

Maupin Lane Bridge 31100241 Replacement

PROJECT NO. 9720

Bid No. 68-25SEP03

CONSTRUCTION BID REQUEST

Contract Documents,
Technical Specifications, and
General Specifications

BOONE COUNTY COMMISSION

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner

PUBLIC WORKS

David Mink, Public Works Director

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***Performance Bond and Labor and Material Payment Bond
must be submitted on forms provided herein.**

NOTICE TO BIDDERS

Boone County, Missouri is accepting proposals for:

Project Construction: Construction of a single span steel girder bridge, 84.5 ft. long and 24.5 ft. wide, and associated work on Maupin Lane in Boone County. The project will include removing the existing bridge, constructing the single span steel girder bridge, and grading, shaping, and rebuilding the gravel road. The project is located at the intersection of Maupin Lane and Cedar Creek approximately 4,900 feet East of Route Z in Section 15 and 22, Township 49 North, Range 11 West.

Boone County is testing an online bidding system in order to streamline the bid process. All vendors interested in participating must have internet capabilities and an email address. Boone County is using a system called RFQhosting, a buyer driven system so there is no charge to vendors to use this system. The system is private and only invited vendors are allowed to have access. RFQhosting is web-based and is easily accessed through an email system generated private password.

If you are interested in participating, contact the Boone County Purchasing Department at 573-886-4392 and request to be an approved vendor. An electronic invitation will be sent and provide information to log onto the online bidding system.

Hard copies of the Construction Bid Specifications and Plans may be obtained from Boone County Purchasing, 601 Walnut Room 209, Columbia, Missouri 65201, Telephone: (573) 886-4392 on payment of a **non-refundable fee of \$30.00 payable to the Road and Bridge Fund in the form of a check or money order.** Otherwise, the specifications and plans are available in an electronic format at no charge.

Submission of online bids, subject to the Instructions and General Conditions of Bidding, will be received online at www.RFQhosting.com until 2:00 p.m. on THURSDAY, SEPTEMBER 25, 2003. The apparent low bidder at bid closing will be required to submit all required forms and submissions no later than 3 business days to the Boone County Purchasing Department. Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

The County reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract.

The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

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

Maupin Lane Bridge 31100241 Replacement Project No. 9720

The Bidder is strongly encouraged to visit the site.

1.1

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Maupin Lane Bridge 31100241 Replacement**

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the "Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulation" Effective Date: April 22, 2003, together with the "General Specifications, Technical Specifications and Special Provisions", if any, attached to this proposal.

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

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

SECTION II

I hereby agree to complete the work herein specified before the completion date and to allow a deduction of \$400.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date.

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Signature: Firm _____
By _____
Title _____
Address _____
Phone _____
Date _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. NAME OF BIDDER: _____
2. BUSINESS ADDRESS: _____

3. WHEN ORGANIZED: _____
4. WHEN INCORPORATED: _____
5. IF NOT INCORPORATED, STATE TYPE OF BUSINESS AND PROVIDE YOUR FEDERAL TAX IDENTIFICATION NUMBER: _____
6. Number of years engaged in contracting business under present firm name:

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

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

12. List of projects currently in progress: _____

**** Attach additional sheets as necessary ****

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Maupin Lane Bridge 31100241 Replacement will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

The apparent low bidder shall submit their bid on the forms hereto attached. Copies of addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract.

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

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

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

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

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

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

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

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

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

On or about October 13, 2003, Owner will deliver to Contractor a Notice to Proceed. Contract Time shall commence upon delivery of Notice to Proceed. Contract Time shall not exceed forty-five (45) working days.

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

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

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

***PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND MUST BE
SUBMITTED ON FORMS PROVIDED HEREIN.**

**BID FORM – Maupin Lane Bridge 31100241 Replacement
Project No. 9720**

Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	Lump Sum	\$ _____	\$ _____
Construction Signs	77	Sq. Ft.	\$ _____	\$ _____
Type III Movable Barricade	4	Each	\$ _____	\$ _____
Bridge Removal	1	Lump Sum	\$ _____	\$ _____
Class A Excavation	593	Cu. Yds.	\$ _____	\$ _____
Compacted Embankment In-Place	74	Cu. Yds.	\$ _____	\$ _____
Replacement Fences	92	Lin. Ft.	\$ _____	\$ _____
2" Aggregate Surface (Type 4)	51	Tons	\$ _____	\$ _____
4" Gravel Base	100	Tons	\$ _____	\$ _____
Type 2 Rock Blanket & Geo. Fabric	360	Cu. Yds.	\$ _____	\$ _____
Seeding, Mulching & Fertilizing (0.2 Acres)	1	Lump Sum	\$ _____	\$ _____
Structural Steel Piles (HP10x42)	210	Lin. Ft.	\$ _____	\$ _____
Class B Concrete	74.6	Cu. Yds.	\$ _____	\$ _____
Structural Steel ASTM A709 Grade 36	5,100	Lbs.	\$ _____	\$ _____
Structural Steel ASTM A709 Grade 50W	70,850	Lbs.	\$ _____	\$ _____
Plain Neoprene Bearing Pads	12	Each	\$ _____	\$ _____
Reinforcing Steel	9,960	Lbs.	\$ _____	\$ _____
SL-1 Thrie Beam Rail	217	Lin. Ft.	\$ _____	\$ _____
Erosion Control	1	Lump Sum	\$ _____	\$ _____
Bid Total =				\$ _____

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME:

ADDRESS:

PHONE NUMBER:

AUTHORIZED REPRESENTATIVE:

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI
COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated _____, 20__.

