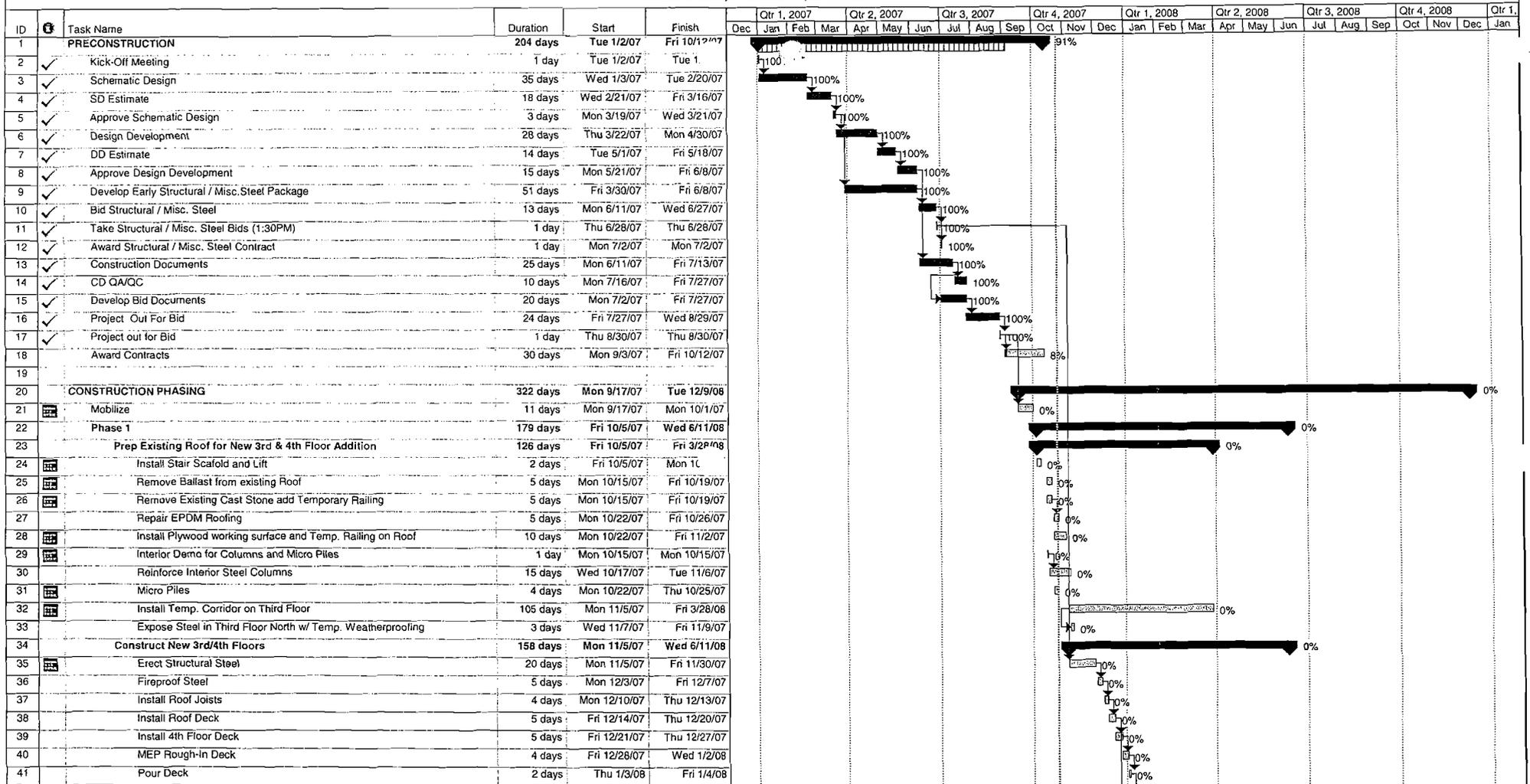
Boone County Courthouse Project Schedule

ID	Task Name	Duration	Start	Finish	Qtr 1, 2007			Qtr 2, 2007			Qtr 3, 2007			Qtr 4, 2007		Qtr 1, 2008			Qtr 2, 2008			Qtr 3, 2008			Qtr 4, 2008			Qtr 1,
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
42	Install Curtain Wall	10 days	Mon 1/7/08	Fri 1/11/08																								
43	Install Insulation and Blocking on Roof	8 days	Fri 12/21/07	Tue 1/15/08																								
44	Standing Seam Roof	20 days	Wed 1/2/08	Tue 1/29/08																								
45	Temporary Electric & Lighting	3 days	Fri 12/21/07	Tue 12/25/07																								
46	Temporary Plumbing	4 days	Fri 12/21/07	Wed 12/26/07																								
47	Exterior Wall Metal Studs	13 days	Fri 12/21/07	Tue 1/8/08																								
48	Exterior Wall Gyp Board	10 days	Wed 1/2/08	Tue 1/15/08																								
49	Exterior Wall Weather Wrap	8 days	Fri 1/11/08	Tue 1/22/08																								
50	Install EPDM Roof Membrane	5 days	Wed 1/2/08	Tue 1/8/08																								
51	Building Weather Tight	1 day	Wed 1/23/08	Wed 1/23/08																								
52	Elevator Work - Judges	50 days	Thu 1/24/08	Wed 4/2/08																								
53	Elevator Work - Prisoners	50 days	Thu 4/3/08	Wed 6/11/08																								
54	Remove and Reinstall Skylight on Roof	2 days	Thu 1/24/08	Fri 1/25/08																								
55	Masonry	25 days	Thu 1/24/08	Wed 2/27/08																								
56	Windows	14 days	Thu 1/24/08	Tue 3/18/08																								
57	Demo Existing Third Floor North	5 days	Thu 1/24/08	Wed 1/30/08																								
58	Third Floor North Finish Work	69 days	Thu 1/24/08	Tue 4/29/08																								
59	Hollowmetal Frame	6 days	Thu 1/24/08	Thu 1/31/08																								
60	Interior Metal Studs	10 days	Fri 2/1/08	Thu 2/14/08																								
61	MEP Rough In	20 days	Tue 2/12/08	Mon 3/10/08																								
62	Fire Protection	20 days	Tue 2/12/08	Mon 3/10/08																								
63	Low Voltage	9 days	Fri 2/15/08	Wed 2/27/08																								
64	Install Gypsum Board	10 days	Fri 3/7/08	Thu 3/20/08																								
65	Tape and Mud Drywall	6 days	Tue 3/18/08	Tue 3/25/08																								
66	Paint	6 days	Mon 3/24/08	Mon 3/31/08																								
67	Install Ceiling Grid	8 days	Wed 3/26/08	Fri 4/4/08																								
68	Install Lighting	6 days	Tue 4/1/08	Tue 4/8/08																								
69	Install Doors & Hardware	6 days	Wed 3/26/08	Wed 4/2/08																								
70	Casework	15 days	Wed 3/26/08	Tue 4/15/08																								
71	VCT & Carpet	20 days	Wed 3/26/08	Tue 4/22/08																								
72	Ceramic Tile	7 days	Wed 3/26/08	Thu 4/3/08																								
73	Plumbing Fixtures	6 days	Fri 4/4/08	Fri 4/11/08																								
74	Glazing	8 days	Thu 4/3/08	Mon 4/14/08																								
75	MEP Finishes	15 days	Tue 4/1/08	Mon 4/21/08																								
76	Bathroom Specialties	4 days	Tue 4/1/08	Fri 4/4/08																								
77	Cleanup	5 days	Tue 4/22/08	Mon 4/28/08																								
78	Third Floor Temporary Space Finished	1 day	Tue 4/29/08	Tue 4/29/08																								
79	Fourth Floor North Finish Work	68 days	Thu 3/6/08	Mon 6/9/08																								
80	Hollowmetal Frame	6 days	Thu 3/6/08	Thu 3/13/08																								
81	Interior Metal Studs	10 days	Fri 3/14/08	Thu 3/27/08																								
82	MEP Rough In	20 days	Tue 3/25/08	Mon 4/21/08																								



Project: Boone County Courthouse Date: Thu 10/25/07	Critical		Task Progress		Summary Progress		Rolled Up Task		Rolled Up Milestone	
	Critical Split		Baseline		Summary		Rolled Up Split		External Tasks	
	Critical Progress		Baseline Split		Rolled Up Critical		Rolled Up Task Progress		External Summary	
	Task		Baseline Milestone		Rolled Up Critical Split		Rolled Up Baseline		External Milestone	
	Split		Milestone		Rolled Up Critical Progress		Rolled Up Baseline Milestone		Deadline	

Boone County Courthouse Project Schedule



Project: Boone County Courthouse
Date: Thu 10/25/07

Critical		Task Progress		Summary Progress		Rolled Up Task		Rolled Up Milestone	
Critical Split		Baseline		Summary		Rolled Up Split		External Tasks	
Critical Progress		Baseline Split		Rolled Up Critical		Rolled Up Task Progress		Project Summary	
Task		Baseline Milestone		Rolled Up Critical Split		Rolled Up Baseline		External Milestone	
Split		Milestone		Rolled Up Critical Progress		Rolled Up Baseline Milestone		Deadline	

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

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

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$30.30	\$4.75 + 41.3%
Lineman Operator	\$27.04	\$4.75 + 41.3%
Groundman	\$21.22	\$4.75 + 41.3%

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

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

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$30.30	\$4.75 + 37.3%
Lineman Operator	\$26.16	\$4.75 + 37.3%
Groundman	\$20.23	\$4.75 + 37.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed 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.

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 3:30 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. 33: Means the standard work day shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

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

NO. 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 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 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. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between time and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above; and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

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. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employer's discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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.

NO. 94: Means eight (8) hours shall constitute a day's 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.

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

NO. 119: 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 (flood 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.

**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 Monday following. 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. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 31: All work done on New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 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.

**BOONE COUNTY
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: 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 employees will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

OCCUPATIONAL TITLE	Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/06	\$26.18	7	16	\$9.49
Millwright	5/06	\$26.18	7	16	\$9.49
Pile Driver Worker	5/06	\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I	5/06	\$23.70	21	5	\$15.31
Group II	5/06	\$23.38	21	5	\$15.31
Group III	5/06	\$23.15	21	5	\$15.31
Group IV	5/06	\$19.50	21	5	\$15.31
Oilier-Driver	5/06	\$19.50	21	5	\$15.31
LABORER					
General Laborer	5/06	\$22.52	2	4	\$8.13
Skilled Laborer	5/06	\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I	5/06	\$24.27	22	19	\$8.00
Group II	5/06	\$24.43	22	19	\$8.00
Group III	5/06	\$24.42	22	19	\$8.00
Group IV	5/06	\$24.54	22	19	\$8.00

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 from holidays. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular 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. 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 (4) day 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. 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. 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the

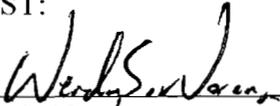
20th day of November 20 07

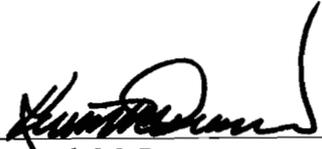
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 65-25SEP07 Courthouse Expansion Project – BC-08 – Drywall, Insulation, Acoustic Ceilings to Braun Plastering Company, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

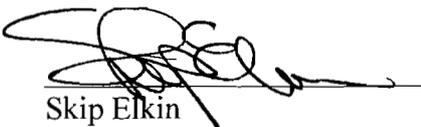
Done this 20th day of November, 2007.

