STATE OF MISSOURI
County of Boone

December Session of the October Adjourned

Term. 20

07

In the County Commission of said county, on the

 $6^{th}$ 

day of

December

**20** 07

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Shafer, Kline & Warren, Inc. for Spiva Crossing – Supplemental Request No. 1. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

#### APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 6th day of 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: SHAFER, KLINE & WARREN, INC

Project/Work Description: SPIVA CROSSING – SUPPLEMENTAL REQUEST NO 1.

Proposal Description: See attached Scope of Services and Fee Schedule dated November 16, 2007 and issued by Shafer, Kline & Warren, Inc.

Modifications to Proposal: Fees and expenses shall not exceed \$10,600.00 without prior written approval of Owner.

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

SHAFER, KLINE & WARREN	BOONE COUNTY, MISSOURI
By J. Kenny Run	By Kuntan
Title DEFICE MANAGER	Presiding Commissioner
Dated: 12-12-2007	Dated:
APPROYED AS TO FORM:	ATTEST:
	Went S. Jour
County Attorney	County Clerk
APPROVED:	CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered
Director, Boone County Public Works	balance of such appropriation sufficient to pay the costs arising from this contract.  Auditor by Cy Date



November 16, 2007

Mr. David Mink, P.E. Director of Public Works Boone County Public Works 5551 Highway 63 South Columbia, Missouri 65201-9711

Re: Spiva Crossing

Professional Services Change Order Agreement

#### Dear David:

Based on the status meeting held at Boone County Public Works (BCPW) on October 23, 2007, Shafer, Kline, and Warren, Inc. (SKW) requests a change order for the above referenced project. Our understanding of the changes to the project scope is as follows:

#### West End

- Replace proposed box culvert with a poly-coated corrugated metal pipe (CMP) with a
  mitered end capable of handling the 25-year design storm.
- Change the typical section to reflect a 20 foot wide roadway with five (5) foot shoulders
  for a total of 30 feet between headwalls. Taper the width to match the existing roadway
  on each end.
- Revise the tie slopes to 2:1 and provide provisions to rip rap the inflow and outflow of the pipe.
- Create a grading sheet that shows the grading extents and trees within those extents.
  - Clarification: SKW intends to create a grading plan showing the grading limits with stations and offsets from the center of the roadway. Our current survey data does not have specific tree information. It would be the responsibility of BCPW to mark specific trees for removal and/or saving. If it is BCPW's intention that SKW provide specific tree information additional field survey would need to be completed and that cost would need to be added to the change order cost specified in this letter.

#### **East End**

- Change the typical section to reflect a 20 foot wide roadway with five (5) foot shoulders for a total of 30 feet between headwalls. Taper the width to match the existing roadway on each end.
- Change the wing wall slopes to 1:1 and tie slopes to 2:1. Specify an appropriate ditch liner, as necessary, to adequately protect the roadway ditch side slopes and rip rap around the each end of the wing walls.
- Change the Hague Road pipe from a straight south alignment to run west to the proposed box culvert. Verify that a pipe is necessary, if so the pipe should be an aluminized CMP with a mitered end section on the upstream end to help collect the water. Otherwise grade a ditch from the northwest corner of the intersection to the top of the wing wall.
- Dowel the headwalls into the proposed box culvert with a construction joint unless the
  guardrail has to attach to the headwall. SKW will research the AASHTO Low Volume
  Roadway Guidelines for guardrail requirements. If guardrail is required the appropriate
  information will be added to the plan and detail sheets.
- Create a grading sheet that shows the grading extents and trees within those extents.
  - Clarification: SKW intends to create a grading plan showing the grading limits with stations and offsets from the center of the roadway. Our current survey data does not have specific tree information. It would be the responsibility of BCPW to mark specific trees for removal and/or saving. If it is BCPW's intention that SKW provide specific tree information, additional field survey would need to be completed and that cost would need to be added to the change order cost specified in this letter.
- Show the location of the relocated fence.

Our compensation for completing the services listed above will be a lump sum of \$10,600 which shall not be exceeded without prior written approval of the Boone County Public Works Department. This agreement shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by SKW and BCPW for the current calendar year. This change order is open for acceptance until December 31, 2007.

The following individuals are designated as primary project representatives for BCPW and SKW. These individuals shall be the primary point of contact and shall receive all correspondence or notices:

#### Shafer, Kline, and Warren, Inc. Representative:

J. Kensey Russell, P.E., P.L.S. 1400 Forum Boulevard, Suite 19A Columbia, Missouri 65203

Phone: (573) 442-4537 Fax: (573) 442-4543

E-mail: <u>irussell@skw-inc.com</u>

#### **Boone County Public Works Representative:**

David Mink, P.E. Director of Public Works 5551 Highway 63 South Columbia, Missouri 65201-9711

Phone: (573) 449-8515 Fax: (573) 875-1602

E-mail: dmink@boonecountymo.org

This letter agreement, along with the General Consultant Services Agreement signed by SKW and BCPW for the current calendar year, represents the entire understanding between us in respect to this project. If these documents adequately represent your understanding of our agreement, please attach this document to your standard Approval of Proposal for Consultant Services Contract and proceed with the County approval process.

We appreciate the opportunity to provide consultant services to Boone County and look forward to the completion, and successful construction, of this project. If questions should arise after you review this proposal, please don't hesitate to call the number listed above for assistance.

Sincerely,

J. Kensey Russell, P.E., P.L.S.

Office Manager

STATE OF MISSOURI	1	
County of Boone	}	ea.

December Session of the October Adjourned

Term. 20

07

In the County Commission of said county, on the

 $6^{th}$ 

day of

December

**20** 07

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

Now on this day the County Commission of the County of Boone does hereby authorize the release of bond for sewer improvements posted for Carl Subdivision (Kenworth) that was accepted 7/27/2004 by County Commission # 308-204.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI **County of Boone** 

December Session of the October Adjourned

Term. 20

07

In the County Commission of said county, on the

6<sup>th</sup>

day of

December

20

07

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5903 Kent Drive in Columbia, Missouri.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson **Presiding Commissioner** 

Karen M. Miller

District I Commissioner

STATE OF MISSOURI
County of Boone

December Session of the October Adjourned

Term. 20

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In the County Commission of said county, on the

 $6^{th}$ 

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

Now on this day the County Commission of the County of Boone does hereby award bid 96-29NOV07 — Boone County Alternative Sentencing Foundation Repair & Reinforcement to Gibbons Basement Systems, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI	1	
County of Boone	J	ea.

December Session of the October Adjourned

Term. 20

07

In the County Commission of said county, on the

 $6^{th}$ 

day of

December

07

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the University of Missouri-Kansas City cooperative contract 6863 – In-Car Digital Recording System with L-3 Communications Mobile-Vision, Inc., and further approves the purchase of a 2<sup>nd</sup> year warranty on the units. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Wendy S. Nores

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

December Session of the October Adjourned STATE OF MISSOURI **County of Boone**  $6^{th}$ 

Term. 20

07

In the County Commission of said county, on the

day of

December

07 20

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

Now on this day the County Commission of the County of Boone does hereby award bid 79-30AUG07 - Courthouse Expansion Project - BC-11 - Elevator to Schindler Elevator Corporation. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson **Presiding Commissioner** 

District I Commissioner

STATE OF MISSOURI
County of Boone

December Session of the October Adjourned

Term. 20

07

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In the County Commission of said county, on the

 $6^{th}$ 

day of

December

07

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

Now on this day the County Commission of the County of Boone does hereby award bid 82-30AUG07 – Courthouse Expansion Project – BC-14 – Fire Protection to Mainline Fire Protection. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

# ${}^{\text{\tiny{Mat}}}AIA^{\circ}$ Document A101/CMa $^{\text{\tiny{Mat}}}$ – 1992

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

#### **AGREEMENT**

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

#### BETWEEN the Owner:

(Name and address)

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

and the Contractor: (Name and address)

Mainline Fire Protection, LLC 505 Empire Drive Jefferson City, Missouri 65109

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

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

The Construction Manager is: (Name and address)

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

The Architect is: (Name and address)

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

The Owner and Contractor agree as set forth below.

#### **ADDITIONS AND DELETIONS:**

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

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

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

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

All work required for Bid Package BC-14 (Project No.82-30AUG07) - Fire Protection

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Paragraphs deleted)

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than (Paragraphs deleted)

( ) days after the Date of Commencement.

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

#### Portion of Work

#### **Substantial Completion date**

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Sixty Eight Thousand Five Hundred Dollars and Zero Cents (\$ 168,500.00) subject to additions and deductions as provided in the Contract Documents.

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

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

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

Description

Units

Price (\$ 0.00)

#### ARTICLE 5 PROGRESS PAYMENTS

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

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

- § 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.
- § 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;
- § 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);
- § 5.6.3 Subtract the aggregate of previous payments made by the Owner; and
- § 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.
- § 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:
- § 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95.00%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- § 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.
- § 5.8 Reduction or limitation of retainage, if any, shall be as follows:

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

#### ARTICLE 6 FINAL PAYMENT

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

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

(Paragraphs deleted)

(1.5% simple) per annum

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

#### § 7.3 Temporary facilities and services:

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

#### § 7.4 Other Provisions:

(Here list any special provisions affecting the Contract.)

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

#### ARTICLE 8 TERMINATION OR SUSPENSION

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

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

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

- § 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.
- § 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition.
- § 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 8, 2007, and are as follows:

**Document** 

Title

**Pages** 

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

Title of Specifications exhibit:

(Table deleted)

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

Init.

AlA Document A101/CMa<sup>TM</sup> – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:15:25 on 11/01/2007 under Order No.1000264681\_2 which expires on 12/12/2007, and is not for resale.