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the
name of:

Address of principal
place of business in Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.

COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: The Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

AUTOMOBILE PUBLIC LIABILITY AND PROPERTY: The Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less the \$2,000,000.00 combined single limit for any one occurrence and not less the \$150,000.00 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

OWNER'S CONTINGENT OR PROTECTIVE LIABILITY AND PROPERTY DAMAGE: The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. It is preferred that this policy include a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.

PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a 30 day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the ROAD.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.

CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

Not later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. Not later than forty-five days after final tests and acceptance, then final payment shall be due and payable 45 days after completion of all items of the Contract unless such tests and acceptance are delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.

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

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

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

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

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

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

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

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

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

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

In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

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

10.2

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

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

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

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

WARRANTY AND GUARANTEE

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

Correction or Removal of Defective Work

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

One Year Correction Period

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

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and

_____ (hereinafter referred to as the Contractor).

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

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

Maupin Lane Bridge 31100241 Replacement Project No. 9720

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

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

1. Notice to Bidders,
2. Bid Response,
3. Statement of Bidder's Qualifications,
4. Instructions to Bidders,
5. Bid Form,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment,
9. Insurance Requirements,
10. Contract Conditions
11. Contract Agreement,
12. Performance Bond,
13. Labor and Material Payment Bond,
14. General Specifications,
15. Technical Specifications,
16. Special Provisions,
17. Affidavit--Prevailing Wage,
18. State Prevailing Wage Rates,
19. Notice to Proceed,
20. "Boone County, Missouri Roadway Regulations Chapter II, Road, Bridge, & Right of Way Regulations", Effective Date: April 22, 2003, and
21. "Missouri Standard Specifications for Highway Construction" Dated 1999.

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications", "Technical Specifications" and "Special Provisions," the work shall be done in accordance with the "Boone County, Missouri Roadway Regulations Chapter II, Road, Bridge, & Right of Way Regulations", Effective Date: April 22, 2003 or the "Missouri Standard Specifications for Highway Construction" Dated 1999. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the "Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations" and the "Missouri Standard Specifications for Highway Construction", the "Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations" will govern the work.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

11.2

The Owner agrees to pay the Contractor in the amount of

\$ _____

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

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

OWNER:
BOONE COUNTY, MISSOURI

ATTEST:

By: _____
Keith Schnarre, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By: _____
Authorized Representative

By: _____

Title

Approved:

Approved as to Legal Form:

David Mink P. E.
Public Works Director

John L. Patton
Boone County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Auditor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of

_____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

**Maupin Lane Bridge 31100241 Replacement
Project No. 9720**

in accordance with drawings and specifications prepared by the County of Boone Public Works 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 years from the date on which final payment under the Contract falls due.

12.1

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____, on this _____ day of _____, 20____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

as Principal, hereinafter called Contractor, and _____

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

_____ DOLLARS

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

WHEREAS, Contractor has by written agreement dated _____ entered into
a contract with Owner for

**Maupin Lane Bridge 31100241 Replacement
Project No. 9720**

in accordance with drawing and 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 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 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 year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20__.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the “General Specifications”, “Technical Specifications” and “Special Provisions,” the work shall be done in accordance with the “Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations”, Effective Date: April 22, 2003 or the “Missouri Standard Specifications for Highway Construction”, Dated 1999. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the “Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations” and the “Missouri Standard Specifications for Highway Construction”, the “Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations” specifications will govern the work.

SECTION 1. --DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the “Missouri Standard Specifications for Highway Construction dated 1999” hereinafter the MODOT Specifications.

“Owner”: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

“Commission”: Shall mean the Boone County Commission”.

“Engineer”: Shall mean the Director of the Boone County Public Works Department acting by and through any of his authorized representatives.

SECTION 2. --PROPOSAL REQUIREMENTS AND CONDITIONS

2.1. Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the engineer. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

The contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was procured by personal investigation and research and not from any estimates of the engineer; and that he will make no claims against the owner or the engineer by reason of estimates, test, or representation of any officer, agent, or employee of the owner or the engineer.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the bidder that if his bid be accepted, he will within ten (10) days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty. The provisions of section 3.4.1 shall apply also to this proposal guaranty.

14.1

2.3. Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3. --AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible bidder within a reasonable length of time after opening of bids. The responsibility of the bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4. --SCOPE OF WORK

4.1. Claims for Adjustment. If any conditions arise which in the contractor' s opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the engineer of the conditions and circumstances and that he proposes to make such claims. The contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the Owner.

SECTION 5. --CONTROL OF WORK

5.1. Cooperation by Contractor. The contractor will be supplied with four (4) sets of approved plans and contract assemblies including special provisions. Additional sets of approved plans and contract assemblies including special provisions may be purchased as provided in the Notice To Bidders. One (1) set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The County Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the contractor' s opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the Contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the engineer of the conditions and circumstances and that he proposes to make such claims. The contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the Owner.