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



AIA[®] Document A101/CMa[™] – 1992

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the Twenty Fifth day of October in the year of Two Thousand Seven
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

and the Contractor:
(Name and address)

Braun Plastering Co., Inc.
4901 Business 50 West
Jefferson City, Missouri 65109

For the following Project:
(Include detailed description of Project, location, address and scope.)

Project 070011-
County of Boone 13th Judicial Courts Expansion
705 E. Walnut Street
Columbia, MO 65201

The Construction Manager is:
(Name and address)

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, MO 63139

The Architect is:
(Name and address)

Butler Rosenbury & Partners
319 North Main
Suite 200
Springfield, MO 65806

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All work required for Bid Package BC-08 (Project No.76-30AUG07) – Drywall, Insulation, Acoustic Ceilings

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Paragraphs deleted)

() days after the Date of Commencement.

Substantial Completion date as identified in the project schedule included in the Project Manual dated August 8, 2007– Section 00200. (See Attachment H – Schedule)

Portion of Work

Substantial Completion date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Contract Sum of Eight Hundred Seventeen Thousand Dollars and Zero Cents (\$817,000.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95.00%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

Init.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)
(1.5% simple) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:
(Here list any special provisions affecting the Contract.)

1. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as obligees on the Performance and Payment Bonds.
2. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as Primary Additional Insured on the Certificate of Insurance. (See Attachment C for further details).

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 8, 2007, and are as follows:

Document	Title	Pages
----------	-------	-------

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:
(Table deleted)

§ 9.1.5 The Drawings are as follows, and are dated August 2, 2007 unless a different date is shown below:

Init.

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attachment D: Appendix B - Enumeration of Documents
(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 4	08/24/2007	
Addendum 5	09/04/2007	
Addendum 6	09/04/2007	
Addendum 7	09/12/2007	
Addendum 8	09/20/2007	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ATTACHMENT A – SAFETY

ATTACHMENT B – REQUIRED BILLING PROCEDURES

ATTACHMENT C – INSURANCE REQUIREMENTS

ATTACHMENT D – ENUMERATION OF DOCUMENTS

ATTACHMENT E – PERFORMANCE AND PAYMENT BONDS W/DUAL OBLIGEE RIDER

ATTACHMENT F – TAX EXEMPT CERTIFICATE

ATTACHMENT G – MISSOURI DIVISION OF LABOR STANDARDS ANNUAL WAGE ORDER NO. 13

ATTACHMENT H – SCHEDULE

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



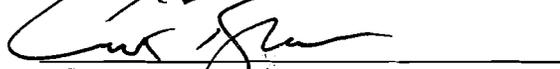
(Signature)

Kenneth M. Pearson, Presiding Commissioner

(Printed name and title)

CONTRACTOR

Braun Plastering Co., Inc.
4901 Business 50 West
Jefferson City, Missouri 65109



(Signature)

Curt Braun, President

(Printed name and title)

Init.

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User Notes:

(1186405105)

OWNER CONSTRUCTION REPRESENTATIVE

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

Karen Miller

(Signature)

Karen Miller, Commissioner

(Printed name and title)

ATTEST

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

Wendy S. Noren

(Signature)

Wendy Noren, County Clerk

(Printed name and title)

APPROVED AS TO LEGAL FORM

County of Boone - Missouri
601 East Walnut
Columbia, Missouri 65201

John Patton

(Signature)

John Patton, Boone County Counselor

(Printed name and title)

CONSTRUCTION MANAGER

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, Missouri 63139

David Pederson

(Signature)

David Pederson, S. M. Wilson & Co.
Representative

(Printed name and title)

CERTIFICATION:

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

James Pitchford by *KF* 11/19/07
Auditor Date

\$ 817,000.00 4061-71201

Init.

Handwritten mark

**ATTACHMENT A - SAFETY
NOTICE TO ALL CONTRACTORS**

TO: ALL CONTRACTORS

FROM: THOMAS BURNS, SAFETY DIRECTOR

S. M. Wilson & Co. has made a commitment to deliver a quality project, built on time, within budget and built safely. It's our mission to fulfill all of these commitments without sacrificing one for the other. To achieve this mission, we must provide our people with the best equipment and training. We empower all of our employees to perform their work safely. We give our project management team the authority and the support of upper management to do whatever they need to do to achieve these goals. We expect every contractor working on this project to actively support this philosophy in the course of this project.

Each contractor working on our projects will comply with all regulations of the Occupational Safety and Health Administration (OSHA) and other applicable standards.

Safety is part of everyone's job. Every employee should report all safety hazards to their supervisor until corrected. No one is expected to work under unsafe conditions.

Each contractor must submit their Corporate Safety Manual, Hazard Communication Program, site specific Material Safety Data Sheets, and a Site Specific Safety Program.

Each contractor is to provide all training weekly safety meetings and documentation required by applicable regulations for their employees.

Each contractor is required to inspect their own work and make necessary corrections immediately.

Each contractor is required to follow S. M. Wilson & Co.'s safety program unless their program is more stringent.

The following work rules are minimum requirements for everyone present on S. M. Wilson & Co. projects.

- Hard Hats are required to be worn by all employees. When the Project Superintendent, Project Manager, and Safety Director decide to go to an "as needed" basis, all contractors on site will be informed.
- Proper work attire shall be worn by all employees and subcontractor employees, including sturdy, heavy-duty work shoes, long pants and shirts with sleeves. Personal Protective Equipment shall be worn as necessary by site owner.
- Housekeeping is vital to maintaining a safe workplace. All contractors shall keep their work area clean at all times.
- The use, sale, purchase, transfer, or possession of intoxicating beverages, illegal drugs, unauthorized firearms, or other weapons on the jobsite is strictly prohibited. Being under the influence of alcohol or illegal drugs is forbidden.

ATTACHMENT B REQUIRED BILLING PROCEDURE

Effective June 2001, S.M. Wilson & Co. will accept billings only on the attached AIA G702 and G703 Billing Forms. Your AIA should only include charges for items that were included in your original contract or have been added by an approved S.M. Wilson & Co. Change Order. Any pending extras that are not included in approved Change Orders need to be listed on the attached Outstanding Items form. This list will identify all extras that need to be addressed. **Any extras that have not been written as a Change Order cannot be included on your billing form.**

Please help us help you. These required forms will allow us to process your billing faster and more accurately. All billings not submitted on the attached forms will be returned to your office for correction and may hold up your payment.

Thank you for your cooperation.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMa

PAGE ONE OF _____ PAGES

TO OWNER: PROJECT:

APPLICATION NO: Distribution to:

- OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

PERIOD TO:
PROJECT NO:

FROM CONTRACTOR:

CONTRACT DATE:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- | | | |
|--|----|------------|
| 1. ORIGINAL CONTRACT SUM | \$ | _____ |
| 2. Net change by Change Orders | \$ | _____ |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | _____ 0.00 |
| 4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703) | \$ | _____ |
| 5. RETAINAGE: | | |
| a. _____ % of Completed Work | \$ | _____ |
| (Column D + E on G703) | | |
| b. _____ % of Stored Material | \$ | _____ |
| (Column F on G703) | | |
| Total Retainage (Lines 5a + 5b or | | |
| Total in Column I of G703) | \$ | _____ 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) | \$ | _____ 0.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) | \$ | _____ |
| 8. CURRENT PAYMENT DUE | \$ | _____ 0.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) | \$ | _____ 0.00 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD E		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
GRAND TOTALS									

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

SUBCONTRACTOR OUTSTANDING ITEMS

S.M. WILSON PROJECT NAME _____

S.M. WILSON PROJECT NO. _____

Contractor: _____ Date: _____

The following added scope items have not been included in our contract amount to date:

I. **Cost incurred** extra work items: (include all extra work tickets, tracking numbers, etc.)

II. **Cost Not Incurred** extra work proposals: (include any proposal letter dates)

ATTACHMENT C INSURANCE REQUIREMENTS

Prior to all Subcontractors starting a project, S. M. Wilson & Co. requires a Certificate of Insurance (Acord Form 25-S), signed by an authorized representative of the insurance company, which meets all of the requirements listed on the attached Sample Certificate of Insurance. This insurance shall be purchased from companies lawfully authorized to do business in the jurisdiction where the Project is located, and that is acceptable to the Contractor. Primary and non-contributory additional insured wording **MUST** appear on the Certificate of Insurance as stipulated in the Sample. Please provide a copy of the endorsement naming S. M. Wilson & Co. and the Owner of the project (and potential others – please check description of operations section on Sample Certificate of Insurance for named additional insureds) as primary and non-contributory additional insureds. This **MUST** be on a form which provides coverage for ongoing work and completed work/completed operations. (We can provide you with a listing of acceptable endorsements, if needed.) In addition, please provide waiver(s) of subrogation in favor of all additional insureds on all coverages where permitted by law. As General Contractor and representative of the Owner, we reserve the right to review copies of your policies prior to releasing payment, if you have not complied with the certificate and endorsement requirements.

If your insurance company is unable to comply with our requirements, please provide a Certificate of Insurance naming S. M. Wilson & Co. and the Owner of the project (and potential others – please check description of operations section on Sample Certificate of Insurance for named additional insureds) as additional insureds and attach a letter from your insurance company explaining why you cannot comply. We will then take this under review to determine how to proceed.

Notwithstanding any other provisions, the Contractor shall have no obligation to make any payment to the Subcontractor until the Subcontractor has provided the required Certificate of Insurance and endorsements.

Please forward all documents to:

Ms. Teresa Hecker
S. M. Wilson & Co.
P. O. Box 5210
St. Louis, MO 63139

Should you have any questions, please do not hesitate to contact Teresa at 314.633.5758.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
12/31/06

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

SUBCONTRACTOR'S NAME & ADDRESS
As shown on the contract

INSURER A: SUBCONTRACTOR'S INSURANCE CO.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		12/31/06	12/31/07	EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00
GEN'L AGGREGATE LIMIT APPLIES FOR: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/>					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		12/31/06	12/31/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
	GARAGE LIABILITY ANY AUTO				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		12/31/06	12/31/07	EACH OCCURRENCE \$2,000,000.00 AGGREGATE \$2,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		12/31/06	12/31/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: Job No. 070011, Boone County Courtroom Expansion, Columbia, Missouri
S. M. Wilson & Co. and Boone County Missouri through the Boone County Commission are named as additional insureds regarding General Liability, Automobile and Excess Liability coverages and such coverages are primary and non-contributory to the additional insureds' coverage. Waiver of subrogation in favor of the additional insureds applies on all coverages where permitted by law.