(179554245)

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

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

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

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

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

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

ATTACHMENT A - SAFETY

ATTACHMENT B - REQUIRED BILLING PROCEDURES

ATTACHMENT C - INSURANCE REQUIREMENTS

ATTACHMENT D - ENUMERATION OF DOCUMENTS

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

ATTACHMENT F - TAX EXEMPT CERTIFICATE

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

ATTACHMENT H - SCHEDULE

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

OWNER

County of Boone - Missouri 601 East Walnut, Room 208

Columbia, Missouri 65201

(Signature)

Kenneth M. Pearson, Presiding Commissioner

(Printed name and title)

CONTRACTOR

Mainline Fire Protection, LLC

505 Empire Drive

Jefferson City, Missouri 65/109

(Signature)

Aaron Newton, Vice President

(Printed name and title)

#### OWNER CONSTRUCTION REPRESENTATIVE

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

(Silgnature)

Kåren Miller, Commissioner

(Printed name and title)

#### APPROVED AS TO LEGAL FORM

County of Boone - Missouri 601 East Walnut, Room 208 Columbia, Missouri 6

(Signature

John Patton, Boone County Counselor

(Printed name and title

#### **CERTIFICATION:**

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

Auditor

\$ 168,500.00 4061-71201

Aller

#### ATTEST

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

(Signature)

Wendy Noren, County Clerk

(Printed name and title)

#### **CONSTUCTION MANAGER**

S. M. Wilson & Co.

2185 Hampton A

Signature)

David Pederson, S. M. Wilson & Co.

Representative

(Printed name and title)



GENERAL CONTRACTORS / CONSTRUCTION MANAGERS

## ATTACHMENT A - SAFETY NOTICE TO ALL CONTRACTORS

TO:

ALL CONTRACTORS

FROM:

THOMAS BURNS, SAFETY DIRECTOR

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

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

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

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

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

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

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

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

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



GENERAL CONTRACTORS / CONSTRUCTION MANAGERS

## ATTACHMENT B REQUIRED BILLING PROCEDURE

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

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

Thank you for your cooperation.

## **APPLICATION AND CERTIFICATE FOR PAYMENT**

#### CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMa				PAGE ONE OF PAGES
TO OWNER: FROM CONTRACTOR:	PROJECT:		APPLICATION NO:  PERIOD TO: PROJECT NO:  CONTRACT DATE:	Distribution to:  OWNER  CONSTRUCTION  MANAGER  ARCHITECT  CONTRACTOR
CONTRACT FOR:	VIA CONSTRUCTION VIA ARCHITECT:	MANAGER:		
CONTRACTOR'S APPLICAT Application is made for payment, as shown below, i Continuation Sheet, AIA Document G703, is attach	n connection with the Contra		The undersigned Contractor certifies that to the information and belief the Work covered by this completed in accordance with the Contract Doo by the Contractor for Work for which previous payments received from the Owner, and that cu	s Application for Payment has been uments, that all amounts have been paid Certificates for Payment were issued and
<ol> <li>ORIGINAL CONTRACT SUM</li> <li>Net change by Change Orders</li> <li>CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>TOTAL COMPLETED &amp; STORED TO DATE (Column G on G703)</li> <li>RETAINAGE:         <ul> <li>a. % of Completed Work</li> <li>(Column D + E on G703)</li> <li>b. % of Stored Material</li> <li>(Column F on G703)</li> <li>Total Retainage (Lines 5a + 5b or</li> <li>(Lines 5a + 5b or</li> <li>(Column 5 on G703)</li> <li>(Column 5 on G703)</li> <li>(Column 6 on G703)</li> <li>(Column 7 on G703)</li></ul></li></ol>	\$ \$ \$	0.00	CONTRACTOR:  By:  State of: Consubscribed and sworn to before me this Notary Public: My Commission expires:	Date: anty of: day of
Total in Column I of G703)  6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  8. CURRENT PAYMENT DUE  9. BALANCE TO FINISH, INCLUDING RETAIN (Line 3 less Line 6)	\$\$ \$\$ \$	0.00 0.00 0.00 0.00	CERTIFICATE FOR PAYM  In accordance with the Contract Documents, ba comprising this application, the Construction M Owner that to the best of their knowledge, info progressed as indicated, the quality of the Work Documents, and the Contractor is entitled to pay	sed on on-site observations and the data lanager and Architect certify to the rmation and belief the Work has is in accordance with the Contract
CHANGE ORDER SUMMARY	ADDITIONS DED	UCTIONS	(Attach explanation if amount certified differs f	rom the amount applied for. Initial all
Total changes approved in previous months by Owner			figures on this Application and on the Continua amount certified.)	tion Sheet that changed to conform to th
Total approved this Month			CONSTRUCTION MANAGER: By:	Date:
TOTAL	\$0.00	\$0.00	ARCHITECT: By:	Date:
NET CHANGES by Change Order	\$0.00	·	This Certificate is not negotiable. The AMOUR	NT CERTIFIED is payable only to the

AIA DOCUMENT G702/CMa · APPLICATION AND CERTIFICATION FOR PAYMENT · CONSTRUCTION MANAGER-ADVISER EDITION · 1992 EDITION · AIA® · @ 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

702/CMa-1992

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

## **CONTINUATION SHEET**

ALA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

APPLICATION NO: APPLICATION DATE:

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

PERIOD TO:

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

ARCHITECT'S PROJECT NO:

A	В	C	D	E	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COM	IPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
140.		VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED	COMPLETED AND STORED	(G ÷ C)	TO FINISH (C - G)	(IF VARIABLE RATE)
			(D + E)		(NOT IN	TO DATE		(0-0)	( KAIE)
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GENERAL CONTRACTORS / CONSTRUCTION MANAGERS

## SUBCONTRACTOR OUTSTANDING ITEMS

S.M	. WILSON PROJECT NAME	
S.M.	. WILSON PROJECT NO.	<del> </del>
Cont	ractor:	Date:
The	following added scope items have not been in	ncluded in our contract amount to date:
I.	Cost incurred extra work items: (include a	ll extra work tickets, tracking numbers, etc.)
		· .
		<u> </u>
П.	Cost Not Incurred extra work proposals: (	
		•



## ATTACHMENT C INSURANCE REQUIREMENTS

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

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

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

Please forward all documents to:

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

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

A	CORD TM CERTIFICA	ATE OF LI	ABILITY II	NSURANC	E	DATE 12/31/06
PRO	DUCER		CONFERS N CERTIFICAT	O RIGHTS UPON T	AS A MATTER OF INFORMATHE CERTIFICATE HOLDER. ND, EXTEND OR ALTER THE	FION ONLY AND THIS
			AFFORDED			
					AFFORDING COVERAGE	
INSU			INSURER A:	SUBCONTRACTOR	R'S INSURANCE CO.	
	SUBCONTRACTOR'S NAME & ADDRES As shown on the contract	55	INSURER B:			
	As snown on the contract		INSURER C:			
			INSURER D:			
CO1	/ERAGES		INSURER E.			
THE REC THE AGG	POLICIES OF INSURANCE LISTED BELOW HA UIREMENT, TERM OR CONDITION OF ANY CO INSURANCE AFFORDED BY THE POLICIES DE REGATE LIMITS SHOWN MAY HAVE BEEN RE	NTRACT OR OTHER DESCRIBED HEREIN IS	DOCUMENT WITH RES SUBJECT TO ALL THE MS.	PECT TO WHICH THIS TERMS, EXCLUSIONS	CERTIFICATE MAY BE ISSUED S AND CONDITIONS OF SUCH PO	OR MAY PERTAIN,
INSF LTR	·	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY	TOLIOTHOMBER	12/31/06	12/31/07	EACH OCCURRENCE	\$1,000,000.00
	X COMMERCIAL GENERAL LIABILITY	_ \			FIRE DAMAGE (Any one fire)	\$100,000.00
	CLAIMS MADE X OCCUR	(1) /			MED EXP (Any one person)	\$10,000.00
	· · · · · · · · · · · · · · · · · · ·				PERSONAL & ADV INJURY	\$1,000,000.00
			7		GENERAL AGGREGATE	\$2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES FOR:		/ ~		PRODUCTS - COMP/OP AGG	\$2,000,000.00
Α	POLICY X PROJECT LOC AUTOMOBILE LIABILITY		1/2/31/06	12/31/07	COMBINED SINGLE LIMIT	
	X ANY AUTO		/ 1 / /		(Ea accident)	\$1,000,000.00
	ALL OWNED AUTOS		/////		BODILY INJURY	
	SCHEDULED AUTOS	~ 7 /		/ /	(Per person)	
	HIRED AUTOS	4//			BODILY INJURY	
	NON-OWNED AUTOS	~ /	// // /		(Per accident)	
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			$\sim$ / / / /	////	(Per accident)	
	GARAGE LIABILITY		$\sim$ /		AUTO ONLY-EA ACCIDENT	
	ANY AUTO		(	/ /	OTHER THAN EA ACC AUTO ONLY: AGG	
Δ	EXCESS LIABILITY		12/31/06	12/31/07	EACH OCCURRENCE	\$2,000,000.00
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	RETENTION \$			$\sim$		
Α	WORKER'S COMPENSATION AND		12/31/06	12/31/07	WC STATO, OTHE	R
	EMPLOYER'S LIABILITY				^ TORY LIMITS	
					E.L. EACH ACCIDENT	\$1,000,000.00
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00
					E.L. DISEASE - POLICY LIMIT	\$1,000,000.00
	OTHER					
	DIDTION OF OPERATIONS/LOCATIONS/JELICI ES/EV	CLUSIONS ADDED BY EN	UDODSEMENT/SDECIAL D	DOVICIONS		
	RIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EX					
	ect: Job No. 070011, Boone County Cou				100 100 100	
	. Wilson & Co. and Boone County Misso					
	mobile and Excess Liability coverages a ogation in favor of the additional insured	-	•	=	me additional insureds covi	erage. waiver of
ubi	ogation in lavor of the additional historet	as applies on an co	verages where peri	milied by law.		
Plea	ase provide a copy of additional insured end	lorsement #CG2010	1185 naming previou	slv listed additional i	nsureds, or endorsements #C	G20101001 and
CG	20371001, both also naming previously liste	ed additional insured		•		
ıadıt	ional insureds with ongoing and completed	operations.)				
ER	TIFICATE HOLDER ADDITIONAL INS	URED; INSURER LETTER	: CANCELLATI	ON		
			SHOULD ANY OF	THE ABOVE DESCRIBED	POLICIES BE CANCELLED BEFORE	THE EXPIRATION DATE
	S. M. Wilson & Co.				IDEAVOR TO MAIL 30 DAYS WRITTE	
	Attn: Teresa Hecker		;		FT, BUT FAILURE TO DO SO SHALL JPON THE INSURER, ITS AGENTS OF	
	2185 Hampton Avenue		AUTHODIZED DE	DDESENTATIVE		
	St. Louis, Missouri 63139		AUTHORIZED RE	RESERVATIVE		