14.2

5.4 The engineer will set initial field control consisting of bench marks and control monuments. The contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the contractor shall establish

other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the engineer during the progress of the work. Elevations shown on the drawings and referred to in the specifications are based on the bench marks shown. The contractor shall employ competent personnel for making position, gradient and alignment determinations and measurements.

SECTION 6 -- CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the engineer, and shall be certified by the material supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project, and shall contain the supplier' s name and address.

6.2. Samples, Tests, and Cited Specifications. The contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 -- LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7.1. Sanitary and Safety Provisions. Safety on the job is the contractor' s sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 -- PROSECUTION AND PROGRESS

8.1 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner' s written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty eight hours in advance of intent to perform Work.

14.3

SECTION 9 -- MEASUREMENT AND PAYMENT

9.1. The engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted ten (10) percent. The retained percentage will be released as provided in Section 9.6. The net amount due on the estimate will be certified to the Owner for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the Owner from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1 and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.6 Release of Retained Percentages

9.6.1 Prior to any release of retained percentage the contractor shall file with the Owner the following:

- a. an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
- b. written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
- d. any other documents which may be required by the contract, or the County Engineer.

9.6.1.1 Each contractor and subcontractor shall file with the Owner, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law.

9.6.1.2 When the work has been completed and certified by the Owner, a final estimate will be executed and submitted, which will provide payment to the contractor for the entire sum due him as

14.4

set forth in these specifications, including the amount previously retained by the Owner. All prior partial estimates and payments shall be subject to correction by the Owner in this final estimate and payment.

Section 10

MATERIAL AND WORKMANSHIP: All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

STATE WAGE RATE REQUIREMENTS

10.5: The contractor and all subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the contract with such materials available at the contractor' s field or permanent business offices at all reasonable times during the performance of the contract and for four (4) years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

10.6 The contractor and all subcontractors shall be required to submit to the engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven (7) days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

10.8 The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

10.9 The Owner will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee' s full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked. (Not adjusted hours)
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. To assure that the payrolls are arithmetically correct, approximately 10 percent of the extensions on the first 3 payrolls shall be checked. The contractor will be advised of any violations noted on the labor payroll. All errors will be corrected by means of a supplementary payroll.
- g. All checking by the Owner will be made in red pencil and initialed by the checker.
- h. Final payroll will be marked "Final" or "Last Payroll".
- i. A record of all payrolls will be maintained by the Owner.

14.5

10.10 The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner' s office:

a. In the Owner' s office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor' s and Subcontractor' s EEO Policy Statements and name, address and telephone number of designated EEO Officers.

4. Notice to Labor Unions of contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

10.11 The Owner' s personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee' s name, the employer' s name, the classification of the employee, the actual wage paid, and the posted wage.

Section 11

SPECIFICATIONS AND DRAWINGS: The Contractor shall keep at the job-site a copy of the drawings and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

Section 12

PROTECTION OF WORK: The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

14.6

Section 13

REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION: The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

Section 14

INTERFERENCE: All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

Section 15

METHOD OF PAYMENT: The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the “General Specifications”, “Technical Specifications” and “Special Provisions,” the work shall be done in accordance with the “Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations”, Effective Date: April 22, 2003 or the “Missouri Standard Specifications for Highway Construction”, Dated 1999. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the “Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations” and the “Missouri Standard Specifications for Highway Construction”, the “Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations” specifications will govern the work.

SPECIAL PROVISIONS

It is understood that, except as may be otherwise provided for by the "General Specifications", "Technical Specifications" and "Special Provisions" the work shall be done in accordance with the "Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, and Right-of-way Regulations". Effective Date: April 22, 2003, or the "Missouri Standard Specifications for Highway Construction" dated 1999, a copy of which can be obtained from the State of Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The following Special Provisions modify the "Missouri Standard Specifications for Highway Construction" dated 1999 and are in addition to the "Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge and Right-of-way Regulations".

1. CLEARING AND GRUBBING.

All clearing and grubbing required to build this project according to the plans or intent of the plans shall be incidental cost to this project.

2. TRAFFIC CONTROL PLAN.

The roadway shall be closed to through traffic before removal of the existing corrugated metal arches and during construction. This work shall consist of furnishing and maintaining traffic control devices, as shown on the plans, and supplemented by other devices as may be deemed necessary by the Contractor to safely construct the work. Details of barricades and signs shall be in accordance with MoDOT Standard Plans for Highway Construction. All traffic control devices used shall comply with the MUTCD.

All traffic control devices shall be removed after completion of the construction. The costs of installing, cleaning, and maintaining the traffic control devices shall be included in the unit bid prices for Type III Movable Barricades and Construction Signs.

3. BRIDGE REMOVAL.

The existing corrugated metal arches shall be removed in accordance with Section 202.10 of the MoDOT Standard Specifications. The existing concrete may be broken up and used as part of the rock blanket at the Contractor's option. Such pieces shall be neatly incorporated into the rock blanket and shall be no larger than 24" nor less than 12" in any dimension. All protruding reinforcing shall be cut off flush with the exposed embankment surface.

4. EXCAVATION AND EMBANKMENT COMPACTION.

Embankment shall be constructed in accordance with this Specification. This work shall consist of constructing the required embankment from excavation of ditches and borrow excavation. This work shall be performed in conformance with the lines, grades, and typical sections shown on the plans.