(Please provide a copy of additional insured endorsement #CG20101185 naming previously listed additional insureds, or endorsements #CG20101001 and #CG20371001, both also naming previously listed additional insureds. If you cannot provide these endorsements, please provide their equivalent, endorsing all additional insureds with ongoing and completed operations.)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

S. M. Wilson & Co.
Attn: Teresa Hecker
2185 Hampton Avenue
St. Louis, Missouri 63139

AUTHORIZED REPRESENTATIVE

IMPORTANT

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

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

DISCLAIMER

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

ATTACHMENT D

APPENDIX B

Enumeration of Documents

Drawings Dated August 2, 2007

S 0.0
S1 .1 – S 1.2
S 2.1 – S 2.7
A0.1 – A0.7
A1.1 – A1.12
A2.1 – A2.6
A3.1 – A3.7
A4.1
A5.1 – A5.8
A6.1 – A6.8
ME1 – ME2
M1 – M24
E1 – E22

Specifications Dated August 2, 2007

**PROJECT MANAGEMENT - DRAWING LOG**

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
Discipline: ARCHITECTURAL							
A0.1	Ground Floor Egress Plan		0 02 Aug, 2007				
A0.2	First Floor Egress Plan		0 02 Aug, 2007				
A0.3	Second Floor Egress Plan		0 02 Aug, 2007				
A0.4	Third Floor Egress Plan		0 02 Aug, 2007				
A0.5	Fourth Floor Egress Plan		0 02 Aug, 2007				
A0.6	Fire Rated Assemblies		0 02 Aug, 2007				
A0.7	Fire Rated Assemblies		0 02 Aug, 2007				
A1.1	Ground Floor Plan, Phase 2		0 02 Aug, 2007				
A1.10	Enlarged Plans		0 02 Aug, 2007				
A1.11	Door Shedule		0 02 Aug, 2007				
A1.12	Finish Schedule / Legend		0 02 Aug, 2007				
A1.2	First Floor Plan - North Building, Phase 3		0 02 Aug, 2007				
A1.3	First Floor Plan - South Building, Phase 3		0 02 Aug, 2007				
A1.4	Second Floor Plan - North Building		0 02 Aug, 2007				
A1.5	Second Floor Plan - South Building, Shase 2A		0 02 Aug, 2007				
A1.6	Third Floor Plan - North building, Rhase 1, 2, 4		0 02 Aug, 2007				
A1.7	Third Floor Plan - South Building		0 02 Aug, 2007				
A1.8	Fourth Floor Plan, Phase 1, 2		0 02 Aug, 2007				
A1.9	Third Floor Phase 2 Plan		0 02 Aug, 2007				
A2.1	North Elevation		0 02 Aug, 2007				
A2.2	East Elevation		0 02 Aug, 2007				
A2.3	West Elevation		0 02 Aug, 2007				
A2.4	South Elevation / Section		0 02 Aug, 2007				
A2.5	Building Sections		0 02 Aug, 2007				
A2.6	Building Sections		0 02 Aug, 2007				
A3.1	Wall Sections		0 02 Aug, 2007				
A3.2	Wall Sections		0 02 Aug, 2007				
A3.3	Wall Sections		0 02 Aug, 2007				
A3.4	Wall Sections		0 02 Aug, 2007				
A3.5	West Fire Stair Plans		0 02 Aug, 2007				
A3.6	Ceremonial Stair Sections		0 02 Aug, 2007				
A3.7	East Fire Stair Plans		0 02 Aug, 2007				
A4.1	Roof Plan		0 02 Aug, 2007				
A5.1	Interior Elevations		0 02 Aug, 2007				
A5.2	Interior Elevations		0 02 Aug, 2007				
A5.3	Interior Elevations		0 02 Aug, 2007				
A5.4	Interior Elevations		0 02 Aug, 2007				
A5.5	Millwork Sections		0 02 Aug, 2007				
A5.6	Enlarged Plans & Interior Details		0 02 Aug, 2007				
A5.7	Interior Elevations		0 02 Aug, 2007				
A5.8	Millwork Sections		0 02 Aug, 2007				
A6.1	Ground Floor RCP		0 02 Aug, 2007				
A6.2	First Floor RCP - North Building		0 02 Aug, 2007				
A6.3	First Floor RCP - South Building		0 02 Aug, 2007				
A6.4	Second Floor RCP - North Building		0 02 Aug, 2007				
A6.5	Second Floor RCP - South Building		0 02 Aug, 2007				
A6.6	Third Floor RCP - North Building		0 02 Aug, 2007				
A6.7	Third Floor RCP - South Building		0 02 Aug, 2007				
A6.8	Fourth Floor RCP		0 02 Aug, 2007				
Discipline: ELECTRICAL							
E1	Ground Floor Electrical Demo Plan		0 02 Aug, 2007				
E10	Fourth Floor (North) Lighting Plan		0 02 Aug, 2007				
E11	1st / 2nd Floor (South) Lighting Plan		0 02 Aug, 2007				
E12	3rd Floor (South) Lighting Plan		0 02 Aug, 2007				
E13	Ground Floor Power Plan		0 02 Aug, 2007				
E14	First Floor (North) Power Plan		0 02 Aug, 2007				

**PROJECT MANAGEMENT - DRAWING LOG**

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
E15	Second Floor (North) Power Plan		0 02 Aug, 2007				
E16	Third Floor (North) Power Plan		0 02 Aug, 2007				
E17	Fourth Floor (North) Power Plan		0 02 Aug, 2007				
E18	1st / 2nd Floor (South) Power Plan		0 02 Aug, 2007				
E19	3rd Floor (South) Power Plan		0 02 Aug, 2007				
E2	1st Floor (North) Elect. Demo Plan		0 02 Aug, 2007				
E20	Electrical Details and Schedules		0 02 Aug, 2007				
E21	Electrical Details and Schedules		0 02 Aug, 2007				
E22	Panel Schedules		0 02 Aug, 2007				
E3	2nd Floor (North) Elect. Demo Plan		0 02 Aug, 2007				
E4	1st / 2nd Floor South Elect. Demo Plans		0 02 Aug, 2007				
E5	3rd Floor Electrical Demo Plan		0 02 Aug, 2007				
E6	Ground Floor Lighting Plan		0 02 Aug, 2007				
E7	First Floor (North) Lighting Plan		0 02 Aug, 2007				
E8	Second Floor (North) Lighting Plan		0 02 Aug, 2007				
E9	Third Floor (North) Lighting Plan		0 02 Aug, 2007				
Discipline:	HVAC AND PLUMBING						
M1	Ground Floor Mech. Demo Plan		0 02 Aug, 2007				
M10	3rd Floor (North) Plumbing Plan		0 02 Aug, 2007				
M11	4th Floor (North) Plumbing Plan		0 02 Aug, 2007				
M12	1st / 2nd Floor (South) Plumbing Plan		0 02 Aug, 2007				
M13	3rd Floor (South) Plumbing Plan		0 02 Aug, 2007				
M14	Ground Floor Mechanical Plan		0 02 Aug, 2007				
M15	1st Floor (North) Mechanical Plan		0 02 Aug, 2007				
M16	2nd Floor (North) Mechanical Plan		0 02 Aug, 2007				
M17	3rd Floor (North) Mechanical Plan		0 02 Aug, 2007				
M18	4th Floor (North) Mechanical Plan		0 02 Aug, 2007				
M19	1st / 2nd Floor (South) Mech. Plan		0 02 Aug, 2007				
M2	1st Floor (North) Mech Demo Plan		0 02 Aug, 2007				
M20	3rd Floor (South) Mech. Plan		0 02 Aug, 2007				
M21	Mechanical Details and Schedules		0 02 Aug, 2007				
M22	Mechanical Details and Schedules		0 02 Aug, 2007				
M23	Plumbing Details and Schedules		0 02 Aug, 2007				
M24	Mechanical Controls		0 02 Aug, 2007				
M3	2nd Floor (North) Mech Demo Plan		0 02 Aug, 2007				
M4	1st / 2nd Floor (South) Mech Demo Plan		0 02 Aug, 2007				
M5	3rd Floor Mechanical Demo Plan		0 02 Aug, 2007				
M6	Ground Floor U / G Plumbing Plan		0 02 Aug, 2007				
M7	Ground Floor A / G Plumbing Plan		0 02 Aug, 2007				
M8	1st Floor (North) Plumbing Plan		0 02 Aug, 2007				
M9	2nd Floor (North) Plumbing Plan		0 02 Aug, 2007				
ME1	Mechanical & Elect. Symbols Legend		0 02 Aug, 2007				
ME2	Mech. / Elect. Roof Plan		0 02 Aug, 2007				
Discipline:	STRUCTURAL						
S0.0	General Notes		4 13 Jul, 2007				
S1.1	Foundation Plan		5 07 Aug, 2007				
S1.2	Foundation Details		0 07 Aug, 2007				
S2.1	Third Floor Framing Plan		5 07 Aug, 2007				
S2.2	Fourth Floor Framing Plan		5 07 Aug, 2007				
S2.3	Perimeter Steel		5 07 Aug, 2007				
S2.4	Roof Framing Plan		5 07 Aug, 2007				
S2.5	Bracing Elevations & Details		5 07 Aug, 2007				
S2.6	Framing Details		5 07 Aug, 2007				
S2.7	Framing Details		5 07 Aug, 2007				



01 - S. M. WILSON & CO.

PROJECT MANAGEMENT - DRAWING LOG

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Page: 3 of 3
Date: 12 Oct, 2007
Time: 08:52 AM

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
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END OF REPORT

Report Parameters

Project:	070011	Run Date:	12 Oct, 2007
		Run Time:	08:52 AM
		Operator:	KATHERINE
		Report Code:	PM3031



AIA[®] Document A312[™] - 1984

Performance Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page)

SURETY

Company:

(Corporate Seal)

Signature:

Name and

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Payment Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: None See Last Page

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

DUAL OBLIGEE RIDER

BOND NUMBER: _____

WHEREAS, on or about the ____ day of _____, _____,

_____ , as Principal, entered into a written agreement with

_____ , as Obligee, for

_____ and

WHEREAS, the Principal and _____ as Surety, made, executed and delivered to said Obligee their joint and several Performance Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee.
2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the Obligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further, that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obligee and S.M. Wilson & Co.
3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS ____ day of _____, _____.

PRINCIPAL

By: _____

SURETY

By: _____

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

PROJECT EXEMPTION CERTIFICATION FOR EXEMPT ENTITY CONSTRUCTION.