## **IMPORTANT**

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

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

#### DISCLAIMER

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

#### ATTACHMENT D

## APPENDIX B

## Enumeration of Documents

## Drawings Dated August 2, 2007

S 0.0

S1.1 - S1.2

S 2.1 - S 2.7

A0.1 - A0.7

A1.1 - A1.12

A2.1 - A2.6

A3.1 - A3.7

A4.1

A5.1 - A5.8

A6.1 - A6.8

ME1-ME2

M1 - M24

E1 - E22

Specifications Dated August 2, 2007



## 01 - S. M. WILJON & CO.

## **PROJECT MANAGEMENT - DRAWING LOG**

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Page: 1 of 3 Date: Time:

12 Oct, 2007 08:52 AM

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



## 01 - S. M. W' 30N & CO.

## PROJECT MANAGEMENT - DRAWING LOG

2 of 3 Date: 12 Oct, 2007 Time:

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Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number			O 1 = 1		
· · · · · · · · · · · · · · · · · · ·	Title	Revision Rev Date	Copies Status	Bulletin	Received
E15	Second Floor (North) Power Plan	0 02 Aug, 2007			
E16	Third Floor (North) Power Plan	0 02 Aug, 2007			
E17	Fourth Floor (North) Power Plan	0 02 Aug, 2007			
E18	1st / 2nd Floor (South) Power Plan	0 02 Aug, 2007			
E19	3rd Floor (South) Power Plan	0 02 Aug, 2007			
E2	1st Floor (North) Elect. Demo Plan	0 02 Aug, 2007			
E20	Electrical Details and Schedules	0 02 Aug, 2007			
E21	Electrical Details and Schedules	0 02 Aug, 2007			
E22	Panel Schedules	0 02 Aug, 2007		*	
Ė3	2nd Floor (North) Elect. Demo Plan	0 02 Aug, 2007			
E4	1st / 2nd Floor South Elect. Demo Plans	0 02 Aug, 2007			
E5	3rd Floor Electrical Demo Plan	0 02 Aug, 2007			
E6	Ground Floor Lighting Plan	0 02 Aug, 2007			
E7	First Floor (North) Lighting Plan	0 02 Aug, 2007			
E8 E9	Second Floor (North) Lighting Plan	0 02 Aug, 2007			
	Third Floor (North) Lighting Plan	0 02 Aug, 2007			
cipline:	HVAC AND PLUMBING				
M1	Ground Floor Mech. Demo Plan	0 02 Aug, 2007			
M10	3rd Floor (North) Plumbing Plan	0 02 Aug, 2007			
M11	4th Floor (North) Plumbing Plan	0 02 Aug, 2007			
M12	1st / 2nd Floor (South) Plumbing Plan	0 02 Aug, 2007			
M13	3rd Floor (South) Plumbing Plan	0 02 Aug, 2007			
M14	Ground Floor Mechanical Plan	0 02 Aug, 2007			
M15	1st Floor (North) Mechanical Plan	0 02 Aug, 2007			
M16	2nd Floor (North) Mechanical Plan	0 02 Aug, 2007			
M17	3rd Floor (North) Mechanical Plan	0 02 Aug, 2007			
M18	4th Floor (North) Mechanical Plan	0 02 Aug, 2007			
M19	1st / 2nd Floor (South) Mech. Plan	0 02 Aug, 2007			
M2	1st Floor (North) Mech Demo Plan	0 02 Aug, 2007			
M20	3rd Floor (South) Mech. Plan	0 02 Aug, 2007			
M21	Mechanical Details and Schedules	0 02 Aug, 2007			
M22	Mechanical Details and Schedules	0 02 Aug, 2007			
M23	Plumbing Details and Schedules	0 02 Aug, 2007			
M24	Mechanical Controls	0 02 Aug, 2007			
M3	2nd Floor (North) Mech Demo Plan	0 02 Aug, 2007			
M4	1st / 2nd Floor (South) Mech Demo Plan	0 02 Aug, 2007			
M5	3rd Floor Mechanical Demo Plan	0 02 Aug, 2007			
M6	Ground Floor U / G Plumbing Plan	0 02 Aug, 2007			
M7	Ground Floor A / G Plumbing Plan	0 02 Aug, 2007			
M8	1st Floor (North) Plumbing Plan	0 02 Aug, 2007			
M9 <sub>.</sub>	2nd Floor (North) Plumbing Plan	0 02 Aug, 2007			
ME1	Mechanical & Elect. Symbols Legend	0 02 Aug, 2007			
ME2	Mech. / Elect. Roof Plan	0 02 Aug, 2007			
cipline:	STRUCTURAL				
S0.0	General Notes	4 13 Jul, 2007			
S1.1	Foundation Plan	5 07 Aug, 2007			
S1.1	Foundation Details	0 07 Aug, 2007			
S2.1	Third Floor Framing Plan	5 07 Aug, 2007			
S2.1 S2.2	Fourth Floor Framing Plan	5 07 Aug, 2007			
S2.2 S2.3	Perimeter Steel	5 07 Aug, 2007			
S2.3 S2.4	Roof Framing Plan	5 07 Aug, 2007			
S2.5	Bracing Elevations & Details	5 07 Aug, 2007			
	Framing Details	5 07 Aug, 2007			
S2.6 S2.7	Framing Details	5 07 Aug, 2007			



## 01 - S. M. WI⊾3ON & CO. PROJECT MANAGEMENT - DRAWING LOG

Page: 3 of 3 Date: 12 Oct, 2007

Time:

08:52 AM

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

lumber	Title	Revision Rev Date	Copies Status	Bulletin	Received

### **END OF REPORT**

Report Parameters

Project: 070011

Run Date:

12 Oct, 2007

Run Time: Operator:

08:52 AM KATHERINE

Report Code:

PM3031

## Performance Bond

CONTRACTOR (Name and Address):	SURETY (Name and Principal Place of Business):
OWNER (Name and Address): County of Boone - Missouri 601 East Walnut, Room 208 Columbia, Missouri 65201	
CONSTRUCTION CONTRACT Date: Amount: Description (Name and Location):	
BOND  Date (Not earlier than Construction Con	tract Datals
Amount:  [ Modifications to this Bond;  X	None See Last Page
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)
Signature: Name and Title: (Any additional signatures appear on the	Signature: Name and Title:
(FOR INFORMATION ONLY - Name, A AGENT or BROKER:	

#### ADDITIONS AND DELETIONS:

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

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

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

- § 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.
- \$31f there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- § 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
- § 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and
- § 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- § 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- § 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- § 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- § 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- § 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- § 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- § 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- § 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and
- § 6.3 Equidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- § 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- § 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 12 DEFINITIONS

- § 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract
- § 12.2 Construction Contract. The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- § 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- § 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

#### § 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)  CONTRACTOR AS PRINCIPAL  SURETY				
Company:	(Corporate Seal)	Company:	(Corporate Seal)	
Signature: Name and Title Address:		Signature: Name and T Address:	itle:	
		·	·	
				·

#### Payment Bond

EONTRACTOR (Name and Address):	SURETY (Name and Principal Place of Business):		
OWNER (Name and Address):			
County of Boone - Missouri 601 East Walnut, Room 208			
Columbia, Missouri 65201			
CONSTRUCTION CONTRACT			
Date:			
Amount: Description (Name and Location):			
Pescipagi state at Location).			
BOND			
Date (Not earlier than Construction Contract Date	e):		
Amount:	Con Low Power		
Modifications to this Bond: X None	See Last Page		
CONTRACTOR AS PRINCIPAL	SURETY		
Andrew College	Company: (Corporate Seal)		
	<del></del>		
	Signature:		
- 10 may	Name and Title:		
(Any additional signatures appear on the last page			
(FOR INFORMATION ONLY - Name, Address an	d Telephone)		
En	gineer or other party):		

- § 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
- § 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- § 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- § 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- § 4 The Surety shall have no obligation to Claimants under this Bond until:
- § 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- § 4.2 Claimants who do not have a direct contract with the Contractor:
  - Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
  - A Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  - Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- § 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- § 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:
- § 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- § 6.2 Pay or arrange for payment of any undisputed amounts.
- § 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- § 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 15 DEFINITIONS

- § 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- § 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
- § 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

<ul> <li>(Space is provided below for additional signature.</li> <li>CONTRACTOR AS PRINCIPAL</li> </ul>	of added parties, other than those appearing on the cover page.  SURETY		
Company: (Corporate Seal)	Company:	(Corporate Seal)	
Signature: Name and Fitle:	Signature: Name and Title:		
Address:	Address:		

## **DUAL OBLIGEE RIDER**

		BOND NUMBER:
WHE	EREAS, on or about theday of,,	
	, as Principal, entered into a writ	ten agreement with
		-
		and
joint :	WHEREAS, the Principal and as Suret and several Performance Bond, and	
includ	WHEREAS, upon the conditions herein stated, consent is hade the name(s) of	ereby given by both the Principal and the Surety to
	S.M. Wilson & Co.	
As Co	o-Obligee(s), said Co-Obligee having a material interest in the	performance of said contract.
is here	NOW THEREFORE, in consideration of One Dollar and ot eby acknowledged, the undersigned hereby agree as follows:	her good and valuable consideration, receipt of which
	The aforesaid Bond shall be and it is hereby amended as fol	lows:
٠4.	The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall	be added to said Bond as a Named Obligee.
2.	The rights of the Co-Obligee(s) shall be subject to the condibe performed; provided, however, that the aggregate liability Obligee and S.M. Wilson & Co., as their interests may appear provided, further, that the Surety may, at its option, make arthat the Surety, may at its option, make payments under said S.M. Wilson & Co.	y of the Surety under said Performance Bond to the ar, is limited to the penal sum of the Bond and by payments under said Bond, and provided further,
3,	Except as herein modified, said Performance Bond shall be	and remain in full force and effect.
SIGN	ED, SEALED AND DATED THIS day of	_ ,
		PRINCIPAL
		Ву:
		SURETY
		Bv:

# Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

# PROJECT EXEMPTION CERTIFICATION FOR EXEMPT ENTITY CONSTRUCTION

Name of Exempt Entity:

County of Boone

Address:

801 E. Walnut

City/State/Zip:

Columbia, Missouri 65201

Tax Identification Number:

12464848

Project Identification Number:

Project Location and Description of Project:

Contract Date:

Estimated Completion Date: Certificate Expiration Date:

Construction Manager: S.M. Wilson & Co. Contact Person: Mitch Miller

Address: 2185 Hampton Avenue, St. Louis, MO 63139

Phone Number: (314) 645-9595

Contract Amount: TBD

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

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

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

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

SIGNATURE OF AUTHORIZED AGENT:

Melinda	Bobbitt,	CPPB
Director	of Purch	nasing

Date



## MISSOURI DEPARTMENT OF REVENUE CUSTOMER SERVICES DIVISION

### PROJECT EXEMPTION CERTIFICATE

FORM **5060** (REV. 5-2007)

## TO BE GIVEN TO YOUR CONTRACTOR

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		-	MISSOURI TAX EXEMPTION NU	JMBER		
County of Boone			12464848			
ADDRESS		CITY			STATE	ZIP
801 E. Walnut, Room 236		Columbia MO		65201		
BEGIN DATE FOR PROJECT	PROJECTI	DJECTED COMPLETION DATE PROJECT NUMBER				
11/01/07	1/01/09	•		70-30	0Aug07 -	·BC #14
DESCRIPTION OF PROJECT  Complete the fire protection package as identified in						
	-	,		J J		
PROJECT LOCATION			EXPIRATION DATE			
601 E. Walnut, Columbia, MO 65201			1/01/09			
Give a signed copy of this certificate, along with a copsubcontractor who will be purchasing tangible persor validity of the certificate. You must issue a new certificate EXEMPT ENTITY'S AUTHORIZED SIGNATURE	nal prop	perty for use in th	is project. It is your r	espoi		
Lace B Rull	i e	/		/	10/0	26/07
The Missouri exempt entity named above hereby authorizes to consumed in the construction project identified herein and no				prope	rty to be in	ncorporated or
NAME OF PURCHASING CONTRACTOR  Mainline Fire Protection			-			
ADDRESS		CITY		ST	TATE	ZIP
P.O. Box 104448		Jeffer	rson City	$\Big _{\mathbf{M}}$	10	65110
Contractors present this to your supp		order to purchas	se the necessary mat	terial	s tax exe	empt.
NOTE: Complete and sign botto  NAME OF PURCHASING SUBCONTRACTOR	m poni	on it extending	certificate to your su	IDCOL	itractor.	
_						
ADDRESS		CITY		ST	TATE	ZIP
SIGNATURE OF CONTRACTOR				DA	ATE	

## Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

## Annual Wage Order No. 13

Section 010
BOONE COUNTY

In accordance with Section 290:262 RSMo 2000; within thirty (30) days after a certified copy of this Annual Wage. Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth, in writing the specific grounds of objection: Bach objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Allen B. Dillingham, Director
Division of Labor Standards

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This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2006

Last Date Objections May Be Flied: April 10, 2006

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for BOONE County

REPLACEMENT PAGE

Section 010

**Effective Date of		Hourly Rates \$26,44	Over- Time Schedule 55	Hollday Sohedula	
Date of	<u> </u>	Hourly Relea	Time Schedule	Schedule	
	Ŀ	Reles	Schedule	Schedule	
			1 00	60	\$12.76
<del></del>	1	\$28.50		7	\$17.00
<del></del>	$\vdash$	\$25.39		7	\$10.12
• • • • • • • • • • • • • • • • • • • •	┼─	\$21,13		15	\$9.68
		\$23.58		3	\$9.92
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	<del>                                     </del>				\$13,241
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	:				\$9.58
		\$22.85			
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Welders - Acetylene & Electric

Fringe:Banefit.Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase
\*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 13 ..

Building Construction Rates for BOONE County Footnotes

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	Effective Date of Increase	i Houdy	Over- Time: Schedule	Hollday Schedule	Total Fringe Benefits
		* : .			
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\*Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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

b - All work over \$3.5 Mil. Total Mech. Contract - \$31.00, Fringes - \$17.93

All work under \$3.5 Mil. Total Mech. Contract - \$29.66, Fringes - \$13.83

## BOONE COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

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

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1/s) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employee may satisful work on the following Saturday at straight time. All work accomplished on Sunday and holldays shall be compensated for at double the regular rate of wages; The work week shall be Monday through Friday, except for midweek holldays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00, a.m.; and 8:00 a.m. from Monday to Friday. Time and one-half (14) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Sanuday. 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 frees holidays.

NO. 12: Means the work week sliall continence on Monday at 12:D1 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one half (1%) times the regular frontly wage scale. All work performed within the regular working hours which shall consist of a ten. (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1%) times the regular fourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

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

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 Eriday, 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 Coustroollon Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and pald 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. 13

Page 1 of 5 Pages

. AWI 3 010 OT. doc

### BOONE COUNTY OVERTIME SCHEDULE DUILDING CONSTRUCTION

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) infants period to be taken for hunch. Elve (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 n.m.
-Work week must begin on either a Monday of 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

Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (11%) times the employee's regular rate of pay. All work performed from 12400 a.m. Stinday 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) hours or straight time hourly rate of pay. Should employees work in excess of twelve (12) for all time after twelve (12) hours. Shift work performed between the hours of 2:30 p.m. and 1:200 a.m. (special shift) shall receive eight (8) hours pay it the regular bindy rate of pay plus ten (10%) percent for seven and one-half (7%) 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 bindy rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (10) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one had one-half (1%) 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 jobsite. 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, exclude the Sundays and holidays shall be at the rate of time and one-half (11%). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (3) 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 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 that as 5:30 p.m. All full or part line labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1/5) 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 which 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 (14) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Sahurday, 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 perinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all the worked on Sturday, shell be paid at the rate of time and one-half (1½) except in cases where work is part of an employer's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

ANNUAL WAGE ORDER NO. 13

AW13 010 OT.dog

Page 2 of 5 Pages

### EOONE COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

NO. 591 Means that except as herein provided, eight (8) hours it 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 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 ton (10) hour periods between the hours of 6:10 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday linguigh Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday addor 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. Shall constitute a weeks work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday addor 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 fine) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days to the to to leidays.

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-jour 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 (1V) 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 may be worked as a new bury 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 am. and 6:30 p.m. in any-week, work performed more than ion (10) hours per day, or forty (40) hours per week shall be paid at time and one half (11V) the hourly wage rate plus hidge benefits Monday through Friday. If an Employer is working 10-hour days and losses a day due to inclement weather, the Employer may work ten (10) hours on Friday is straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, plus all hours worked over the furty (40) hours Monday through Friday will be plaid at time and one-half (11V) the regular Millwright hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Solurday shall be compensated for at time and one-half (12/) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting of 8:300 am. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly, rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (34) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour hinch shall be paid at the overtime rate of time and one-half (145). Work performed outsith these hours shall be paid at the overtime rate of time and one-half (145). Work performed outsith these hours shall be paid at the overtime rate of time and one-half (145). Work performed outsith these hours shall be paid at the overtime rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All, work performed prior to or, after the regular leght (8) hour work day, as described above; and all work performed on Satuday's shall be paid at time and one-half (145) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time and one-half (145). The employer may establish a 4-10's schedule, on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's inhedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day slight.

ANNUAL WAGE ORDER NO. 13

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### BOONE COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Filday, beginning at 8:00 a.m. and ending at 4:10 p.m. This regular work day beginning time may be advanced one or two fours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at the (10) hours in excess of ten (10) hours in any one day to be at the applicable overlines rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control; inclement weather or holiday, he shall have the option to work Friday at the straighttime rate of pay to complete his forty (40) hours. It an employer declines to work Friday as a make-up day, he shall not be penaitzed. All overline work performed ha Monday through Sahurday shall be paid at time and one-half (1½) of the hourly rate plus as amount equal to one-half (15) of the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 871 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 overtine rate. Five (5) days from Mendey through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 911 Means eight (8) hours shall constitute a day's work commending at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (14) hour for hinch. The option daists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (3) workdays, Monday through Friday. The workweek may consist of four (4) for the (10) hour days from Monday through Thursday, with Friday as a make-up day. If the trake-up day is a boliday, the employee shall be paid the paid at the double (2) time rate. The employees shall be paid time and one-half (11/2) for work performed before the regular starting time or after the repular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (11/2) is all 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 quinting 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 (14) 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 Sainrday shall be classified as overtime and paid the rate of time and paid at the rate of double (2); time. The regular starting time of 6:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (3) eight-hour days or four (4) ten-hour days to constitute a normal foirty (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 periode 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 the (5) day eight (3) hour work week is a 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 ten (10) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

ANNUAL WAGE ORDER NO. 13

AW13 010 OT.dog

Page 4 of 5 Pages

## BOONE COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

NO. 110: Means elght (8) hours between the hours of \$100 a.m. and \$430 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a Junch period of thirty (30) minutes. The Employee may provide a thirty for of one (1) hours, and in this everit, the workfows hall commence at \$100 a.m. and end at \$100 p.m. on Friday (or \$100 p.m. on Friday fr the Employer grants a lunch period of one (1) hour, or as adjusted by starting time change as stated above. All work performed before \$100 a.m. and after 4:30 p.m. (or \$500 p.m. on Friday fr the Employer grants a lunch period of one (1) hour, or as adjusted by starting time change as stated above. All work performed before \$100 a.m. and after 4:30 p.m. (or \$500 p.m. on Friday fr the Employer grants a lunch performed. All Work performed of the work performed. The Employer is greated the final that a definition of a pay for the work performed. If an Employer is prevented from working forty (30) hours, Monday through Friday, or any part the tot of pay for the work performed. If an Employer is prevented from working forty (30) hours, Monday through Friday, or any part the tenight time rate. The Employer shall have the opinion of working five elght (8) hour days or four ten (10) hour days Monday through Friday. If an Employer is to work five (3) elght (8) hour days during any work week hours of the final neight (8) per day or four ten (10) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer, elect to work four (4) (6) (10) hour days it any work ten (10) hour per working ten (10) hour per week shall be working ten (10) hour as a final period of the stalght time rate, but all hours worked over the forty (40) 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 non-half (1½) overtime rate.