If there is insufficient excavated material at the bridge site to build the required embankment, the Contractor will be required to locate, furnish and haul acceptable fill material to the bridge site to complete the embankment. The Contractor shall be totally responsible for negotiations with property owners and complying with all requirements related to preservation of cultural resources. The borrow area shall be restored in an aesthetically pleasing manner.

The necessary clearances for contractor furnished borrow areas shall be obtained prior to using the borrow area for the project. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or borrow areas that have previously been cleared.

16.1

All projects requiring environmental clearance for cultural resources (archaeological sites and structures) must be reviewed and approved by the Missouri Department of Natural Resources (DNR) Historic Preservation Program (HPP). To initiate the HPP review and clearance of a borrow site for Cultural Resources, a "Section 106 Project Information Form" must be completed and submitted to the HPP along with the necessary documents. Copies of the "Section 106 Project Information Form" may be obtained from the following:

Historic Preservation Program
Department of Natural Resources
Attention: Review & Compliance
P.O. Box 176
Jefferson City, Missouri 65102
Telephone Number (573)751-7858

Based on the information submitted, HPP may clear the project or request that the contractor acquire the services of an archaeological consultant to conduct a cultural resource survey of the proposed borrow site.

After the contractor has obtained all of the above data and clearances, it should be submitted to the Engineer. The transmittal letter must include the County, Route and Job Number of the project for which borrow will be used. A map indicating the location and limits of the borrow area must be included.

No direct payment will be made for obtaining the required clearances for borrow areas. An adjustment in contract time will be considered for any delay caused by receiving the required clearances.

Prior to beginning excavation and embankment operations, clearing, grubbing and stripping shall be performed in that area.

All fill material shall be placed in 8" maximum loose lifts and compacted using a sheepsfoot roller sufficiently heavy to produce interlocking between the lifts.

Backfill around the end bents shall be placed in 8" lifts and compacted, to the extent necessary to prevent future settlement, by hand or mechanical tampers or other means acceptable to the Engineer.

The top 18" of the roadbed shall be dried or moistened as required to form a firm subgrade without sponginess or obvious looseness and compacted to 95% of maximum density. The Engineer reserves the right to perform independent tests to check for conformance. A loaded tandem shall be used to proof roll the subgrade.

The plans indicate the estimated quantities of useable materials contained in the various classes of excavation and the quantity of borrow material (Compacted-In-Place) required to complete the embankment. At the time of construction, the Contractor and the Engineer will agree on the percentage of material obtained from the various excavations which is useable for construction of the embankments. The quantity of borrow embankment shall then be adjusted accordingly.

Should there not be agreement on the percentage of useable material, the Engineer reserves the right to direct the Contractor to place all useable material and shall take new cross sections to compute the required amount of borrow material.

The Contractor shall be responsible for all construction staking and complying with the lines, grades and typical sections shown on the plans. In addition the Contractor shall place a minimum of two stakes at each cross section shown in the plans to indicate the locations of the toe of slope.

16.2

The Engineer reserves the right to perform independent staking to check for conformance.

The cost for construction staking shall be included in the unit bid price for other items.

All cost for completing the embankment work shall be included in the unit bid prices for the various classes of excavation and embankment borrow (Compacted-In-Place). No separate measurement or payment will be made for wasting unusable materials, for completion of any construction shown on the plans, for borrow site improvements, or for spillage, or shrinkage during hauling and compaction of borrow material.

5. AGGREGATE SURFACE.

Gradation for surfacing material shall conform to the County's standard as shown in the plans and shall be subject to approval by the Engineer on the basis of visual examination.

6. CONCRETE.

This specification modifies Section 501 of the MoDOT Standard Specifications. Specification section numbers referred to in this specification are referring to the MoDOT Standard Specifications.

a. Aggregates. All aggregates for use in concrete shall be from sources having previous approval of the Missouri Department of Transportation.

Coarse Aggregate: Gradation when determined visually shall substantially comply with the requirements of Specification Section 1005, gradation D or E. Quality of coarse aggregate shall substantially comply with Specification Section 1005 when determined visually.

Fine Aggregate: Gradation and quality when determined visually shall substantially comply with Specification Section 1005 for the type of fine aggregate used.

The Contractor shall document the source, amount, and visual inspection of coarse and fine aggregates by letter to the Engineer stating the source, amount, proportions of fine and coarse aggregates to be used, and that the aggregates meet the requirements of the specifications. The Engineer reserves the right to obtain samples for testing.

b. Cement. Cement shall be Type I meeting the requirements of AASHTO M85-78I. Cement may be accepted by manufacturer's certification or, in the case of bagged cement, by manufacturer's certification or bag label attesting the Type I ASTM C150 or AASHTO M85. The Contractor shall document the source and amount of cement by furnishing a copy of the bill of lading and manufacturer's certification to the Engineer; or if bagged cement is accepted by label, by letter to the Engineer setting out the amount and sources and stating that the bags were labeled to meet Type I, ASTM C150 or AASHTO M85.

c. Batching Plant. The plant shall be capable of producing quality concrete and shall have previous approval of Missouri Department of Transportation, or be certified by an independent testing laboratory to meet the specification requirements. The Contractor shall document by letter to the Engineer the name and location of the batch plant. The use of volumetric and continuous mixing plants is discouraged. If proposed by the concrete supplier, such plants shall have been previously used on MoDOT projects and shall meet the requirements of the MoDOT Specifications.

d. Mixture. The concrete mixture shall contain not less than the specified sacks of cement per cubic yard. The quantity, class of concrete, and amount of cement per cubic yard shall be shown on a truck ticket furnished to the Contractor at the point of delivery, and the Contractor shall furnish the Engineer a copy of each ticket.

e. Acceptance. Concrete will be subject to acceptance or rejection on the basis of visual examination, testing for a slump and air content at the job site, and subsequent strength tests of concrete cylinders.