Name of Exempt Entity: County of Boone
Address: 801 E. Walnut
City/State/Zip: Columbia, Missouri 65201
Tax Identification Number: 12464848 Project Identification Number:

Project Location and Description of Project:

Contract Date:
Estimated Completion Date:
Certificate Expiration Date:

Construction Manager: S.M. Wilson & Co. Contact Person: Mitch Miller
Address: 2185 Hampton Avenue, St. Louis, MO 63139
Phone Number: (314) 645-9595
Contract Amount: TBD

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractors to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

SIGNATURE OF AUTHORIZED AGENT:

Melinda Bobbitt, CPPB
Director of Purchasing

Date



MISSOURI DEPARTMENT OF REVENUE
 CUSTOMER SERVICES DIVISION
PROJECT EXEMPTION CERTIFICATE

FORM
5060
 (REV. 5-2007)

**TO BE GIVEN TO
 YOUR CONTRACTOR**

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		MISSOURI TAX EXEMPTION NUMBER	
County of Boone		12464848	
ADDRESS	CITY	STATE	ZIP
801 E. Walnut, Room 236	Columbia	MO	65201
BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER	
11/01/07	1/01/09	70-30Aug07 -BC#8	
DESCRIPTION OF PROJECT			
Complete the drywall, insulation and acoustic ceiling package as identified in BC#8 for the Project known as the Boone County Courthouse Expansion.			
PROJECT LOCATION		EXPIRATION DATE	
601 E. Walnut, Columbia, MO 65201		1/01/09	
<p>Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.</p>			
EXEMPT ENTITY'S AUTHORIZED SIGNATURE		DATE	
<i>Karen M. Miller</i>		10/26/07	
<p>The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo.</p>			
NAME OF PURCHASING CONTRACTOR			
Braun Plastering Co. Inc.			
ADDRESS	CITY	STATE	ZIP
4901 Business 50 West	Jefferson City	MO	65109
<p>Contractors present this to your supplier in order to purchase the necessary materials tax exempt. NOTE: Complete and sign bottom portion if extending certificate to your subcontractor.</p>			
NAME OF PURCHASING SUBCONTRACTOR			
ADDRESS	CITY	STATE	ZIP
SIGNATURE OF CONTRACTOR		DATE	

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNI, Governor

Annual Wage Order No. 13

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 § 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 B. Dillingham, Director
Division of Labor Standards

This is a True and Accurate Copy Which Was Filed With The Secretary of State: March 10, 2006

Last Date Objections May Be Filed: April 10, 2006

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	Effective Date of	A	Basic Hourly Rates	Overtime Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$28.44	55	60	\$12.76
Bakermaker			\$28.60	57	7	\$17.00
Bricklayers - Stone Mason			\$25.39	59	7	\$10.12
Carpenter			\$21.13	60	15	\$9.58
Cement Mason			\$23.58	9	3	\$8.92
Electrician (Inside Wireman)			\$28.32	28	7	\$10.50 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		e	\$34.065	25	64	\$13.241
Operating Engineer						
Group I	8/08		\$24.62	88	68	\$15.40
Group II	5/08		\$24.62	88	68	\$15.40
Group III	6/06		\$23.37	88	68	\$15.40
Group III-A	6/06		\$24.62	88	68	\$15.40
Group IV	8/08		\$22.39	88	68	\$15.40
Group V	5/08		\$25.32	85	68	\$16.40
Pipe Fitter	7/08	B	\$31.00	81	69	\$17.83
Plaster			\$21.75	FED		\$12.21 + 8.4%
Laborer (Building)						
			\$17.87	110	7	\$8.43
First Semi-Skilled			\$19.87	110	7	\$8.43
Second Semi-Skilled			\$18.87	110	7	\$8.43
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$25.39	59	7	\$10.12
Millwright			\$22.13	60	15	\$9.58
Iron Worker			\$22.85	11	8	\$14.64
Painter			\$20.06	18	7	\$8.92
Plasterer			\$20.01	94	6	\$9.10
Plumber	7/08	b	\$31.00	91	69	\$17.83
Pile Driver			\$22.13	60	15	\$9.58
Roofer			\$24.76	12	4	\$8.89
Sheet Metal Worker	7/08		\$26.55	40	23	\$11.18
Sprinkler Fitter			\$29.08	33	19	\$12.65
Terrazzo Worker			\$25.39	59	7	\$10.12
Tile Setter			\$25.39	59	7	\$10.12
Truck Driver - Teamster						
Group I			\$21.00	101	5	\$7.50
Group II			\$21.85	101	5	\$7.50
Group III			\$21.16	101	5	\$7.50
Group IV			\$21.66	101	5	\$7.50
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

SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 13

7/08

ROONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) 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 (1 1/2) 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 (1 1/2) 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 (1 1/2) 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 (1 1/2) 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 (1 1/2). 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 (1 1/2).

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 5:00 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 3:30 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. 33: Means the standard work day shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period, or shall conform to the practices on the job site. Four (4) days at ten (10) hours a day may be worked at straight time; Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

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

NO. 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 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 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 DAYS: 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 at 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. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

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. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employer's discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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.

NO. 94: Means eight (8) hours shall constitute a day's 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.

DOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

NO. 119: 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 (flood 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.

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 Monday following. 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. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 31: All work done on New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 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 Benefit. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION**

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

Heavy Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/08	\$26.18	7	16	\$9.49
Millwright	5/08	\$26.18	7	16	\$9.49
Pile Driver Worker	5/08	\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I	5/08	\$23.70	21	5	\$15.31
Group II	5/08	\$23.35	21	5	\$15.31
Group III	5/08	\$23.15	21	5	\$15.31
Group IV	5/08	\$19.50	21	5	\$15.31
Oilier-Driver	5/08	\$19.50	21	5	\$15.31
LABORER					
General Laborer	5/08	\$22.52	2	4	\$8.13
Skilled Laborer	5/08	\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I	5/08	\$24.27	22	19	\$8.00
Group II	5/08	\$24.43	22	19	\$8.00
Group III	5/08	\$24.42	22	19	\$8.00
Group IV	5/08	\$24.54	22	19	\$8.00

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 from holidays. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular 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. 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) 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. 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. 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Auburn, Boone, Calhoun, Camden, Carter, Charlton, Clark, Cole, Cooper, Crawford, DeKalb, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lenoir, Lincoln, Logan, Macomb, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Polk, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$30.30	\$4.75 + 41.3%
Lineman Operator	\$27.04	\$4.75 + 41.3%
Groundman	\$21.22	\$4.75 + 41.3%

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

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

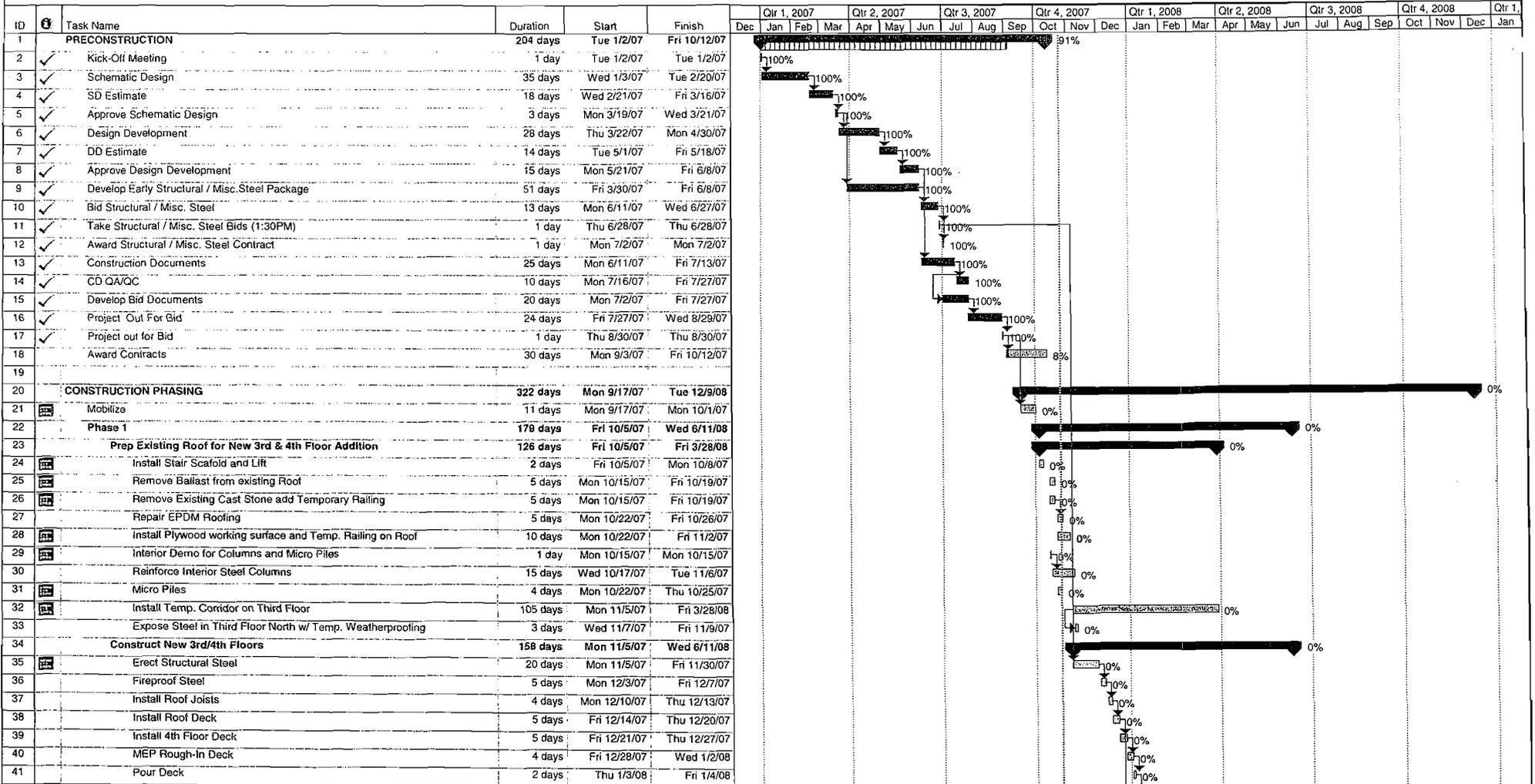
UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$30.30	\$4.75 + 37.3%
Lineman Operator	\$26.16	\$4.75 + 37.3%
Groundman	\$20.23	\$4.75 + 37.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed 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.

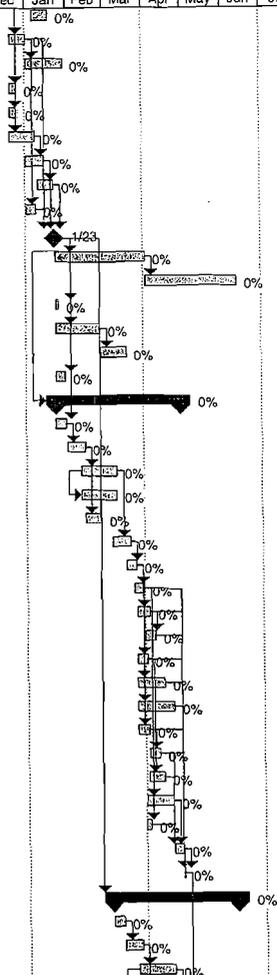
Boone County Courthouse Project Schedule



Project: Boone County Courthouse Date: Thu 10/25/07	Critical		Task Progress		Summary Progress		Rolled Up Task		Rolled Up Milestone	
	Critical Split		Baseline		Summary		Rolled Up Split		External Tasks	
	Critical Progress		Baseline Split		Rolled Up Critical		Rolled Up Task Progress		Project Summary	
	Task		Baseline Milestone		Rolled Up Critical Split		Rolled Up Baseline		External Milestone	
	Split		Milestone		Rolled Up Critical Progress		Rolled Up Baseline Milestone		Deadline	