ANNUAL WAGE ÖRDER NO. 13

Page 5 of 5 Pages

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## BOONE COUNTY HOLDAY SCHEDULE—BUILDING CONSTRUCTION

NG. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thankreiving Day and Consumas 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, Memodal Day, Independence Day, Labor Day, Thankegiving 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, Thanksglying 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 fallowing. If a holiday falls on a Santrapy, it shall be observed on the preceding Ridgy.

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

NO. 15: All work accomplished on the recognized holidays of New Years Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Yeleran's Day, Thanksgiving Day and Christmas Day, of days observed as their hanted holidays, shall be compensated for at double (2) the regular hourly rate of wages plus filings 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 lier 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 holidays 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, Carlstmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

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

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

NO: 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Pourth of July), Thanksgiving Day and Christmas Day shall be paid athe double time rate of pays. 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 Saturday, Priday will be

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.

ANNUAL WAGE ORDER NO. 13

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## BOONE COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 69: All work performed on New Year's Day; Description Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Cartstmas 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 holldays, but if the employer chooses to work these days, the employee will be paid at straight time rate of pay. If a hollday falls on a Sinday in a particular year, the hollday will be observed on the following Monday.

ANNUAL WAGE ORDER NO. 13

Page 2 of 2 Pages

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Heavy Construction Rates for

REPLACEMENT PAGE

Section 010

BOONE County				<u></u> .::	· · _ · · _ · · _ · · _ · · · _ · · · ·
OCCUPATIONAL TITLE	*Effective Date of	Hourly	Dvet-	Hollday	Total Fringe Benefits
OADOG LITTER	Increase	Retes	Scheanle	Schedule	<del></del>
CARPENTER	ļ			[	
Journeymen	5/06	\$26.18	7	16	\$9,49
Milwright	5/06	\$26.18	. 7	16	\$9.49
Pile Driver Worker	5/06	\$26.18	7	16	\$9.49
OPERATING ENGINEER	1	323.75	, , ,		
3. 3. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.			.; ;	H	 
Group I	5/08	\$23.70	21	5	\$15.31
Group II:	5/06	\$23,35	21	5	\$15:31
Group III:	5/08	\$23.15	21	5	\$15,31
Group IV	5/06	\$19.50	21	5	\$35,31
Oiler-Driver	5/06	\$19.50	. 21	5	\$15,31
		. ·			
	- · ·				
LABORER	[			;; •	
	. : :				
General Laborer	5/06	\$22.52	2	4	\$8.13
Skilled Laborer	. 5/06	\$23.12	2	4:	: \$8:13
reference					
TRUCK DRIVER - TEAMSTER					Margarita (1777)
Group I	5/08	\$24.27	22	19	\$8.00
Group II:	5/06	\$24,43	22	19	\$8.00
Group III	5/06	\$24.42	22	19	\$8.00
Group IV	6/08_	\$24.54	22	. 19.	\$8,00

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

### BOONE COUNTY OVERTIME SCHEDULE - HEAVY CONSTRUCTION

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

NO.7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten: (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular bourly 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 holldays. 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 pald at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be pald at the double (2) time rate of pay.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour shedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

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

ANNUAL WAGE ORDER NO. 13

Page I of I Pages

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### BOONE COUNTY HOLIDAY SCHEDULE - HEAVY CONSTRUCTION

NO. 41 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 (3) hours toward a forty (40) hour week; however, no relimbursement 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) bours 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 relimbursement 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.

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ANNUAL WAGE ORDER NO. 13

Page t of 1 Page

### OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adeir, Audrein, Boots, Callewey, Camden, Carter, Charlton, Clark, Colo, Cooper, Crawford, Dent, Franklin, Casconada, Howard, Howell, Iron, Jefferson, Knox, Lepis, Lincoln, Linn, Macon, Maries, Marion, Miller, Monitean, Monroa, Montgan, Oregon, Orego, Perry, Phelps, Pike, Pulaski, Pulman, Ralls, Randolph, Reynolds, Ripley, St. Churler, St. Prancois, 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:	Henefits.
	<u> </u>	
Journeyman Lineman	\$30:30	\$4.75 + 413%
Lineman Operator	\$27,04	\$4.75 + 41.3%
Groundinan :	\$21.22	\$4,75 + 41.3%

OVERTIME RATE: Hight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:20 p.m. Forty
(40) hours within five (5) days, Monday through Fiday inclusive, shall constitute the work week. Work performed in the
9th and 10th hours, Monday through Fiday, shall be paid at time and one-half (1/4) the regular straight time rate of pay.
Contractor has the option to pay two (2) hours per day at the time and one-half (1/4), the regular straight time rate of pay.
between the hours of 6:00 a.m. and 5:30 p.m., Monday through Fiday. 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 duple (2) time. the rate of double (2) time.

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

### UTILITY WORK

	<u> </u>			· · · _ · · · · · · · · · · · · · · · ·
Occupational Title:		Basic	T	Total
		Hourly		Fringe
		Rate	Ţ <u>-</u> -	Benefits
Journeyman Lineman		\$30.30		"\$4.75 ± 37.3% .:
Lineman Operator		*\$26.16	<u> </u>	\$4:75 +:37.3%.
Groundman		\$20.23		\$4.75 + 37.3%

OVERTIME RATE; Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty
(40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the
9th and 10th hour, Monday through Friday, shall be gald at time and one-half (1/4) the regular straight time rate of pay.
Contractor has the option to pay two (2) hours per day at the time and one-half (1/4) the regular straight time rate of pay
between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on
Sahrday shall be paired the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside
these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of
double (2) time.

HOLDAY 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 fulls on Sunday, it shall be celebrated on the following Monday.

ANNUAL WAGE ORDER NO. 13

#### DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE OPID GO MAINL-3 ACORD 11/19/07 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE Charles L. Crane Agency Co. HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR 100 South 4th Street ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Louis MO 63102 e: 314-241-8700 Fax: 314-444-4970 **INSURERS AFFORDING COVERAGE** NAIC# INSURED INSURER A Everest Indemnity Company INSURER B: 23841 New Hampshire Insurance Co. Mainline Fire Protection, LLC Lori Newton PO Box 104448 Jefferson City MO 65110 INSURER C INSURER D INSURER E COVERAGES

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

INSR LTR	NADD'U INSRU TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LiMit	S
_	GENERAL LIABILITY	F1 07 000 F 27 0 F 1	05/01/07	05 (01 (00	EACH OCCURRENCE	\$ 1,000,000
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE X OCCUP		05/21/07	05/21/08	PREMISES (Ea occurence)  MED EXP (Any one person)	\$ 50,000 \$ 5,000
Α	X Error's and	51GL002537~051	05/21/07	05/21/08	PERSONAL & ADV INJURY	\$ 1,000,000
	Omissions	010200200	00,22,0.	00,22,00	GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY X PRO- JECT LOC					· · · · · · · · · · · · · · · · · · ·
	AUTOMOBILE LIABILITY  ANY AUTO			-	COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
,					PROPERTY DAMAGE (Per accident)	\$
_	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	s 4,000,000
A	X OCCUR CLAIMS MADE	51cc00787-051	05/21/07	05/21/08	AGGREGATE	\$4,000,000
						\$
	DEDUCTIBLE					\$
	X RETENTION \$10,000				WC STATU- TOTH-	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X TORY LIMITS ER	 
в	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC3360438	11/25/06	11/25/07	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under				E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	<u></u> _
	SPECIAL PROVISIONS below		<del></del>		E.L. DISEASE - POLICY LIMIT	\$1,000,000
	2					

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

S.M. Wilson & Co. and Boone County Missouri through the Boone County

Commission are named as additional insureds on a primary and non

contributory basis under the general liability, automobile & excess liability

coverages. Waiver of subrogation applies where permitted by law.

Project: Job No. 070011 Boone County Courtroom Expansion, Columbia, MO

С	ER	TIF	ICA	TE	HOL	DER

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SMWIL-1

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

AUTHORIZED REPRESENTATIVE

1100 T ) MOUST

CANCELLATION

St. Louis MO 63139

Teresa Mitchell

2185 Hampton Ave.

S. M. Wilson & Company

### **IMPORTANT**

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

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

### **DISCLAIMER**

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

### CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company 

American Family Mutual Insurance Company if selection box is not checked. 6000 American Pky Madlson, Wisconsin 53783-0001

nsured'e Name and Address Mainline Fire Protection Po Box 104448

Agent's Name, Address and Phone Number (Agt./Dist.) Christi Robertson (573) 793-6200 PO Box 192

Jefferson City, MO 65110-4448
839 Highway 42
Iberia, MO 65486-0192 (370/185)
This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate dose not amend, extend or alter the coverage afforded by the policies listed below.

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	POLK	CY DATE	BIN IS SUBJECT TO AP THE TERMS, EVICUSIONS, END CON	agous of shell bodels	<del>5.</del>
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Certificate Holder

Stock No. 06668 Rev. 7/02

### CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company II

American Femily Mutual Insurance Company II selection box is not checked.

8000 American Pky Madison, Wisconsin 63783-0001

Insured's Name and Address
Mainline Fire Protection
Po Box 104448
Jefferson City, MO 65110-4448

Agent's Name, Address and Phone Number (Act./Dist.) Christl Robertson (573) 793-6200 PO Box 192 839 Highway 42 Iberia, MO 65486-0192 (870/165)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

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Hart balans II	CPROCH	CANGELLATION	IVI Should	*//****	ULKS NAME AND ADDRES	CERTIFICATE HOL
30 days	to mail	thereof, the company will endeavor	expiration date			<ul> <li>S. M. Wilson &amp; Co.</li> </ul>
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Insured

### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

MAINLINE FIRE PROTECTION, LLC
as Principal, hereinafter called Contractor, and <u>CONTRACTORS BONDING AND INSURANCE</u> COMPANY
a Corporation, organized under the laws of the State of WASHINGTON
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of ONE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors administrators, successors and assigns jointly and severally, firmly by these presents:
WHEREAS, Contractor has, by written agreement dated <u>October 25, 2007</u> entered into a Contract with Owner for:
BID NUMBER 82-30AUG07
Boone County Courthouse Expansion – BC-14 –Fire Protection

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

**BOONE COUNTY, MISSOURI** 

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

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

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

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

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

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

(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, MAINLINE FIRE PROTECTION, LLC
as Principal, hereinafter called Contractor, and CONTRACTORS BONDING AND INSURANCE COMPANY
a corporation organized under the laws of the State of <u>WASHINGTON</u> , and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of
ONE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED DOLLARS
(\$\frac{168,500.00}{\text{ heir}}, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:
WHEREAS, Contractor has by written agreement dated OCTOBER 25, 2007 entered into a contract with Owner for
BID NUMBER 82-30AUG07

# BID NUMBER 82-30AUG07 Boone County Courthouse Expansion -- BC-14 -- Fire Protection BOONE COUNTY, MISSOURI

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_CITY\_OF\_ST. LOUIS, MISSOURI\_\_\_\_\_ on this \_25TH\_\_\_\_\_ day of \_OCTOBER\_20\_07\_.