7. REPLACEMENT FENCES.

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

8. ROCK BLANKET.

The area where rock blanket is placed shall be excavated so the finished rock blanket surface will be flush with the stream bed or banks. The cost of such excavation shall be included in the bid price for rock blanket or other items contained in the proposal and the quantity of excavation will not be measured for payment.

The rock blanket complete-in-place will be subject to acceptance or rejection by the Engineer on the basis of visual examination.

9. STRUCTURAL STEEL

Structural steel shall be fabricated and erected in accordance with Section 712 of the MoDOT Standard Specifications, except as modified below. All structural steel for the girders shall be ASTM A709, Grade 50W, all structural steel for Stiffeners, Diaphragms and Shear Studs shall be ASTM A709, Grade 36 and all high strength bolts shall be ASTM A325 Type 3. Welding electrodes shall be of a type to provide weathering characteristics similar to the structural steel.

All steel shall be brushed, or lightly sandblasted, to remove all loose mill scale and solvents used to remove all grease or other foreign materials. Cleaning in the areas of welded, or bolted splices shall be in accordance with the specifications.

Shop drawings shall be submitted to the Engineer for review and approval. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors, or omissions in the shop drawings.

Quality assurance shall be the responsibility of the Contractor. The Fabricator shall be certified under the appropriate category as specified in Section 712.3.1.6 of the MoDOT Standard Specifications. All welding operations, including material and personnel, shall meet the American Welding Society (AWS) specifications. Prior to payment for structural steel the Contractor shall provide the following:

- A. A certification by the Fabricator that the work was done in compliance with the contract specifications.
- B. Certified mill test reports representing all structural steel, including high strength bolts, nuts and washers.
- C. Nondestructive test reports.

The Engineer reserves the right to inspect the work at any stage of fabrication, or to verify dimensions of the erected steelwork, for contract compliance after erection at the job site.

Payment. Payment for Structural Steel (A709) will be made at the contract unit price which shall include all materials, labor, and equipment required to fabricate and erect the structural steel. The cost of all materials including bolts, anchor bolts, quality assurance, and nondestructive testing, for the work complete-in-place shall be included in the contract unit price.

10. CONCRETE SLAB (Stay-In-Place Deck Forms)

Description:

This work shall consist of the construction of a concrete bridge slab by stay-in-place steel deck forms with reinforced cast-in-place concrete.

General:

The concrete slab shall be constructed in accordance with the MoDOT Standard specifications, these specifications and in conformity with lines, grades, thicknesses, and typical cross sections shown on the bridge plan.

This slab should be bid per cubic yard of concrete complete, including stay-in-place metal forms and all slab concrete.

The Contractor shall be responsible for preparing revised reinforcing schedules and shop drawings for construction of the concrete slab. These shop drawings shall be submitted to the Engineer for approval.

Construction Methods:

1. The cast-in-place concrete slab shall be constructed in accordance with Section 703 of the MoDOT Standard Specifications and these Special Provisions. The reinforced concrete slab shall be constructed of Class B concrete and Grade 60 Reinforcing.

2. Stay-in-Place Steel Deck Forms.

a. General. Permanent steel deck forms for the roadway slab will be permitted in lieu of removable forms between external stringers or girders, except as noted herein. Required typical details showing minimum acceptable clear distances to form faces and alterations to the deck slab with the use of permanent steel deck forms shall be shown on the shop drawings. Complete shop drawings of permanent steel deck forms, if used, shall be submitted to the Engineer for approval prior to their use.

b. Materials. Permanent steel bridge deck forms, supports closure elements, and accessories shall be fabricated from steel conforming to ASTM Specification A446 (Grades A through F) having a coating class of G165 according to ASTM Specification A525. All other form components and accessories shall be galvanized in accordance with Section 712.2.1 of the Standard Specifications.

c. Design. The following criteria shall govern the design of permanent steel bridge deck form:

1. The steel forms shall be designed on the basis of dead load of form, reinforcement and plastic concrete plus 50 pounds per square foot for construction loads, but in no case shall this loading be less than 120 PSF total. The unit working stress in the steel sheet shall be no more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 pounds per square inch.

2. Deflection under the weight of the forms, the plastic concrete and reinforcement (120 psi minimum) shall not exceed 1/180 of the form span or 1/2 inch, whichever is less.

The permissible form camber shall be based on the actual dead load condition. Camber shall not be used to compensate for deflection in excess of the foregoing limits.