Boone County Courthouse Project Schedule

ID	Task Name	Duration	Start	Finish	Qtr 1, 2007			Qtr 2, 2007			Qtr 3, 2007			Qtr 4, 2007			Qtr 1, 2008			Qtr 2, 2008			Qtr 3, 2008			Qtr 4, 2008			Qtr 1
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
42	Install Curtain Wall	10 days	Mon 1/17/08	Fri 1/18/08																									
43	Install Insulation and Blocking on Roof	8 days	Fri 12/21/07	Tue 1/1/08																									
44	Standing Seam Roof	20 days	Wed 1/2/08	Tue 1/29/08																									
45	Temporary Electric & Lighting	3 days	Fri 12/21/07	Tue 12/25/07																									
46	Temporary Plumbing	4 days	Fri 12/21/07	Wed 12/26/07																									
47	Exterior Wall Metal Studs	13 days	Fri 12/21/07	Tue 1/8/08																									
48	Exterior Wall Gyp Board	10 days	Wed 1/2/08	Tue 1/15/08																									
49	Exterior Wall Weather Wrap	8 days	Fri 1/11/08	Tue 1/22/08																									
50	Install EPDM Roof Membrane	5 days	Wed 1/2/08	Tue 1/8/08																									
51	Building Weather Tight	1 day	Wed 1/23/08	Wed 1/23/08																									
52	Elevator Work - Judges	50 days	Thu 1/24/08	Wed 4/2/08																									
53	Elevator Work - Prisoners	50 days	Thu 4/3/08	Wed 6/11/08																									
54	Remove and Reinstall Skylight on Roof	2 days	Thu 1/24/08	Fri 1/25/08																									
55	Masonry	25 days	Thu 1/24/08	Wed 2/27/08																									
56	Windows	14 days	Thu 2/28/08	Tue 3/18/08																									
57	Demo Existing Third Floor North	5 days	Thu 1/24/08	Wed 1/30/08																									
58	Third Floor North Finish Work	69 days	Thu 1/24/08	Tue 4/29/08																									
59	Hollowmetal Frame	6 days	Thu 1/24/08	Thu 1/31/08																									
60	Interior Metal Studs	10 days	Fri 2/1/08	Thu 2/14/08																									
61	MEP Rough In	20 days	Tue 2/12/08	Mon 3/10/08																									
62	Fire Protection	20 days	Tue 2/12/08	Mon 3/10/08																									
63	Low Voltage	9 days	Fri 2/15/08	Wed 2/27/08																									
64	Install Gypsum Board	10 days	Fri 3/7/08	Thu 3/20/08																									
65	Tape and Mud Drywall	6 days	Tue 3/18/08	Tue 3/25/08																									
66	Paint	6 days	Mon 3/24/08	Mon 3/31/08																									
67	Install Ceiling Grid	8 days	Wed 3/26/08	Fri 4/4/08																									
68	Install Lighting	5 days	Tue 4/1/08	Tue 4/8/08																									
69	Install Doors & Hardware	6 days	Wed 3/26/08	Wed 4/2/08																									
70	Casework	15 days	Wed 3/26/08	Tue 4/15/08																									
71	VCT & Carpet	20 days	Wed 3/26/08	Tue 4/22/08																									
72	Ceramic Tile	7 days	Wed 3/26/08	Thu 4/3/08																									
73	Plumbing Fixtures	5 days	Fri 4/4/08	Fri 4/11/08																									
74	Glazing	8 days	Thu 4/3/08	Mon 4/14/08																									
75	MEP Finishes	15 days	Tue 4/1/08	Mon 4/21/08																									
76	Bathroom Specialties	4 days	Tue 4/1/08	Fri 4/4/08																									
77	Cleanup	5 days	Tue 4/22/08	Mon 4/28/08																									
78	Third Floor Temporary Space Finished	1 day	Tue 4/29/08	Tue 4/29/08																									
79	Forth Floor North Finish Work	68 days	Thu 3/6/08	Mon 6/9/08																									
80	Hollowmetal Frame	6 days	Thu 3/6/08	Thu 3/13/08																									
81	Interior Metal Studs	10 days	Fri 3/14/08	Thu 3/27/08																									
82	MEP Rough In	20 days	Tue 3/25/08	Mon 4/21/08																									



Project: Boone County Courthouse Date: Thu 10/25/07	Critical		Task Progress		Summary Progress		Rolled Up Task		Rolled Up Milestone	
	Critical Split		Baseline		Summary		Rolled Up Split		External Tasks	
	Critical Progress		Baseline Split		Rolled Up Critical		Rolled Up Task Progress		Project Summary	
	Task		Baseline Milestone		Rolled Up Critical Split		Rolled Up Baseline		External Milestone	
	Split		Milestone		Rolled Up Critical Progress		Rolled Up Baseline Milestone		Deadline	

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Braun Plastering Company, Inc.

4901 Business 50 West, Jefferson City, MO 65109

as Principal, hereinafter called Contractor, and Hartford Fire Insurance Company
P.O. Box 2927, Shawnee Mission, KS 66201

a Corporation, organized under the laws of the State of Connecticut
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 Eight Hundred Seventeen Thousand Dollars and 00/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated October 25, 2007 entered into a
Contract with Owner for:

BID NUMBER 76-30AUG07/65-25SEP07

**Boone County Courthouse Expansion – BC-08 – Drywall, Insulation, Acoustic Ceilings
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO, on this 25th day of October, 2007.

Braun Plastering Company, Inc.
(Contractor)

(SEAL)

BY: *Quinn Truck Corp. Inc.*

Hartford Fire Insurance Company
(Surety Company)

(SEAL)

BY: *Kris L. Bennett*
(Attorney-In-Fact) Kris L. Bennett

BY: _____
(Missouri Representative)

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Braun Plastering Company, Inc.
4901 Business 50 West, Jefferson City, MO 65109,
as Principal, hereinafter called Contractor, and Hartford Fire Insurance Company
P.O. Box 2927, Shawnee Mission, KS 66201
a corporation organized under the laws of the State of Connecticut, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of

Eight Hundred Seventeen Thousand Dollars and 00/100 DOLLARS

(\$ 817,000.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated October 25, 2007 entered
into a contract with Owner for

BID NUMBER 76-30AUG07/65-25SEP07
Boone County Courthouse Expansion – BC-08 – Drywall, Insulation, Acoustic Ceilings
BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO on this 25th day of October 2007.

CONTRACTOR Braun Plastering Company, Inc. (SEAL)

BY: Quinn Tork, Corp. Sec.

SURETY COMPANY Hartford Fire Insurance Company

BY: Kris L. Bennett
(Attorney-In-Fact) Kris L. Bennett

BY: _____
(Missouri Representative)

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

DUAL OBLIGEE RIDER

BOND NUMBER: 37BCSCH0601

WHEREAS, on or about the 25th day of October, 2007,

Braun Plastering Company, Inc. as Principal, entered into a written agreement with

County of Boone - Missouri, as Obligee, for

Boone County Courthouse Expansion - BC-08 - Drywall, Insulation, Acoustic Ceilings and

Hartford Fire Insurance Company
WHEREAS, the Principal and _____ as Surety, made, executed and delivered to said Obligee their joint and several Performance Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee.
2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the Obligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further, that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obligee and S.M. Wilson & Co.
3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS 25th day of October, 2007.

Braun Plastering Company, Inc.
PRINCIPAL

By: Quinn Brock, Corp. Sec.

Hartford Fire Insurance Company
SURETY

By: Kris L. Bennett
Kris L. Bennett, Attorney-in-Fact

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri

County of Cole



ss.

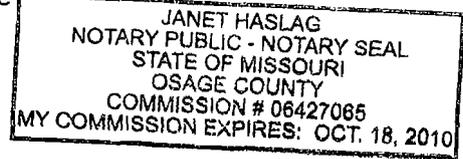
On this 25th day of October, 2007, before me personally appeared Kris L. Bennett, known to, me to be the Attorney-in-Fact of Hartford Fire Insurance Company

_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Janet Haslag

Notary Public in the State of Missouri
County of Osage



(Seal)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 37-280115

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Kris L. Bennett, Louis A. Landwehr, Charles E. Trabue, Beverly J. Backers
of
Jefferson City, MO

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz
Paul A. Bergenholtz, Assistant Secretary

David T. Akers
David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **October 25, 2007**
Signed and sealed at the City of Hartford.



Gary W. Stumper
Gary W. Stumper, Assistant Vice President



Inquiries Regarding Claims

Hartford Fire Insurance Company	Twin City Insurance Company
Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois
Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest
Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number	:	888-266-3488
Fax - Claims	:	860-757-5835 or 860-547-8265
E-mail	:	claims@1stepsurety.com
Mailing Address	:	The Hartford The Hartford Fidelity & Bonding (BOND) Hartford Plaza 690 Asylum Avenue Hartford, CT 06115

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CN
BRAUN-1

DATE (MM/DD/YYYY)
11/12/07

PRODUCER
Winter-Dent & Company
101 E. McCarty Street
P.O. Box 1046
Jefferson City MO 65102-1046
Phone: 573-634-2122 Fax: 573-636-7500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Braun Plastering Company, Inc
Braun Drywall & Ceiling Supply
Inc
4901 Business 50 West
Jefferson City MO 65109

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	United Fire & Casualty Company	13021
INSURER B:	Builders Assc. Self-Insurers	510001
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60329981	12/31/06	12/31/07	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	60329981	12/31/06	12/31/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	60329981	12/31/06	12/31/07	EACH OCCURRENCE	\$ 3000000
						AGGREGATE	\$ 3000000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	07WC0248	01/01/07	12/31/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
A		Installation Float	60329981	12/31/06	12/31/07	Limit	100000
A		Hired Equipment	60329981	12/31/06	12/31/07	Limit	38000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Project #070011 - County of Boone 13th Judicial Courts Expansion, 705 E Walnut St, Columbia, MO 65201

CERTIFICATE HOLDER

SMWIL-1

S.M. Wilson & Company
P. O. Box 5210
St Louis MO 63139

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Crystal York

NOTEPAD:HOLDER CODE SMWIL-1
INSURED'S NAME Braun Plastering Company, IncBRAUN-1
OP ID CNPAGE 3
DATE 11/12/07

Certificate holder and County of Boone, Missouri are included as additional insured under the general liability (including ongoing and completed operations), auto liability and umbrella liability when required by written contract on a primary noncontributory basis including waiver of subrogation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS BLANKET ADDITIONAL INSURED –
LIMITED PRODUCTS - COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. **A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", or "property damage".
- B.** The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of "your work" at the location designated and described in the written contract or written agreement performed for that additional insured and only for that liability included in the "products-completed operations hazard".
- C.** When coverage provided under this endorsement does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard":
 1. Such coverage will not apply subsequent to the first to occur of the following:
 - a. The expiration of the period of time required by the written contract or written agreement;
 - b. Five years from the completion of "your work" on the project that is the subject of the written contract or written agreement.
 - c. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
2. Such coverage will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in Section III-LIMITS OF INSURANCE.
2. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
3. With respect to the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following language:

PREMIUM 1,500



Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization the end of the policy period, whichever is earlier.

The following are added:

5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

6. Additional Insured - Vendors

Any person or organization (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products", which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 20th day of November 20 07

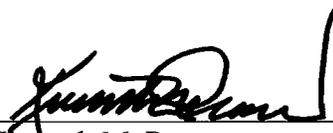
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 70-30AUG07 – Courthouse Expansion Project – BC-02 – Concrete Foundations, Sidewalks, Flatwork to Sircal Contracting, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20th day of November, 2007.

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



AIA[®] Document A101/CMa[™] – 1992

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the Twenty Fifth day of October in the year of Two Thousand Seven
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

and the Contractor:
(Name and address)

Sircal Contracting, Inc.
1331 Monroe Street
Jefferson City, Missouri 65101

For the following Project:
(Include detailed description of Project, location, address and scope.)