CONTRACTOR MAINLINE FIRE PROTECTION, LLC (SEAL)
BY:
SURETY COMPANY CONTRACTORS BONDING AND
BY: Leave Ith
(Attorney In-Fact) GREGORY L. STANLEY
BY:
(Missouri Representative)
Att Table and the Carl Carl Carl

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

## DUAL OBLIGEE RIDER

	BOND NUMBER: JA	7916
WHE	EREAS, on or about the 25THay of OCTOBER, 2007	
MAIN:	NLINE FIRE PROTECTION, LLGrincipal, entered into a written agreement with	
	NTY OF BOONE, MISSOURI , as Obligee, for	
BOON	NE COUNTY COURTHOUSE EXPANSION - BC-14-FIRE PROTECTION	and
joint a	CONTRACTORS BONDING AND INSURANCE WHEREAS, the Principal and COMPANY as Surety, made, executed and delivered to said and several Performance Bond, and	Obligee their
includ	WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the determination of	e Surety to
	S.M. Wilson & Co.	
As Co-	o-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.	
s here	NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, recreby acknowledged, the undersigned hereby agree as follows:	ceipt of which
	The aforesaid Bond shall be and it is hereby amended as follows:	
1.	The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee	igee.
2.	The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to be performed; provided, however, that the aggregate liability of the Surety under said Performance lobligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Borprovided, further, that the Surety may, at its option, make any payments under said Bond, and provided that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obs. M. Wilson & Co.	Bond to the and and further,
3.	Except as herein modified, said Performance Bond shall be and remain in full force and effect.	
IGNE	ED, SEALED AND DATED THIS 25TH day of OCTOBER, 2007.	
	MAINLINE FIRE PROTECTION,  PRINCIPAL	LLC

CONTRACTORS BONDING AND INSURANCE
STRETY

GREGORY L. STANLEY, ATTORNEY-IN-BACT



## LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Executed On or After: OCTOBER 31ST, 2008

Power of Attorney Number: 201027

### READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

and appo L. STANI authorit acknowle undertak such per that sha excess of have the contract in excess document	int the EY its y herel dge and ings of \$10,000 author is awars of \$10,000 aregues	e follow true and by confect deliver surety all be a igate th 000,000, city to arded, a to,000,0 ired by	ring: MIC ad lawful arred in ar on beh ship giv uthorize e Compan and pro issue a ny bond an oblig	HAEL T. Attorned its name alf of the ender and to exe y for an vided, for under (2) consee under	REEDY, Ty(s)-in- , place he Compa ny purpo cute and y portio urther, roposal taking w ents, re a contr	HERESA A Fact, wi and stea ny: (1) se, prov deliver n of the that no bond for ould be leases a act bond	hereby man and a tided, how any bond a penal su Attorney-any projugation other led by the first precent of Directors	R and G ower and cute, 11 bond; ever, the or und in-Fact ect whe with per similar Company	REGORY  d  s and  hat no  ertaking  of in  shall  re, if a  nal sum  y. This
Company.	***			- 2000 - 2000					

## CERTIFICATE

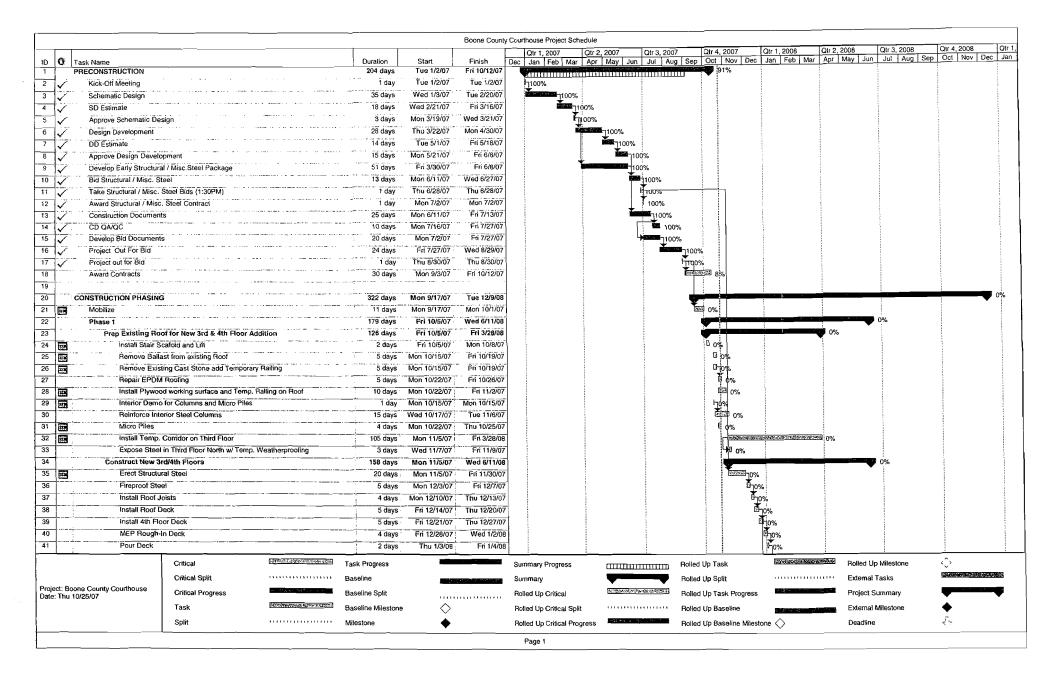
I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, futhermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

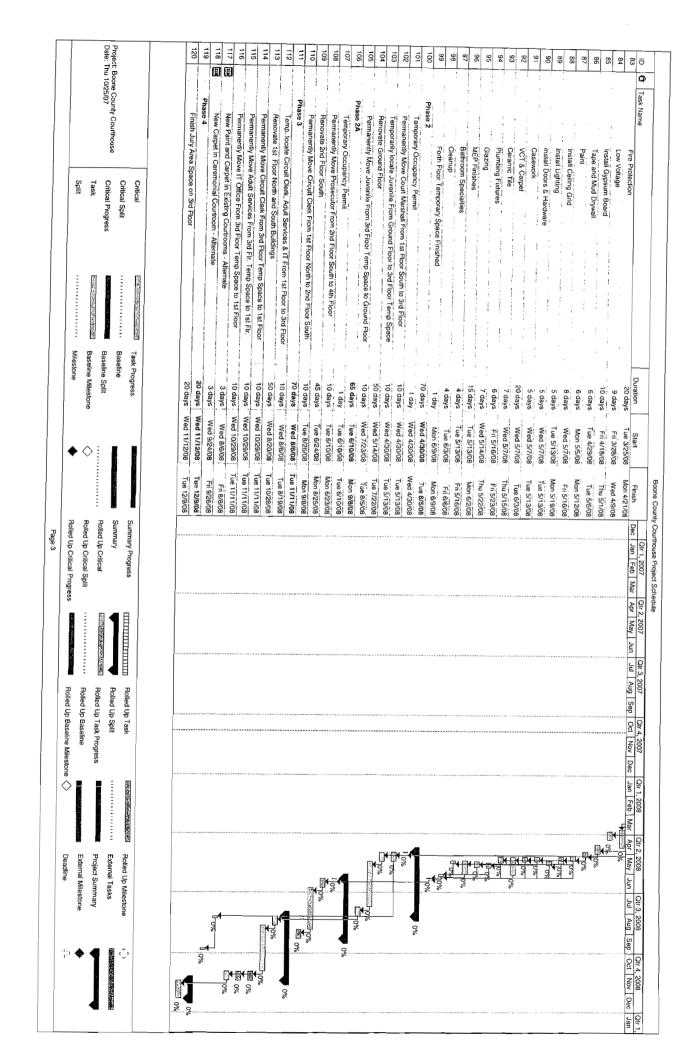
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Sig	ned a	nd sea	led thi	s 257	TH.	day	of_	OCTOBER	Į.	,2007
		- 337 - 3							1	

Not Valid Unless Seal Hissel

R. Kirk Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271 (206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)





## **CERTIFIED COPY OF ORDER**

 STATE OF MISSOURI	1	
County of Boone	}	ea.

December Session of the October Adjourned

Term. 20

07

In the County Commission of said county, on the

 $6^{th}$ 

day of

December

07

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to purchase a laptop for use by the drug unit.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson **Presiding Commissioner** 

District I Commissioner

District II Commissioner

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI	1	
County of Boone	}	ea.

December Session of the October Adjourned

Term. 20

07

In the County Commission of said county, on the

 $6^{\text{th}}$ 

day of

December

07

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

Now on this day the County Commission of the County of Boone does hereby accept the following recommendations from the Job Classification Committee:

### **Public Works:**

- Change the title of Manager, Project Development (Class Code 3003) to Infrastructure Manager;
- Change the title for the Infrastructure Engineer (Class Code 3061) to Stormwater Engineer;
- Establish a new classification entitled Chief Public Works Inspector on pay range 39 as a nonexempt position and to allow for posting of position.