16.5

3. The design span of the form sheets shall be the clear span of the form plus two inches measured parallel to the form flutes.
4. Physical design properties shall be computed in accordance with requirements of the American Iron and Steel Institute Specification for the Design of Cold Formed Steel Structural Members, latest published edition.
5. All reinforcement in bottom of slab shall have minimum concrete cover of one inch from top of form.
6. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.
7. Welding on or drilling holes in flanges to support forms will not be permitted.
8. Fabricator's shop and erection drawings shall be submitted to the Engineer for approval. These plans shall indicate the grade of steel, the physical and section properties for all permanent steel bridge deck form sheets, and a clear indication of locations where the forms are supported by steel beam or girder flanges.

3. Construction.

All forms shall be installed in accordance with approved fabrication and erection plans.

Form sheets shall not be permitted to rest directly on the top of stringer, girder, or floorbeam flanges. Sheets shall be securely fastened to form supports, and shall have a minimum bearing length of one inch at each end. Form supports shall be placed in direct contact with the flange of stringer, or girder. All attachments shall be made by permissible welds or bolts to clips or approved supports. However, welding of form supports to flanges of steel girders, stringers, or floorbeams will not be permitted. Welding and welds to supports shall be in accordance with the provision of AWS D1.5-95 pertaining to fillet welds except that 1/8 inch fillet welds will be permitted.

Any form metal where the galvanized coating has been damaged shall be thoroughly cleaned, wire brushed and painted with two coats of Type C zinc primer to the satisfaction of the Engineer. Minor heat discoloration in areas of weld need not be touched up.

Transverse construction joints shall be located at the bottom of a flute and 1/4 inch weep holes shall be field drilled at not less than 12 inches on center along the line of the joint.

4. Placing of Concrete.

Concrete shall be placed in accordance with the Standard Specifications. Particular emphasis shall be placed on uniform vibration of the concrete to avoid honeycomb and voids, especially at construction joints, and valley and ends of form sheets. Pouring sequences, procedures, and mixes shall be approved by the Engineer. Any admixture containing chloride salts shall not be used in the concrete placed on permanent steel bridge deck forms.

PAYMENT:

The amount of completed and accepted work will be paid for at the contract unit price which shall include full compensation for furnishing and placing all forms, and any surface preparation required, furnishing and placing all concrete for the concrete slab, haunches and all integral diaphragms, all labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under the Contract unit price for:

Class B Concrete, per cubic yard.

11. UTILITIES.

There is a water line on the north side of the road and an overhead electric line on the south side of the road as shown on the Plans. No provisions have been made for relocating any of the lines in the bid documents. Names and addresses of known utility companies are shown on the plans. The Contractor is responsible for contacting the utilities concerning construction activities and determining the need for protection measures, service disruption, temporary poles, relocation and other needs as may be required to facilitate project construction.

The contractor assumes all cost for such activities. Any and all costs are the responsibility of the contractor and shall be included in the contract unit bid prices of other items.

12. SL-1 THRIE BEAM RAIL

This item shall include the furnishing of all materials, labor, and equipment necessary to construct the bridge rail in conformity with the lines, grades, and dimensions shown on the bridge plans and in accordance with provisions of Section 713 of the MoDOT Standard Specifications except as modified by these Special Provisions.

Measurement. Measurement of bridge rail will be made to the nearest linear foot for each structure measured along the face of the beam, from center to center of posts. Final measurement of the completed bridge rail will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity.

Payment. Payment for the accepted quantity of bridge rail, complete-in- place, will be made at the contract unit price for "SL-1 Thrie Beam Rail".

13. QUANTITIES.

The quantities contained in the proposal (i.e. Plan Quantities) represent an estimate of the work to be accomplished and, except for the items listed below, shall be considered the final pay quantities unless a variation in excess of 5% can be verified and documented by the Contractor.

For the items in the following list the contractor shall provide the Engineer with scale tickets as evidence that the required quantities have been delivered. The final pay quantity shall be considered the sum of the scale tickets up to and including the plan quantity unless a variation in excess of 5% can be verified and documented by the Contractor.

Aggregate Surface	Aggregate Base (all types)
Asphaltic Concrete	Rock Blanket
Concrete (all Classes)	

Steel Piling will be measured and paid by the length actually driven.

Unless otherwise specified, Seeding shall be considered a minimum of one acre and any excess seed and fertilizer shall be applied to the area to be seeded.

14. ENVIRONMENTAL PROTECTION.

The design of this project has been reviewed by various State and Federal Agencies including the Corps of Engineers, the Missouri Department of Natural Resources and the Missouri Conservation Commission. The Contractor' s attention is called to various management practices and requirements of these agencies contained in the contract documents. The Contractor shall exercise prudent precautions to protect water quality, cultural resources, and rare and endangered species to the greatest extent practical. The Contractor shall be totally responsible for any actions taken by Local, State, and Federal Agencies because of his operations.

15. PROJECT CONSTRUCTION STAKING

- a. The ENGINEER at the request of the CONTRACTOR will provide a list of horizontal and vertical survey control points sufficient for staking of the project. This list shall include a physical description of each point, project coordinates for each point and shall be referenced to the proposed centerline by station and offset. Centerline PC's, PT's, PI's and starting and ending points for the project shall also be provided in the above format, however, NO physical monumentation will be placed for the above referenced centerline points. The CONTRACTOR shall be responsible for maintaining all control points after construction has begun and throughout project construction. It will be the responsibility, however, of the CONTRACTOR to provide all construction staking necessary to provide assurance that construction is occurring in the correct location. The CONTRACTOR shall provide copies of the staking notes for the project on a weekly basis throughout construction to the ENGINEER. Payment for this item is incidental and shall be included in the base bid. In addition the CONTRACTOR shall be responsible for replacement by a

Land Surveyor, licensed and registered in the State of Missouri, of any property corner monuments, monuments associated with the United States Public Land System or survey related monuments that are disturbed during construction. The ENGINEER shall be notified in writing prior to removal or disturbance of any such corners or monuments.

- b. In addition to the above the Contractor shall be responsible for all construction staking complying with the lines, grades and typical sections shown on the plans. The Contractor shall place a minimum of two stakes at each cross sections shown on the plans. The Contractor shall place a minimum of two stakes at each cross section shown in the plans to indicate the locations of the toe of slope.

The Engineer reserves the right to perform independent staking to check for conformance.

The cost for this staking shall be included in the unit bid price for other items.

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

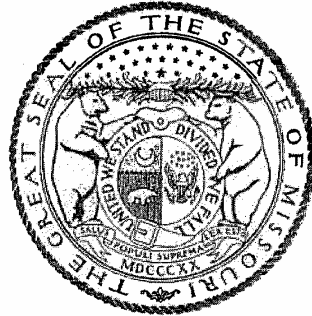
Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



BOB HOLDEN, Governor

Annual Wage Order No. 10

Section 010

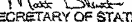
BOONE COUNTY

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

RECEIVED & FILED

MAR 10 2003

Colleen A. Baker, Director
Division of Labor Standards

Filed With Secretary of State: 
SECRETARY OF STATE

Last Date Objections May Be Filed:

APR 09 2003

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$28.26	55	60	\$9.74
Boilermaker			\$26.51	57	7	\$12.98
Bricklayers - Stone Mason			\$23.65	59	7	\$7.35
Carpenter	3/03		\$19.03	60	15	\$7.86
Cement Mason	3/03		\$18.07	9	3	\$8.66
Electrician (Inside Wireman)			\$23.73	28	7	\$9.06 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$28.655	26	54	\$8.115
Operating Engineer						
Group I	5/03		\$22.62	86	66	\$13.03
Group II	5/03		\$22.62	86	66	\$13.03
Group III	5/03		\$21.37	86	66	\$13.03
Group III-A	5/03		\$22.62	86	66	\$13.03
Group IV	5/03		\$23.32	86	66	\$13.03
Group V	5/03		\$24.62	86	66	\$13.03
Pipe Fitter			\$27.41	91	69	\$10.33
Glazier			\$24.31	87	31	11.71 + 13.2%
Laborer (Building):						
General			\$15.87	110	7	\$7.33
First Semi-Skilled			\$17.47	110	7	\$7.33
Second Semi-Skilled			\$16.87	110	7	\$7.33
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$23.65	59	7	\$7.35
Milwright	3/03		\$20.03	60	15	\$7.86
Iron Worker	8/03		\$21.87	11	8	\$13.00
Painter			\$18.44	18	7	\$5.33
Plasterer	3/03		\$17.43	94	5	\$8.11
Plumber	7/03		\$22.23	91	69	\$10.12
Pile Driver	3/03		\$20.03	60	15	\$7.86
Roofer			\$23.15	12	4	\$7.09
Sheet Metal Worker	7/03		\$23.03	40	23	\$8.65
Sprinkler Fitter	4/03		\$27.09	33	19	\$10.65
Terrazzo Worker			\$23.65	59	7	\$7.35
Tile Setter			\$23.65	59	7	\$7.35
Truck Driver - Teamster						
Group I	3/03		\$19.80	101	5	\$5.25
Group II	3/03		\$20.45	101	5	\$5.25
Group III	3/03		\$19.95	101	5	\$5.25
Group IV	3/03		\$20.45	101	5	\$5.25
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.

Building Construction Rates for
BOONE County Footnotes

Section 010

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

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

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

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

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

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

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

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 7:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

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

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

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (the above working hours may be changed by mutual Agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. **The 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.**

ANNUAL WAGE ORDER NO. 10

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

NO. 28: Means 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, shall constitute a day's work five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

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

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. 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 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 (1 ½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

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

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1 ½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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

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

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (1/2) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular work week shall consist of forty (40) hours of five (5) work days, Monday through Friday. The work week may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1 ½) 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 ½) 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 days work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time (and resulting quitting time) may be moved forward two (2) hours to 6:00 a.m. or the starting time (and resulting quitting time) may be delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

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. 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

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

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen	5/03	\$24.03	7	16	\$7.84
Millwright	5/03	\$24.03	7	16	\$7.84
Pile Driver Worker	5/03	\$24.03	7	16	\$7.84
OPERATING ENGINEER					
Group I	5/03	\$21.70	21	5	\$13.00
Group II	5/03	\$21.35	21	5	\$13.00
Group III	5/03	\$21.15	21	5	\$13.00
Group IV	5/03	\$17.50	21	5	\$13.00
Oiler-Driver	5/03	\$17.50	21	5	\$13.00
LABORER					
General Laborer	5/03	\$20.32	2	4	\$7.03
Skilled Laborer	5/03	\$20.92	2	4	\$7.03
TRUCK DRIVER - TEAMSTER					
Group I	5/03	\$23.07	22	19	\$6.00
Group II	5/03	\$23.23	22	19	\$6.00
Group III	5/03	\$23.22	22	19	\$6.00
Group IV	5/03	\$23.34	22	19	\$6.00