Project 070011-
County of Boone 13th Judicial Courts Expansion
705 E. Walnut Street
Columbia, MO 65201

The Construction Manager is:
(Name and address)

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, MO 63139

The Architect is:
(Name and address)

Butler Rosenbury & Partners
319 North Main
Suite 200
Springfield, MO 65806

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

- | All work required for Bid Package BC-02 (Project No.70-30AUG07) – Concrete Foundations, Sidewalks, Flatwork

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Paragraphs deleted)

() days after the Date of Commencement.

Substantial Completion date as identified in the project schedule included in the Project Manual dated August 8, 2007– Section 00200. (See Attachment H – Schedule)

Portion of Work	Substantial Completion date
------------------------	------------------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Contract Sum of One Hundred Thirty Eight Thousand Five Hundred Dollars and Zero Cents (\$ 138,500.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.
/

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95.00%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)
(1.5% simple) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:
(Here list any special provisions affecting the Contract.)

1. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as obligees on the Performance and Payment Bonds.
2. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as Primary Additional Insured on the Certificate of Insurance. (See Attachment C for further details).

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 8, 2007, and are as follows:

Document	Title	Pages
----------	-------	-------

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:
(Table deleted)

§ 9.1.5 The Drawings are as follows, and are dated August 2, 2007 unless a different date is shown below:

AIA Document A101/CMA™ – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:23:01 on 11/01/2007 under Order No.1000264681_2 which expires on 12/12/2007, and is not for resale.
User Notes: (1562592338)

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

(Table deleted)

See Attachment D: Appendix B - Enumeration of Documents

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 4	08/24/2007	
Addendum 5	09/04/2007	
Addendum 6	09/04/2007	
Addendum 7	09/12/2007	
Addendum 8	09/20/2007	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

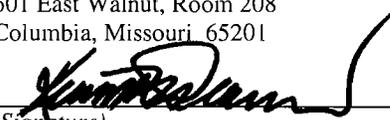
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- ATTACHMENT A – SAFETY
- ATTACHMENT B – REQUIRED BILLING PROCEDURES
- ATTACHMENT C – INSURANCE REQUIREMENTS
- ATTACHMENT D – ENUMERATION OF DOCUMENTS
- ATTACHMENT E – PERFORMANCE AND PAYMENT BONDS W/DUAL OBLIGEE RIDER
- ATTACHMENT F – TAX EXEMPT CERTIFICATE
- ATTACHMENT G – MISSOURI DIVISION OF LABOR STANDARDS ANNUAL WAGE ORDER NO. 13
- ATTACHMENT H – SCHEDULE

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

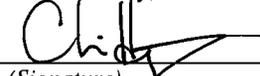
County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)
Kenneth M. Pearson, Presiding Commissioner
(Printed name and title)

CONTRACTOR

Sircal Contracting, Inc.
1331 Monroe Street
Jefferson City, Missouri 65101



(Signature)
Chris Hentges, President
(Printed name and title)

Init.

OWNER CONSTRUCTION REPRESENTATIVE

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

Karen Miller

(Signature)

Karen Miller, Commissioner

(Printed name and title)

(Row deleted)

APPROVED AS TO LEGAL FORM

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

(Signature)

John Patton, Boone County Counselor

(Printed name and title)

ATTEST

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

Wendy S. Noren

(Signature)

Wendy Noren, County Clerk

(Printed name and title)

CONSTRUCTION MANAGER

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, Missouri 63139

(Signature)

David Pederson, S. M. Wilson & Co.
Representative

(Printed name and title)

CERTIFICATION:

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

Jane Pitchford by KE 11/19/07

Auditor

Date

138,500.00 4061-71201

Init.

User Notes:

(1169412450)

2003

ATTACHMENT A - SAFETY NOTICE TO ALL CONTRACTORS

TO: ALL CONTRACTORS

FROM: THOMAS BURNS, SAFETY DIRECTOR

S. M. Wilson & Co. has made a commitment to deliver a quality project, built on time, within budget and built safely. It's our mission to fulfill all of these commitments without sacrificing one for the other. To achieve this mission, we must provide our people with the best equipment and training. We empower all of our employees to perform their work safely. We give our project management team the authority and the support of upper management to do whatever they need to do to achieve these goals. We expect every contractor working on this project to actively support this philosophy in the course of this project.

Each contractor working on our projects will comply with all regulations of the Occupational Safety and Health Administration (OSHA) and other applicable standards.

Safety is part of everyone's job. Every employee should report all safety hazards to their supervisor until corrected. No one is expected to work under unsafe conditions.

Each contractor must submit their Corporate Safety Manual, Hazard Communication Program, site specific Material Safety Data Sheets, and a Site Specific Safety Program.

Each contractor is to provide all training weekly safety meetings and documentation required by applicable regulations for their employees.

Each contractor is required to inspect their own work and make necessary corrections immediately.

Each contractor is required to follow S. M. Wilson & Co.'s safety program unless their program is more stringent.

The following work rules are minimum requirements for everyone present on S. M. Wilson & Co. projects.

- Hard Hats are required to be worn by all employees. When the Project Superintendent, Project Manager, and Safety Director decide to go to an "as needed" basis, all contractors on site will be informed.
- Proper work attire shall be worn by all employees and subcontractor employees, including sturdy, heavy-duty work shoes, long pants and shirts with sleeves. Personal Protective Equipment shall be worn as necessary by site owner.
- Housekeeping is vital to maintaining a safe workplace. All contractors shall keep their work area clean at all times.
- The use, sale, purchase, transfer, or possession of intoxicating beverages, illegal drugs, unauthorized firearms, or other weapons on the jobsite is strictly prohibited. Being under the influence of alcohol or illegal drugs is forbidden.

ATTACHMENT B REQUIRED BILLING PROCEDURE

Effective June 2001, S.M. Wilson & Co. will accept billings only on the attached AIA G702 and G703 Billing Forms. Your AIA should only include charges for items that were included in your original contract or have been added by an approved S.M. Wilson & Co. Change Order. Any pending extras that are not included in approved Change Orders need to be listed on the attached Outstanding Items form. This list will identify all extras that need to be addressed. **Any extras that have not been written as a Change Order cannot be included on your billing form.**

Please help us help you. These required forms will allow us to process your billing faster and more accurately. All billings not submitted on the attached forms will be returned to your office for correction and may hold up your payment.

Thank you for your cooperation.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF _____ PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

- OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

PERIOD TO:

PROJECT NO:

CONTRACT DATE:

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- | | | |
|--|----|------------|
| 1. ORIGINAL CONTRACT SUM | \$ | _____ |
| 2. Net change by Change Orders | \$ | _____ |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | _____ 0.00 |
| 4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703) | \$ | _____ |
| 5. RETAINAGE: | | |
| a. _____ % of Completed Work
(Column D + E on G703) | \$ | _____ |
| b. _____ % of Stored Material
(Column F on G703) | \$ | _____ |
| Total Retainage (Lines 5a + 5b or
Total in Column I of G703) | \$ | _____ 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) | \$ | _____ 0.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) | \$ | _____ |
| 8. CURRENT PAYMENT DUE | \$ | _____ 0.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) | \$ | _____ 0.00 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
GRAND TOTALS									

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

SUBCONTRACTOR OUTSTANDING ITEMS

S.M. WILSON PROJECT NAME _____

S.M. WILSON PROJECT NO. _____

Contractor: _____ Date: _____

The following added scope items have not been included in our contract amount to date:

I. **Cost incurred** extra work items: (include all extra work tickets, tracking numbers, etc.)

II. **Cost Not Incurred** extra work proposals: (include any proposal letter dates)

ATTACHMENT C INSURANCE REQUIREMENTS

Prior to all Subcontractors starting a project, S. M. Wilson & Co. requires a Certificate of Insurance (Acord Form 25-S), signed by an authorized representative of the insurance company, which meets all of the requirements listed on the attached Sample Certificate of Insurance. This insurance shall be purchased from companies lawfully authorized to do business in the jurisdiction where the Project is located, and that is acceptable to the Contractor. Primary and non-contributory additional insured wording **MUST** appear on the Certificate of Insurance as stipulated in the Sample. Please provide a copy of the endorsement naming S. M. Wilson & Co. and the Owner of the project (and potential others – please check description of operations section on Sample Certificate of Insurance for named additional insureds) as primary and non-contributory additional insureds. This **MUST** be on a form which provides coverage for ongoing work and completed work/completed operations. (We can provide you with a listing of acceptable endorsements, if needed.) In addition, please provide waiver(s) of subrogation in favor of all additional insureds on all coverages where permitted by law. As General Contractor and representative of the Owner, we reserve the right to review copies of your policies prior to releasing payment, if you have not complied with the certificate and endorsement requirements.

If your insurance company is unable to comply with our requirements, please provide a Certificate of Insurance naming S. M. Wilson & Co. and the Owner of the project (and potential others – please check description of operations section on Sample Certificate of Insurance for named additional insureds) as additional insureds and attach a letter from your insurance company explaining why you cannot comply. We will then take this under review to determine how to proceed.

Notwithstanding any other provisions, the Contractor shall have no obligation to make any payment to the Subcontractor until the Subcontractor has provided the required Certificate of Insurance and endorsements.

Please forward all documents to:

Ms. Teresa Hecker
S. M. Wilson & Co.
P. O. Box 5210
St. Louis, MO 63139

Should you have any questions, please do not hesitate to contact Teresa at 314.633.5758.

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

SUBCONTRACTOR'S NAME & ADDRESS
As shown on the contract

INSURER A: **SUBCONTRACTOR'S INSURANCE CO.**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		12/31/06	12/31/07	EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00
GEN'L AGGREGATE LIMIT APPLIES FOR: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		12/31/06	12/31/07	COMBINED SINGLE LIMIT \$1,000,000.00 (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		12/31/06	12/31/07	EACH OCCURRENCE \$2,000,000.00 AGGREGATE \$2,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		12/31/06	12/31/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: Job No. 070011, Boone County Courtroom Expansion, Columbia, Missouri
S. M. Wilson & Co. and Boone County Missouri through the Boone County Commission are named as additional insureds regarding General Liability, Automobile and Excess Liability coverages and such coverages are primary and non-contributory to the additional insureds' coverage. Waiver of subrogation in favor of the additional insureds applies on all coverages where permitted by law.