### **Corrections:**

- Establish a new classification entitled Chief Jailer/Jail Administrator on pay range 53, exempt status:
- After the planned 1/1/08 promotions of the current Corrections Lieutenants to Corrections Captains, delete the following classifications form the Salary Plan: Lieutenant (Class Code 4003) and Corrections Lieutenant (Class Code 4023)

### County Clerk:

Merge the Senior Elections Specialist (Class Code 2023) on pay range 21 and the Elections Specialist (Class Code 2024) on pay range 17 into one classification titled Elections Specialist (Class Code 2024) on pay range 21.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson **Presiding Commissioner** 

Karen M. Miller

District I Commissioner

District II Commissioner

# **Boone County Human Resources**

BETTY DICKNEITE

Director



601 E. Walnut-Room 211 Columbia, MO 65201 (573) 886-4395

November 27, 2007

TO:

Ken Pearson, Presiding Commissioner Karen Miller, District 1 Commissioner Skip Elkin, District 2 Commissioner

FROM:

Betty Dickneite, Chairperson Job Classification Committee

RE:

**Recommendations from Job Classification Committee** 

The Job Classification Committee met November 27, 2007 to review classification and reclassification requests from Public Works, Corrections and the County Clerk. After considerable discussion, the Job Classification Committee makes the following recommendations:

### Public Works -

- 1) Change the title of Manager, Project Development (Class Code 3003) to Infrastructure Manager;
- 2) Change the title for the Infrastructure Engineer (Class Code 3061) to Stormwater Engineer;
- 3) Establish a new classification entitled Chief Public Works Inspector on pay range 39 as a non-exempt position\* and to allow for posting of position immediately upon Commission approval; \*(pending final review and determination of non-exempt vs exempt status for this classification);

### Corrections -

1) Establish a new classification entitled Chief Jailer/Jail Administrator on pay range 53, exempt status;

Note: With the planned promotions 1/1/08 of the current Corrections Lieutenants to Corrections Captains, delete the following classifications from the Salary Plan: Lieutenant (Class Code 4003) and Corrections Lieutenant (Class Code 4023).

### County Clerk -

1) Merge the Senior Elections Specialist (Class Code 2023) on pay range 21 and the Elections Specialist (Class Code 2024) on pay range 17 into one classification titled Elections Specialist (Class Code 2024) on pay range 21 upon Commission approval.

Should you have any questions, please let me know.

cc: Job Classification Committee Members (Bettie Johnson, David Mink, Dwayne Carey, June Pitchford, Ken Pearson and Betty Dickneite)

		1	2007					
Class Cod^	Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximum			
	Administrative Series							
	Accounting/Finance Group							
1001	Accountant	37	\$32,483	\$40,604	\$48,725			
1003	Senior Account Specialist	25	\$24,153	\$30,191	\$36,230			
1004	Account Specialist	21	\$21,881	\$27,352	\$32,822			
1005	Payroll Specialist	21	\$21,881	\$27,352	\$32,822			
	Administrative Services Group	1						
1011	Office Manager	32	\$28,710	\$35,888	\$43,065			
1012	Administrative Assistant	28	\$26,010	\$32,513	\$39,015			
1013	Senior Secretary	24	\$23,564	\$29,455	\$35,346			
1014	Secretary	20	\$21,348	\$26,685	\$32,022			
	Office Services Group							
1022	Office Specialist	20	\$21,348	\$26,685	\$32,022			
1023	Receptionist	15	\$18,868	\$23,585	\$28,302			
	effective 1/1/2007	18	\$20,319	\$25,399	\$30,479			
1024	File Clerk	13	\$17,959	\$22,449	\$26,939			
1025	Mail Clerk	13	\$17,959	\$22,449	\$26,939			
	Human Resources Group							
1031	Director, Human Resources	55	\$50,663	\$63,328	\$75,994			
1032	Benefits/Risk Analyst	33	\$29,428	\$36,785	\$44,142			
1034	Human Resources Assistant	28	\$26,010	\$32,513	\$39,015			
	Information Technology Group	1						
16	Director, Information Technology	65	\$64,852	\$81,065	\$97,279			
1042	Supervisor, Systems Analysis	55	\$50,663	\$63,328	\$75,994			
1043	Supervisor, Programming & Analysis	55	\$50,663	\$63,328	\$75,994			
1044	Senior Programmer Analyst	47	\$41,581	\$51,976	\$62,372			
1045	Programmer Analyst	43	\$37,670	\$47,088	\$56,506			
1046	Network Administrator	51	\$45,898	\$57,372	\$68,847			
1047	Web Developer - Senior Programmer/Analyst	47	\$41,581	\$51,976	\$62,372			
	effective 2/13/07	1	005.055	044.040	<b>\$50.700</b>			
1048	Computer Operations Analyst	41	\$35,855	\$44,819	\$53,783			
1049	Helpdesk Technician	35	\$30,918	\$38,647	\$46,377			
	GIS Group	]						
1051	GIS Manager	45	\$39,578	\$49,472	\$59,366			
	effective 1/1/2007	49	\$43,686	\$54,608	\$65,529			
1053	GIS Analyst	35	\$30,918	\$38,647	\$46,377			
	Planning Group							
1061	Director, Planning & Building	60	\$57,320	\$71,650	\$85,980			
1063	Senior Planner	44	\$38,612	\$48,265	\$57,918			
1064	Planner	40	\$34,981	\$43,726	\$52,471			
1065	Code Enforcement Officer	33	\$29,428	\$36,785	\$44,142			
	Building Inspection Group							
1071	Chief Building Inspector	39	\$34,128	\$42,659	\$51,191			
1073	Building Inspector	33	\$29,428	\$36,785	\$44,142			
	Purchasing Group							
1081	Director, Purchasing	55	\$50,663	\$63,328	\$75,994			
1080	Senior Buyer	36	\$31,691	\$39,614	\$47,536			
	_	33	\$29,428	\$36,785	\$44,142			
1	Buyer	33	φ <b>2</b> 9,420	φ30,703	Ψ+1,			
1	Property Appraisal Group		φ29, <del>4</del> 20	φου,700	Ψ+1,· ·=			

			2007					
Class Code	Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximur			
1092	CAMA Program Manager	50	\$44,778	\$55,973	\$67,167			
1093	Appraiser/Commercial	38	\$33,295	\$41,619	\$49,943			
1094	Appraiser/Residential	34	\$30,164	\$37,705	\$45,246			
1095	Appraiser/Apprentice	30	\$27,327	\$34,159	\$40,990			
1096	Cartographer	33	\$29,428	\$36,785	\$44,142			
1097	Lead Personal Property Clerk	25	\$24,153	\$30,191	\$36,230			
1098	Personal Property Clerk	21	\$21,881	\$27,352	\$32,822			
	Tax Collection Group							
2001	Chief Deputy Collector	36	\$31,691	\$39,614	\$47,536			
2002	Lead Deputy Collector (as of 5/4/06)	27	\$25,376	\$31,720	\$38,064			
2003	Deputy Collector	23	\$22,989	\$28,736	\$34,484			
	Recording Group							
2011	Chief Deputy Recorder	36	\$31,691	\$39,614	\$47,536			
2012	Lead Deputy Recorder	25	\$24,153	\$30,191	\$36,230			
2013	Deputy Recorder	21	\$21,881	\$27,352	\$32,822			
	Elections Group							
2020	Voting Systems Manager (as of 5/4/06)	47	\$41,581	\$51,976	\$62,372			
2021	Elections Manager	47	\$41,581	\$51,976	\$62,372			
2022	Principal Elections Specialist	25	\$24,153	\$30,191	\$36,230			
2023	Senior Elections Specialist	21	\$21,881	\$27,352	\$32,822			
2024	Elections Specialist	17	\$19,823	\$24,779	\$29,735			
2025	Polling Place Operations Manager (as of 5/4/06)	30	\$27,327	\$34,159	\$40,990			
	Public Administrators							
04	Public Administrator	20	<b>#21 601</b>	P20 614	\$47,536			
2( 2032	Chief Deputy Public Administrator Deputy Public Administrator	36 30	\$31,691 \$27,327	\$39,614 \$34,159	\$40,990			
	Public Works Series							
	Engineering Group							
3001	Director, Public Works	67	\$68,136	\$85,169	\$102,20			
3002	Manager, Engineering Design and Construction	55	\$50,663	\$63,328	\$75,994			
3003	Manager, Project Development	45	\$39,578	\$49,472	\$59,366			
3004	Public Works Office Administrator	40	\$34,981	\$43,726	\$52,471			
3005	Project Engineer	49	\$43,686	\$54,608	\$65,529			
3006	Engineering Technician	33	\$29,428	\$36,785	\$44,142			
3007	Construction Inspector	33	\$29,428	\$36,785	\$44,142			
3008	Right of Way Agent	31	\$28,010	\$35,013	\$42,015			
3009	Asset Management Technician	33	\$29,428	\$36,785	\$44,142			
	effective 1/1/2007 Survey Group							
3011	County Surveyor	45	\$39,578	\$49,472	\$59,366			
3011	Lead Surveyor	39	\$34,128	\$42,659	\$51,191			
3013	Surveyor	33	\$29,428	\$36,785	\$44,142			
	Roads Maintenance Operations Group							
3021	Manager, Road Maintenance Operations	51	\$45,898	\$57,372	\$68,847			
3022	Roads Maintenance Superintendent	41	\$35,855	\$44,819	\$53,783			
3023	Road Maintenance Worker IV	31	\$28,010	\$35,013	\$42,015			
3024	Road Maintenance Worker III	26	\$24,757	\$30,946	\$37,135			
3025	Road Maintenance Worker II	22	\$22,428	\$28,036	\$33,643			
3026	Road Maintenance Worker I	18	\$20,319	\$25,399	\$30,479			
3027	Sign Maintenance Specialist	26	\$24,757	\$30,946	\$37,135			
	Equipment Maintenance Series							
3031	Fleet Operations Superintendent	41	\$35,855	\$44,819	\$53,783			