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

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 10

7/03

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate to complete forty (40) hours of work in a week. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. Time & one-half (1½) shall be paid for all hours in excess of eight (8) hours per day (if working 5-8's) or ten (10) hours per day (if working 4-10's), or forty (40) hours per week, Monday through Friday. For all time worked on Saturday (unless Saturday or any portion of said day is worked as make-up to complete forty hours), time and one-half (1½) shall be paid. For all time worked on Sunday and recognized holidays, double (2) time shall be paid.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost from holidays. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular work week shall consist of five (5) eight (8) hour days, Monday through Friday. The regular work day for which employees shall be compensated at straight time hourly rate of pay shall, 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. 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 per work week. Overtime will be at one and one-half (1 ½) times the regular rate. If workmen are required to work the recognized 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'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.

REPLACEMENT PAGE

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

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

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$28.28	\$3.25 + 41.3%
*Lineman Operator	\$25.32	\$3.25 + 41.3%
*Groundman	\$20.04	\$3.25 + 41.3%

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$27.27	\$3.25 + 37.3%
*Lineman Operator	\$23.54	\$3.25 + 37.3%
*Groundman	\$18.20	\$3.25 + 37.3%

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

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

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 10

7/03

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APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, ten dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim, and is applicable to this Contract.

APPENDIX B

Boone County Purchasing
601 E. Walnut, 2nd Floor
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, Director
573/886-4391 - FAX 573/886-4402

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as the County is exempted from them by law.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of, any item purchased until same is delivered to the County and is accepted by the County.

APPENDIX C

PERMITS

INDEX

Missouri Department of Natural Resources Permit

U.S. Army Corps of Engineers Nationwide Permit
(To be included when received)

Missouri Department of Natural Resources 401 Water Quality Certification
(To be included when received)



MISSOURI DEPARTMENT OF CONSERVATION

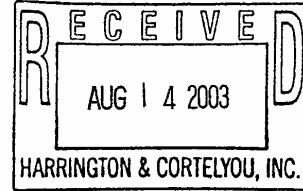
Headquarters

2901 West Truman Boulevard, P.O. Box 180, Jefferson City, Missouri 65102-0180
Telephone: 573/751-4115 ▲ Missouri Relay Center: 1-800-735-2966 (TDD)

JOHN D. HOSKINS, Director

August 11, 2003

Ms. Amanda R. Bush
Harrington & Cortelyou, Inc.
911 Main Street, Suite 1900
Kansas City, Missouri 64105-5333



Dear Ms. Bush :

Re: Bridge Number 3100241 – Boone County, MO

Thank you for your letter of July 23, 2003, regarding species of conservation concern within the proposed project area.

A review of our records shows that public lands and sensitive species or communities are not known to exist on or near the above referenced site. This reflects information we currently have in our database. Please be advised this is **not a site clearance letter**. Rather, this letter provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project.

Incorporating information from our Heritage Database into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive natural resources. However, the Heritage Database is only one reference which should be used to evaluate potential adverse impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information and species biological characteristics would additionally ensure that species of conservation concern are appropriately identified and addressed.

Please note the following information regarding Indiana bats (Federally endangered, State endangered) which may occur in the project area. Indiana bats roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. Favored roosts are large diameter (>9" dbh; best are >21" dbh) dead oaks and hickories, and living shagbark hickory. Other tree species such as elm, cottonwood, ash, and maple, if they have exfoliating bark, also may be used as roosts. Indiana bats especially need snags standing in openings, at edges, or where tree canopy is sparse. Projects should avoid or minimize the removal of potential roost

File 95
MSH ✓
KSN ✓
ARE ✓

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St. Louis

LOWELL MOHLER
Jefferson City

Ms. Amanda Bush
Page Two
August 11, 2003

trees from riparian zones or from woodlots within 0.6 mile of perennial streams or permanent water. If removal of potential roost trees is unavoidable, it should be done when Indiana bats are not likely to be present, i.e., between 30 September and 1 April. During the course of development, if possible, leave snags standing. Indiana bats feed upon terrestrial and aquatic insects; they preferentially forage in and around the canopy of riparian and floodplain forest, but also along forest/field edges and fencerows. Therefore, mature forest canopy should be enhanced and stream quality not degraded.

Impacts to the aquatic environment should be minimal if the following best management practices for maintaining water quality are followed during project design and construction.

1. Channel modification or stream relocation should not occur unless conditions of the State Channel Modification Guidelines are met.
2. Grade and seed disturbed areas as soon as possible to minimize erosion.
3. Disturbance to streambanks and riparian areas should be avoided.
4. Stream flows should not be interrupted. All temporary inchannel fills that could impound water should be culverted.
5. Avoid work in the channel between March 15 and June 15 to the extent possible.
6. Take all necessary precautions to prevent petroleum products from entering the stream.

Thank you for the opportunity to review and comment.

Sincerely,



SHANNON CAVE
PUBLIC INVOLVEMENT COORDINATOR

SDC:be