(Please provide a copy of additional insured endorsement #CG20101185 naming previously listed additional insureds, or endorsements #CG20101001 and #CG20371001, both also naming previously listed additional insureds. If you cannot provide these endorsements, please provide their equivalent, endorsing all additional insureds with ongoing and completed operations.)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

S. M. Wilson & Co.
Attn: Teresa Hecker
2185 Hampton Avenue
St. Louis, Missouri 63139

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

AUTHORIZED REPRESENTATIVE

IMPORTANT

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

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

DISCLAIMER

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

ATTACHMENT D

APPENDIX B

Enumeration of Documents

Drawings Dated August 2, 2007

S 0.0
S1 .1 – S 1.2
S 2.1 – S 2.7
A0.1 – A0.7
A1.1 – A1.12
A2.1 – A2.6
A3.1 – A3.7
A4.1
A5.1 – A5.8
A6.1 – A6.8
ME1 – ME2
M1 – M24
E1 – E22

Specifications Dated August 2, 2007

**PROJECT MANAGEMENT - DRAWING LOG**

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
Discipline: ARCHITECTURAL							
A0.1	Ground Floor Egress Plan		0 02 Aug, 2007				
A0.2	First Floor Egress Plan		0 02 Aug, 2007				
A0.3	Second Floor Egress Plan		0 02 Aug, 2007				
A0.4	Third Floor Egress Plan		0 02 Aug, 2007				
A0.5	Fourth Floor Egress Plan		0 02 Aug, 2007				
A0.6	Fire Rated Assemblies		0 02 Aug, 2007				
A0.7	Fire Rated Assemblies		0 02 Aug, 2007				
A1.1	Ground Floor Plan, Phase 2		0 02 Aug, 2007				
A1.10	Enlarged Plans		0 02 Aug, 2007				
A1.11	Door Shedule		0 02 Aug, 2007				
A1.12	Finish Schedule / Legend		0 02 Aug, 2007				
A1.2	First Floor Plan - North Building, Phase 3		0 02 Aug, 2007				
A1.3	First Floor Plan - South Building, Phase 3		0 02 Aug, 2007				
A1.4	Second Floor Plan - North Building		0 02 Aug, 2007				
A1.5	Second Floor Plan - South Building, Shase 2A		0 02 Aug, 2007				
A1.6	Third Floor Plan - North building, Phase 1, 2, 4		0 02 Aug, 2007				
A1.7	Third Floor Plan - South Building		0 02 Aug, 2007				
A1.8	Fourth Floor Plan, Phase 1, 2		0 02 Aug, 2007				
A1.9	Third Floor Phase 2 Plan		0 02 Aug, 2007				
A2.1	North Elevation		0 02 Aug, 2007				
A2.2	East Elevation		0 02 Aug, 2007				
A2.3	West Elevation		0 02 Aug, 2007				
A2.4	South Elevation / Section		0 02 Aug, 2007				
A2.5	Building Sections		0 02 Aug, 2007				
A2.6	Building Sections		0 02 Aug, 2007				
A3.1	Wall Sections		0 02 Aug, 2007				
A3.2	Wall Sections		0 02 Aug, 2007				
A3.3	Wall Sections		0 02 Aug, 2007				
A3.4	Wall Sections		0 02 Aug, 2007				
A3.5	West Fire Stair Plans		0 02 Aug, 2007				
A3.6	Ceremonial Stair Sections		0 02 Aug, 2007				
A3.7	East Fire Stair Plans		0 02 Aug, 2007				
A4.1	Roof Plan		0 02 Aug, 2007				
A5.1	Interior Elevations		0 02 Aug, 2007				
A5.2	Interior Elevations		0 02 Aug, 2007				
A5.3	Interior Elevations		0 02 Aug, 2007				
A5.4	Interior Elevations		0 02 Aug, 2007				
A5.5	Millwork Sections		0 02 Aug, 2007				
A5.6	Enlarged Plans & Interior Details		0 02 Aug, 2007				
A5.7	Interior Elevations		0 02 Aug, 2007				
A5.8	Millwork Sections		0 02 Aug, 2007				
A6.1	Ground Floor RCP		0 02 Aug, 2007				
A6.2	First Floor RCP - North Building		0 02 Aug, 2007				
A6.3	First Floor RCP - South Building		0 02 Aug, 2007				
A6.4	Second Floor RCP - North Building		0 02 Aug, 2007				
A6.5	Second Floor RCP - South Building		0 02 Aug, 2007				
A6.6	Third Floor RCP - North Building		0 02 Aug, 2007				
A6.7	Third Floor RCP - South Building		0 02 Aug, 2007				
A6.8	Fourth Floor RCP		0 02 Aug, 2007				
Discipline: ELECTRICAL							
E1	Ground Floor Electrical Demo Plan		0 02 Aug, 2007				
E10	Fourth Floor (North) Lighting Plan		0 02 Aug, 2007				
E11	1st / 2nd Floor (South) Lighting Plan		0 02 Aug, 2007				
E12	3rd Floor (South) Lighting Plan		0 02 Aug, 2007				
E13	Ground Floor Power Plan		0 02 Aug, 2007				
E14	First Floor (North) Power Plan		0 02 Aug, 2007				

**PROJECT MANAGEMENT - DRAWING LOG**

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
E15	Second Floor (North) Power Plan		0 02 Aug, 2007				
E16	Third Floor (North) Power Plan		0 02 Aug, 2007				
E17	Fourth Floor (North) Power Plan		0 02 Aug, 2007				
E18	1st / 2nd Floor (South) Power Plan		0 02 Aug, 2007				
E19	3rd Floor (South) Power Plan		0 02 Aug, 2007				
E2	1st Floor (North) Elect. Demo Plan		0 02 Aug, 2007				
E20	Electrical Details and Schedules		0 02 Aug, 2007				
E21	Electrical Details and Schedules		0 02 Aug, 2007				
E22	Panel Schedules		0 02 Aug, 2007				
E3	2nd Floor (North) Elect. Demo Plan		0 02 Aug, 2007				
E4	1st / 2nd Floor South Elect. Demo Plans		0 02 Aug, 2007				
E5	3rd Floor Electrical Demo Plan		0 02 Aug, 2007				
E6	Ground Floor Lighting Plan		0 02 Aug, 2007				
E7	First Floor (North) Lighting Plan		0 02 Aug, 2007				
E8	Second Floor (North) Lighting Plan		0 02 Aug, 2007				
E9	Third Floor (North) Lighting Plan		0 02 Aug, 2007				
Discipline:	HVAC AND PLUMBING						
M1	Ground Floor Mech. Demo Plan		0 02 Aug, 2007				
M10	3rd Floor (North) Plumbing Plan		0 02 Aug, 2007				
M11	4th Floor (North) Plumbing Plan		0 02 Aug, 2007				
M12	1st / 2nd Floor (South) Plumbing Plan		0 02 Aug, 2007				
M13	3rd Floor (South) Plumbing Plan		0 02 Aug, 2007				
M14	Ground Floor Mechanical Plan		0 02 Aug, 2007				
M15	1st Floor (North) Mechanical Plan		0 02 Aug, 2007				
M16	2nd Floor (North) Mechanical Plan		0 02 Aug, 2007				
M17	3rd Floor (North) Mechanical Plan		0 02 Aug, 2007				
M18	4th Floor (North) Mechanical Plan		0 02 Aug, 2007				
M19	1st / 2nd Floor (South) Mech. Plan		0 02 Aug, 2007				
M2	1st Floor (North) Mech Demo Plan		0 02 Aug, 2007				
M20	3rd Floor (South) Mech. Plan		0 02 Aug, 2007				
M21	Mechanical Details and Schedules		0 02 Aug, 2007				
M22	Mechanical Details and Schedules		0 02 Aug, 2007				
M23	Plumbing Details and Schedules		0 02 Aug, 2007				
M24	Mechanical Controls		0 02 Aug, 2007				
M3	2nd Floor (North) Mech Demo Plan		0 02 Aug, 2007				
M4	1st / 2nd Floor (South) Mech Demo Plan		0 02 Aug, 2007				
M5	3rd Floor Mechanical Demo Plan		0 02 Aug, 2007				
M6	Ground Floor U / G Plumbing Plan		0 02 Aug, 2007				
M7	Ground Floor A / G Plumbing Plan		0 02 Aug, 2007				
M8	1st Floor (North) Plumbing Plan		0 02 Aug, 2007				
M9	2nd Floor (North) Plumbing Plan		0 02 Aug, 2007				
ME1	Mechanical & Elect. Symbols Legend		0 02 Aug, 2007				
ME2	Mech. / Elect. Roof Plan		0 02 Aug, 2007				
Discipline:	STRUCTURAL						
S0.0	General Notes		4 13 Jul, 2007				
S1.1	Foundation Plan		5 07 Aug, 2007				
S1.2	Foundation Details		0 07 Aug, 2007				
S2.1	Third Floor Framing Plan		5 07 Aug, 2007				
S2.2	Fourth Floor Framing Plan		5 07 Aug, 2007				
S2.3	Perimeter Steel		5 07 Aug, 2007				
S2.4	Roof Framing Plan		5 07 Aug, 2007				
S2.5	Bracing Elevations & Details		5 07 Aug, 2007				
S2.6	Framing Details		5 07 Aug, 2007				
S2.7	Framing Details		5 07 Aug, 2007				



01 - S. M. WILSON & CO.

PROJECT MANAGEMENT - DRAWING LOG

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

: 3 of 3
Date: 12 Oct, 2007
Time: 08:52 AM

Number	Title	Revision	Rev Date	Copies	Status	Bulletin	Received
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END OF REPORT

Report Parameters

Project:	070011	Run Date:	12 Oct, 2007
		Run Time:	08:52 AM
		Operator:	KATHERINE
		Report Code:	PM3031



AIA[®] Document A312[™] - 1984

Performance Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page)

Signature:

Name and

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 **Contractor Default:** Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Payment Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: None See Last Page

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
(Any additional signatures appear on the last page)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

DUAL OBLIGEE RIDER

BOND NUMBER: _____

WHEREAS, on or about the ____ day of _____, _____,

_____ as Principal, entered into a written agreement with

_____, as Obligee, for

_____ and

WHEREAS, the Principal and _____ as Surety, made, executed and delivered to said Obligee their joint and several Performance Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

- 1. The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee.
- 2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the Obligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further, that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obligee and S.M. Wilson & Co.
- 3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS ____ day of _____, _____.

PRINCIPAL

By: _____

SURETY

By: _____

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

PROJECT EXEMPTION CERTIFICATION FOR EXEMPT ENTITY CONSTRUCTION.