			2007				
Class Code	Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximur		
3034	Field Services Technician	23	\$22,989	\$28,736	\$34,484		
	Facilities Maintenance Group						
3041	Facilities Maintenance Manager	44	\$38,612	\$48,265	\$57,918		
3043	Senior Facilities Maintenance Technician	30	\$27,327	\$34,159	\$40,990		
3044	Facilities Maintenance Technician	24	\$23,564	\$29,455	\$35,346		
	Custodial Series						
3051	Lead Custodian	20	\$21,348	\$26,685	\$32,022		
3052	Custodian	10	\$16,677	\$20,846	\$25,015		
	Storm Water Group						
3061	Infrastructure Engineer	49	\$43,686	\$54,608	\$65,529		
	Public Safety Series						
	Sheriff's Management Group		<b></b>	00.00			
4001	Major	54	\$49,427	\$61,784	\$74,140		
4002	Captain	52	\$47,045	\$58,807	\$70,568		
4003	Lieutenant	46	\$40,567	\$50,709	\$60,850		
4011	Sheriff's Operations Group	20	\$24.109	\$42 6E0	¢51 101		
4011	Investigator	39 41	\$34,128	\$42,659 \$44,819	\$51,191 \$53,783		
4012 4013	Sergeant Deputy Shoriff	33	\$35,855 \$29,428	\$36,785	\$44,142		
4013 4014	Deputy Sheriff Enforcement Corporal	36	\$31,691	\$39,614	\$47,536		
4014	effective 1/1/2007		ψ01,001	ψου,υττ	Ψ+1,000		
	Corrections Management Group		047.045	<b>050 007</b>	<b>#70 For</b>		
4C 4023	Corrections Captain Corrections Lieutenant	52 46	\$47,045 \$40,567	\$58,807 \$50,709	\$70,568 \$60,850		
	Corrections Operations Group						
4031	Corrections Sergeant	41	\$35,855	\$44,819	\$53,783		
4032	Corrections Corporal	30	\$27,327	\$34,159	\$40,990		
400 <u>2</u>	effective 1/1/2007		Ţ=1, <b>0=</b> 1	****	* ,		
4033	Corrections Officer	27	\$25,376	\$31,720	\$38,064		
4034	Corrections Support Officer	23	\$22,989	\$28,736	\$34,484		
	Hardth Comitana Consum						
4041	Health Services Group Nursing Supervisor	50	\$44,778	\$55,973	\$67,167		
4041 4042	Licensed Practical Nurse	24	\$23,564	\$29,455	\$35,346		
4043	Registered Nurse	46	\$40,567	\$50,709	\$60,850		
	Food Services Group						
4051	Cook Supervisor	32	\$28,710	\$35,888	\$43,065		
4053	Cook	16	\$19,340	\$24,175	\$29,010		
	Administrative Support Group						
4061	Warrant Supervisor	23	\$22,989	\$28,736	\$34,484		
4063	Warrant Specialist						
4065	Records Specialist		<b>#</b> 00 000	<b>600 700</b>	<b>#24.404</b>		
4066 4067	Evidence Technician Booking Officer (effective 5/4/06)	23 23	\$22,989 \$22,989	\$28,736 \$28,736	\$34,484 \$34,484		
	Proceeding Atternay Saving						
	Prosecuting Attorney Series						
	Attorney Group		<b>A</b>	0045::			
5001	First Assistant Prosecuting Attorney	56	\$51,929	\$64,911	\$77,894		
5003	Assistant Prosecuting Attorney !	51	\$45,898	\$57,372	\$68,847		

	Occupational Job Families and Job Classes	<u> </u>	2007			
Class Cod		Salary Range	Minimum	Midpoint	Maximum	
5004	Assistant Prosecuting Attorney II	47	\$41,581	\$51,976	\$62,372	
	Investigations Group					
5011	Chief, Investigator, Prosecuting Attorney	46	\$40,567	\$50,709	\$60,850	
5012	Investigator, Prosecuting Attorney	40	\$34,981	\$43,726	\$52,471	
5013	Witness Location Investigator	36	\$31,691	\$39,614	\$47,536	
5014	Witness Coordinator	25	\$24,153	\$30,191	\$36,230	
5015	Witness Location Specialist	21	\$21,881	\$27,352	\$32,822	
	Victim/Witness Support Group					
5021	Crime Victim Specialist	37	\$32,483	\$40,604	\$48,725	
5022	Victim Assistant	25	\$24,153	\$30,191	\$36,230	
	Child Support Group					
5031	Child Support Program Administrator	37	\$32,483	\$40,604	\$48,725	
5033	Child Support Enforcement Technician	24	\$23,564	\$29,455	\$35,346	
	Administrative Group					
5041	Prosecuting Attorney's Office Administrator	40	\$34,981	\$43,726	\$52,471	
5042	Criminal Investigations Specialist	33	\$29,428	\$36,785	\$44,142	
5043	Bad Check/Tax Program Administrator	33	\$29,428	\$36,785	\$44,142	
5044	Legal Secretary	25	\$24,153	\$30,191	\$36,230	
	Legal Counsel Series					
6001	Legal Counsel	67	\$68,136	\$85,169	\$102,203	

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	1	
County of Boone	<b>}</b>	ea.

December Session of the October Adjourned

Term. 20

07

In the County Commission of said county, on the

6<sup>th</sup>

day of

December

07

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

Now on this day the County Commission of the County of Boone does hereby appoint Dr. Elizabeth Sue Hussey to the Vicious Dog Board for a term beginning December 1, 2007 and expiring November 30, 2010.

Done this  $6^{th}$  day of December, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

PAGE 01 5/3-2007

Kan Pearson, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311

E-mail: commission@boonecountymo.org

# Boone County Commission 1/-30-2010

## BOONE COUNTY BOARD OR COMMISSION **APPLICATION FORM**

Board or Commission: VICLOUS DO	6 BOARD		Term:
Current Township:ROCHEPORT		_ Today's Date:	10/01/07
Name: DR. EUZABETH	SUE HUS	SEY	
Home Address: 655 NOR-TH ROUTE	O Town ROCKE	PAT Zip Code:	65279
Business Address: (70) I-70 DL S	N Town COLUM	<u> B.</u> Zip Code:	65203
Home Phone: 573 44S 18 63 Fax: <u>573 44S 0197</u>	Work Phone: E-mail: <u>f</u> A	573 445 1878x @ SO	YYOU ICKET NET
Qualifications: B.A. POLITICAL S  D. V. M. UNIU DE  PRACTICING VET	MD COLLEGE	AF VET ME	D 1989
Past Community Service: PRESIDENT OF COLUMBIA  CALL IN PET STOW, "THE PE  MEMBELSHIP CHAR COLUMBIA  References:  DR. STEVEN BRUSH JOR JOR  OR. JACK HOPTON 445-882	TPLACE", PF T DRESSAGE	+ complined	TRAINING ASSOC
have no objections to the information in the my knowledge at this time I can serve a full above information is true and accurate.	term if appointed.	•	ify that the

Return Application To:

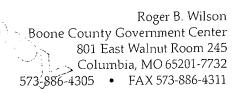
**Boone County Commission Office Boone County Government Center** 801 East Walnut, Room 245

Columbia, MO 65201 Fax: 573-886-4311

## BOONE COUNTY VICIOUS DOG BOARD TERM – 3 YEARS

Elizabeth S. Hussey	Ann Gafke
655 N. Route O	325 E. Dripping Springs Rd.
Rocheport, MO 65279	Columbia, MO 65202
Home: 445-1863	Home: 443-0716
Work: 445-4466	Work: same
E-mail: fairfax@socket.net	E-mail: ann@dogschooling.com
Term Expires: November 30, 2007	Term Expires: November 30, 2008
Charles D. Wilson	Dr. Nathan Voris
2735 W. Millcreek Ct.	Board of Health Representative
Columbia, MO 65203	-
Home: 445-4500	
Work: 445-8626	Person from Animal Control who is not
E-mail: cdwilson@socket.net	involved in a reported case
Term Expires: November 30, 2010	





# **Boone County Commission**

September 18, 2007

Ms. Elizabeth S. Hussey 655 N Route O Rocheport, MO 65279

Dear Ms. Hussey:

It has been brought to our attention that on **November 30**, 2007, your term on the Boone County Vicious Dog Board expires. If you are interested in continuing to be on this board, it will be necessary to complete a new application and submit it to our office. Please list any changes in address or phone numbers and add any other pertinent information you would like us to have.

After your application is processed, you may be randomly selected for a brief, cordial interview with one or more of the Commissioners.

For your convenience, I have enclosed an application should you wish to reapply. Please submit your application to the Boone County Commission Office at 801 East Walnut, Columbia, MO 65201, before October 30, 2007. It is also acceptable to fax your application to (573) 886-4311. You may also apply on line at Showmeboone.com.

Your service on the Vicious Dog Board has been greatly appreciated and we value the contribution you make to Boone County.

We look forward to hearing from you soon.

Sincerely yours;

Cathy D. Richards

Office Manager

Enclosure

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	1	
County of Boone	}	ea.

December Session of the October Adjourned

Term. 20

20

07

In the County Commission of said county, on the

 $6^{th}$ 

day of

December

07

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of Commission Chambers on January 9, 2008, February 13, 2008, and March 12, 2008 from 6:00 p.m. through 9:30 p.m. for Hearthfires.

Done this  $6^{th}$  day of December, 2007.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Ken Pearson, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin, District II Commissioner



Roger B. Wilson Boone County Government Center 801 East Walnut Room 245 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

# **Boone County Commission**

### APPLICATION FOR ORGANIZATIONAL USE OF **BOONE COUNTY FACILITIES**

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:
Description of Use: Public Educational Presentation/Forum
Date(s) of Use. 01/09/08, 02/13/08, 03/12/08 (Second Wed. each month)
Time of Use: From: 6 pm a.m./p.m. thru 9:30 pm a.m./p.m.
Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139 Centralia Clinic
The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
<ol> <li>To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.</li> <li>To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.</li> <li>To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.</li> <li>To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.</li> <li>To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.</li> </ol>
Organization Representative/Title: Diane Meeker, Secretary Treasurer
Address/Phone Number: 2401 W. Broadway Apt. 1/20 Columbia MO 65203 573-445-7144
Date of Application: $12/05/07$
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES  The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.
ATTEST: BOONE COUNTY, MISSOURI
County Clerk  County Clerk  County Commissioner

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	1	
County of Boone	1	ea.

December Session of the October Adjourned

Term. 20

07

In the County Commission of said county, on the

 $6^{th}$ 

day of

December

**20** 07

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

Now on this day the County Commission of the County of Boone does hereby declare that County offices will close on Monday, December 24, 2007, in conjunction with the executive order given by Governor Blunt closing state offices.

Done this 6<sup>th</sup> day of December, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkir

District II Commissioner