Name of Exempt Entity: County of Boone
Address: 801 E. Walnut
City/State/Zip: Columbia, Missouri 65201
Tax Identification Number: 12464848 **Project Identification Number:**

Project Location and Description of Project:

Contract Date:
Estimated Completion Date:
Certificate Expiration Date:

Construction Manager: S.M. Wilson & Co. **Contact Person:** Mitch Miller
Address: 2185 Hampton Avenue, St. Louis, MO 63139
Phone Number: (314) 645-9595
Contract Amount: TBD

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractors to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

SIGNATURE OF AUTHORIZED AGENT:

Melinda Bobbitt, CPPB
Director of Purchasing

Date



MISSOURI DEPARTMENT OF REVENUE
 CUSTOMER SERVICES DIVISION
PROJECT EXEMPTION CERTIFICATE

FORM
5060
 (REV. 5-2007)

**TO BE GIVEN TO
 YOUR CONTRACTOR**

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		MISSOURI TAX EXEMPTION NUMBER	
County of Boone		12464848	
ADDRESS	CITY	STATE	ZIP
801 E. Walnut, Room 236	Columbia	MO	65201
BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER	
11/01/07	1/01/09	70-30Aug07 -BC #2	
DESCRIPTION OF PROJECT			
Complete the foundations, sidewalks and flatwork package as identified in BC #2 for the Project known as the Boone County Courthouse Expansion.			
PROJECT LOCATION		EXPIRATION DATE	
601 E. Walnut, Columbia, MO 65201		1/01/09	
<p>Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.</p>			
EXEMPT ENTITY'S AUTHORIZED SIGNATURE			DATE
<i>Karen M. Miller</i>			<i>10/26/07</i>
The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo.			
NAME OF PURCHASING CONTRACTOR			
Sircal Contracting			
ADDRESS	CITY	STATE	ZIP
1331 Monroe Street	Jefferson City	MO	65101
<p>Contractors present this to your supplier in order to purchase the necessary materials tax exempt. NOTE: Complete and sign bottom portion if extending certificate to your subcontractor.</p>			
NAME OF PURCHASING SUBCONTRACTOR			
ADDRESS	CITY	STATE	ZIP
SIGNATURE OF CONTRACTOR			DATE

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNI, Governor

Annual Wage Order No. 13

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 10, 2006

Last Date Objections May Be Filed: April 10, 2006

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		\$26.44	55	60	\$12.76
Boilermaker		\$28.60	57	7	\$17.00
Bricklayers - Stone Mason		\$25.39	59	7	\$10.12
Carpenter		\$21.13	60	15	\$9.58
Cement Mason		\$23.58	9	3	\$8.92
Electrician (Inside Wireman)		\$28.32	28	7	\$10.50 + 13%
Communication Technician		USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor	a	\$34.065	25	64	\$13.241
Operating Engineer					
Group I	6/08	\$24.62	88	88	\$15.40
Group II	5/08	\$24.62	88	66	\$15.40
Group III	5/08	\$23.37	88	88	\$15.40
Group IIIA	5/08	\$24.62	88	88	\$15.40
Group IV	6/08	\$22.39	88	88	\$15.40
Group V	5/08	\$25.32	85	88	\$15.40
Pipe Fitter	7/08	\$31.00	91	69	\$17.83
Glazier		\$21.75	FED		\$12.21 + 9.4%
Laborer (Building)					
		\$17.87	110	7	\$8.43
First Semi-Skilled		\$19.97	110	7	\$8.43
Second Semi-Skilled		\$18.87	110	7	\$8.43
Lather		USE CARPENTER RATE			
Chromium Layer & Cutter		USE CARPENTER RATE			
Marble Mason		\$25.39	59	7	\$10.12
Millwright		\$22.13	60	15	\$9.58
Iron Worker		\$22.85	11	8	\$14.64
Painter		\$20.05	18	7	\$8.92
Plasterer		\$20.01	94	5	\$9.10
Plumber	7/08	\$31.00	91	69	\$17.83
Pile Driver		\$22.13	60	15	\$9.58
Roofer		\$24.75	12	4	\$8.99
Sheet Metal Worker	7/08	\$26.55	40	23	\$11.18
Sprinkler Fitter		\$28.09	33	19	\$12.65
Terrazzo Worker		\$25.39	59	7	\$10.12
Tile Setter		\$25.39	59	7	\$10.12
Truck Driver - Teamster					
Group I		\$21.00	101	5	\$7.50
Group II		\$21.65	101	5	\$7.50
Group III		\$21.16	101	5	\$7.50
Group IV		\$21.65	101	5	\$7.50
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 (673) 751-3403.

*Annual Incremental Increase

SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 13

7/08

**BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) 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 (1 1/2) 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 (1 1/2) 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 (1 1/2) 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 (1 1/2) 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 (1 1/2). 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 (1 1/2).

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.

DUAL OBLIGEE RIDER

BOND NUMBER: 10494804

WHEREAS, on or about the 25 day of October, 2007,

Sircal Contracting, Inc., as Principal, entered into a written agreement with

County of Boone, Missouri, as Obligee, for

Concrete Foundations, Sidewalks, Flatwork - Boone County Courthouse Expansion and

WHEREAS, the Principal and ** as Surety, made, executed and delivered to said Obligee their joint and several Performance Bond, and **Travelers Casualty and Surety Company of America

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

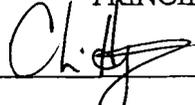
The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee.

- The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the Obligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further, that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obligee and S.M. Wilson & Co.
- Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS 14 day of November, 2007.

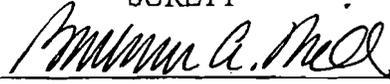
Sircal Contracting, Inc.

PRINCIPAL

By: 

Travelers Casualty and Surety Company of America

SURETY

By: 

Barbara A. Miller

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Sircal Contracting, Inc.
1331 Monroe, Jefferson City, MO 65101

,
as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183 (860)277-1561

a corporation organized under the laws of the State of Connecticut, 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 Oblige, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of One Hundred Thirty-
Eight Thousand Five Hundred Dollars and NO/100
DOLLARS

(\$ 138,500.00-----), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated 10/25/07 entered
into a contract with Owner for

BID NUMBER 70-30AUG07
Boone County Courthouse Expansion – BC-02 – Concrete Foundations, Sidewalks,
Flatwork
BOONE COUNTY, MISSOURI

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

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

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

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

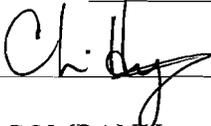
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Kansas City, MO on this 14 day of November 2007.

CONTRACTOR Sircal Contracting, Inc. (SEAL)

BY: 

SURETY COMPANY Travelers Casualty and Surety Company of America

BY: 
(Attorney-In-Fact) Barbara A. Miller

BY: Barbara A. Miller
(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 PRESENTS, that we,
Sircal Contracting, Inc.

1331 Monroe, Jefferson City, MO 65101

as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America

~~One Tower Square, Hartford, CT 06183 (860)277-1561~~
a Corporation, organized under the laws of the State of Connecticut

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 ~~One Hundred Thirty-Eight Thousand Five Hundred~~ 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 10/25/07 entered into a
Contract with Owner for:

BID NUMBER 70-30AUG07
Boone County Courthouse Expansion – BC-02 – Concrete Foundations, Sidewalks,
Flatwork
BOONE COUNTY, MISSOURI

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

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

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

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

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

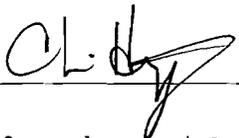
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Kansas City, MO, on this 14 day of November, 2007.

Sircal Contracting, Inc.
(Contractor)

(SEAL)

BY: 

Travelers Casualty and Surety Company of America
(Surety Company)

(SEAL)

BY: 
(Attorney-In-Fact) Barbara A. Miller

BY: Barbara A. Miller
(Missouri Representative)

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 104946804

Principal: Sircal Contracting, Inc.

OR

Project Description: Concrete Foundations, Sidewalks, Flatwork

Obligee: County of Boone - Missouri

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Barbara A. Miller of the City of Kansas City, State of MO, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of August, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of August, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

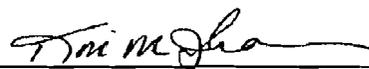
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 2007.



Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AJ
SIRCA-2

DATE (MM/DD/YYYY)
11/14/07

PRODUCER Thomas McGee, I.C. P.O. Box 419013 ansas City MO 64141-6013 phone: 816-842-4800 Fax: 816-472-5018	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED SIRCAL Contracting Inc. ; AMC Equipment LLC 1331 Monroe St. Jefferson City MO 65101-2865	INSURER A:	Amerisure Insurance Company
	INSURER B:	Amerisure Mutual Insurance
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSRD						
A		GENERAL LIABILITY	CPP2041164	12/01/06	12/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	CA2041163	12/01/06	12/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
B		EXCESS/UMBRELLA LIABILITY	CU2041165	12/01/06	12/01/07	EACH OCCURRENCE	\$ 3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ None					\$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2041166	12/01/06	12/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Job #070011, Boone County Courtroom Expansion, Columbia, MO. S.M. Wilson & Co. and Boone County Missouri through the Boone County Commission are named as primary non contributory additional insureds where required by written contract, except on Workers Compensation.

CERTIFICATE HOLDER S.M. Wilson & Company 2185 Hampton Avenue St Louis MO 63139	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

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

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

DISCLAIMER

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

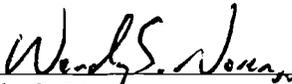
November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 20th day of November 20 07
 the following, among other proceedings, were had, viz:

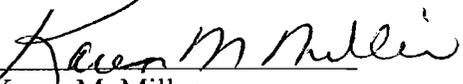
Now on this day the County Commission of the County of Boone does hereby approve the compensation fixed by the Prosecuting Attorney for Brent M. Nelson as specified in the attached appointment.

Done this 20th day of November, 2007.

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

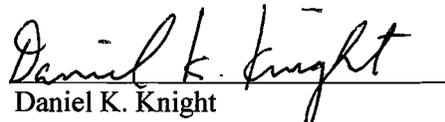
IN RE: **Brent M. Nelson**
Assistant Prosecuting Attorney
Boone County, Missouri

KNOW ALL MEN BY THESE PRESENT:

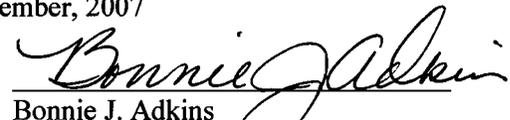
By virtue and authority of Section 56.151 RSMo., the undersigned Prosecuting Attorney within and for Boone County, State of Missouri, does hereby appoint **BRENT M. NELSON**, a practicing attorney licensed to practice law in the State of Missouri, possessing all qualifications required of a prosecuting attorney, as Assistant Prosecuting Attorney of Boone County, Missouri, effective from the **15th day of October, 2007**, for an indefinite term until such time as this appointment is terminated by the undersigned or the appointee voluntarily resigns or leaves office; said appointee is hereby authorized and empowered to discharge duties of the office of the Prosecuting Attorney in accordance with law and shall be subject to the same fines and penalties for neglect of duty or misdemeanor in office as the Prosecuting Attorney.

The undersigned does hereby fix the appointee's compensation at **\$53,019.20** dollars per annum commencing on the date of appointment subject to approval by the Boone County Commission; said salary may be adjusted from year to year or time to time subject to the appropriations made available for that purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19th day of November, 2007


Daniel K. Knight
Prosecuting Attorney
Boone County, Missouri

Subscribed and sworn to before me this 19th day of November, 2007

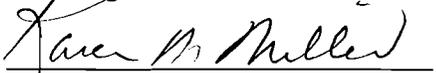

Bonnie J. Adkins
Notary Public, Boone County
State of Missouri

My commission expires May 1, 2011

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

NOW ON THIS 20th day of November, 2007, the County Commission of Boone County, Missouri, hereby approves the compensation fixed by the Prosecuting Attorney for the above named appointee as specified in the aforesaid appointment.


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy Noren
County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

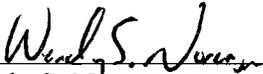
In the County Commission of said county, on the 26th day of November 20 07

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

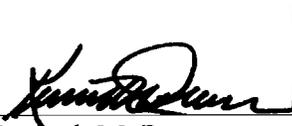
Now on this day the County Commission of the County of Boone does hereby **approve** the request by Wanda F. Malone to rezone from A-R (Agriculture Residential) to A-2 (Agriculture) of 15.33 acres, more or less, located at 5910 N. O'Neal Rd., Columbia.

Done this 26th day of November, 2007.

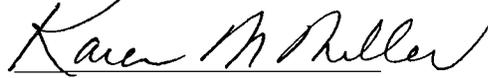
ATTEST:



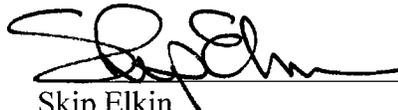
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner