

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the 2nd day of March 20 17

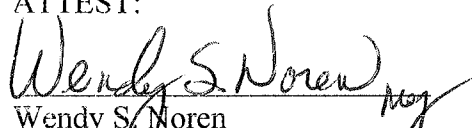
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby award bid 07-02FEB17 – Davenport Road Drainage Structure Improvement to Boone Construction Company of Columbia, MO.

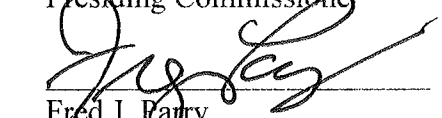
Terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.


Done this 2nd day of March, 2017

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

99-2017

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: February 24, 2017
RE: 07-02FEB17-Davenport Road Drainage Structure Improvement

07-02FEB17-Davenport Road Drainage Structure Improvement opened on February 2, 2017. Eleven (11) bids were received. Resource Management recommends award by low bid to Boone Construction Company of Columbia Missouri.

Cost of the contract is \$79,473.00. There will be a 10% contingency of \$7,947.30 added for a Purchase Order total of \$87,420.30 which will be paid from department 2041 – Infrastructure Preservation and Rehab – Resource Management Design and Construction, account 71202 – Contractor Costs. The engineer's estimate was \$99,135.00.

att: Bid Tab

cc: Jeff McCann, Resource Management
Bid File

99-2017

ENGINEER'S ESTIMATE		Pope Construction Company		C. P. Robinson Construction Company		T. W. A. Baker Construction		Mesa Excavating, LLC		Bernal Corporation		K. M. & S. P. Excavating, LLC		T. W. & M. H. Healthy Construction		B. S. & P. Services Construction		Drew Construction, LLC		Drew H&P Excavating, LLC		National Heavy Construction, LLC		AVERAGE BID			
Qty.	Unit Price	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
<p>CHAPTER 1 - DAMPORT ROAD DRAINAGE STRUCTURE IMPROVEMENTS</p> <p>BIG TABULATION</p> <p>Description: ...</p> <p>... (Detailed list of items and quantities) ...</p>																											
BIG Total		194,756.00		174,779.00		143,200.00		204,177.00		144,447.00		144,400.00		197,102.00		144,310.00		174,365.00		144,365.00		144,365.00		144,365.00		144,365.00	

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CONTRACT AGREEMENT

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

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

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

BID NUMBER 07-02FEB17-Davenport Road Drainage Structure Improvement

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<u>Description</u>	<u>Price</u>
07-02FEB17-Davenport Road Drainage Structure Improvement	\$79,473.00
TOTAL	\$79,473.00

The contract award for Boone County's **Davenport Road Drainage Structure Improvement** is to be in the amount of **\$79,473.00**.

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Individual Bidder Certification
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Performance Bond,
- Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications

General Specifications
Technical Specifications
Special Provisions / Project Notes
State Wage Rates-Annual Wage Order #23
Boone County Standard Terms and Conditions
Project Plans and/or Details
Notice to Proceed
Boone County Roadway Regulations Chapter II
MODOT Standard Specifications for Highway Construction Current Edition
US Army COE Nationwide Permit Conditions
Soil Boring Logs

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications.** When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or

national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

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

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: **\$79,473.00.**

Seventy-Nine Thousand, Four Hundred Seventy-Three Dollars and No Cents (\$79,473.00).

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 3-2-17
at Columbia, Missouri. (Date)

CONTRACTOR:
Boone Construction Company

By: [Signature]
Authorized Representative Signature

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

By: JERRY B JONES
Authorized Representative Printed Name

Title: President

Approved as to Legal Form:

ATTEST:

[Signature]
Boone County Counselor

[Signature]
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

[Signature]
Signature by cg

2/27/17

2041 / 71202 - \$79,473.00

Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

BID FORM
DAVENPORT ROAD DRAINAGE STRUCTURE IMPROVEMENTS

	Description	Qty.	Unit	Unit Price	Total
1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
2	CONSTRUCTION STAKING	1	LS	\$ 500.00	\$ 500.00
3	TRAFFIC CONTROL	1	LS	\$ 1,900.00	\$ 1,900.00
4	PORTABLE CHANGEABLE MESSAGE BOARD (PCMB)	4	EA/DAY	\$ 440.00	\$ 1,760.00
5	EROSION CONTROL	1	LS	\$ 500.00	\$ 500.00
6	RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$ 1,500.00	\$ 1,500.00
7	SITE CLEARING AND GRUBBING	1	LS	\$ 3,750.00	\$ 3,750.00
8	REMOVALS	1	LS	\$ 5,300.00	\$ 5,300.00
9	BANK GRADING AND SHAPING	1	LS	\$ 3,200.00	\$ 3,200.00
10	12" THICK AGGREGATE ROADWAY PATCH & EDGE WIDENING	90	SY	\$ 15.60	\$ 1,404.00
11	ROCK EXCAVATION	20	CY	\$ 108.00	\$ 2,160.00
12	UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	20	CY	\$ 15.35	\$ 307.00
13	14'Wx5'H PRECAST REINF. CONCRETE BOX CULVERT BARREL SECTIONS	42	LF	\$ 670.00	\$ 28,140.00
14	6' LONGx14'Wx5'H PRECAST REINF. CONC. BOX CULVERT BEVELED ENDS	2	EA	\$ 3,800.00	\$ 7,600.00
15	TYPE 2 ROCK BLANKET (2' THICK) WITH FILTER FABRIC	116	CY	\$ 52.00	\$ 6,032.00
16	5-STRAND BARBED WIRE FENCE	111	LF	\$ 20.00	\$ 2,220.00
17	WATER GAP	2	EA	\$ 3,500.00	\$ 7,000.00
18	TEMPORARY FENCE	300	LF	\$ 4.00	\$ 1,200.00
Bid Total <i>Seventy Nine Thousand Four Hundred & Seventy Three</i> ^{Dollars}					\$ 79,473.00



DAVENPORT ROAD DRAINAGE STRUCTURE IMPROVEMENTS

Project Number: N/A

Bid Number: 07-025EB17

CONSTRUCTION BID REQUEST

- Contract Documents
- General Specifications
- Technical Specifications, and
- Special Provisions

BOONE COUNTY COMMISSION

Daniel K. Ward, President/Commissioner
 Fred L. Parry, District I Commissioner
 Janet Thompson, District II Commissioner

ENGINEER OF RECORD



BOONE COUNTY RESOURCE MANAGER

Don Hawley, Director
 Debra Campbell, P.E., Chief Engineer

PROJECT MANAGER

Jeff McCarty
 Boone County Planning Manager
 201 E. Walnut Street, 311
 Columbia, Missouri 65201
 Phone: (573) 885-4430
 Fax: (573) 885-4340
 Email: jmcarty@boonecountymissouri.gov

BOONE COUNTY PURCHASER

Paula Miller, Buyer
 211 E. Walnut Street, Room 311
 Columbia, MO 65201
 Phone: (573) 885-4340
 Fax: (573) 885-4340
 Email: pmiller@boonecountymissouri.gov

TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER

INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form	2.1-2.2
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form.....	4.3
Work Authorization Certification	4.4-4.5
Individual Bidder Certification	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder	7.1
Bidder's Acknowledgement	8.1
Insurance Requirements	9.1- 9.2
Contract Conditions.....	10.1-10.8
Sample Contract Agreement	11.1-11.4
*Sample Performance Bond	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements.....	14.1
Affidavit-Prevailing Wage	15.1
Contractor's Affidavit Regarding Settlement of Claims	16.1
General Specifications	GS.1-GS.7
Technical Specifications	TS.1-TS.40
Special Provisions	SP.1-SP.2
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions	APPENDIX B
Project Plans and/or Details	APPENDIX C
US Army COE Nationwide Permit Conditions.....	APPENDIX D
Soil Boring Report.....	APPENDIX E

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

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NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

DAVENPORT ROAD
DRAINAGE STRUCTURE IMPROVEMENTS

Project Number:

N/A

Bid Number:

07-02FEB17

Scope of Project Construction:

This project includes removal of an existing steel stringer and wooden deck bridge and replacement with a 14' wide x 5' high precast reinforced concrete box culvert. The project also includes aggregate roadway patching, rock blanket, barbed wire fence, water gaps and restoration.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **January 19, 2017 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on Thursday, January 26, 2017. Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **12:45 p.m. on February 2, 2017** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on February 2, 2017** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

15 Working Days. THE LATEST START DATE ALLOWED SHALL BE OCTOBER 16, 2017.

Liquidated Damages:

\$500 per Calendar Day beyond the 15 Working Days Contract Time and \$500 per Calendar Day beyond the maximum full road closure period of 10 Working Days.

Anticipated Notice To Proceed Date:

On or about April 3, 2017. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required.

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$35.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

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

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

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

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

**Boone County Roadway
Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard
Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Boone Construction Co
5611 Brown Station Road
Columbia, MO 65202

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
8401 Greenway Blvd., Suite 1100
Middleton, WI 53562

OWNER:

(Name, legal status and address)

Boone County Commission
613 E. Ash St. Columbia, MO

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

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

BOND AMOUNT: Five percent (5%) of amount bid

PROJECT:

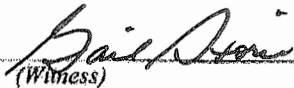
Proj. No. 07-02FEB17 Davenport Road Drainage Structure Improvements

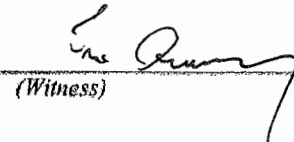
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

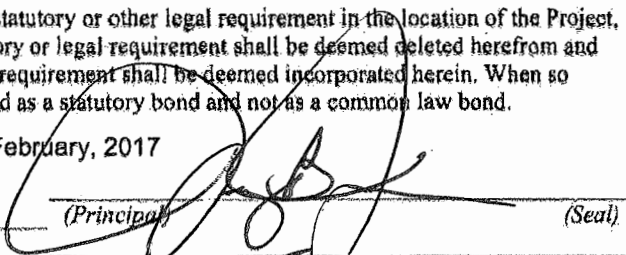
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

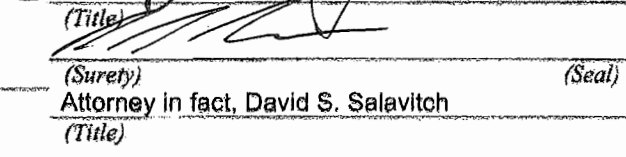
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 2nd day of February, 2017


(Witness)


(Witness)


(Principal) *(Seal)*


(Surety) *(Seal)*
Attorney in fact, David S. Salavitch
(Title)



Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David S. Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Million Dollars (\$5,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

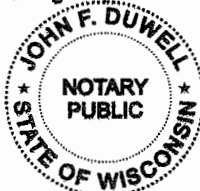
James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 2-2 day of Feb 2007



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: BOONE CONSTRUCTION CO.

ADDRESS: 5611 BROWN STATION ROAD

CITY, STATE, ZIP: COLUMBIA, MO 65202

PHONE NUMBER: 573-474-1011

EMAIL ADDRESS: jerry@booneconst.com

AUTHORIZED REPRESENTATIVE: JERRY B. JONES

TITLE: PRESIDENT

SIGNATURE: 

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices?

List all Sub-Contractors planned to be utilized on this project.

Custom Fence

Keith Contracting

INSTRUCTIONS TO BIDDERS

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

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

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

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

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

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

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

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

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

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

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

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

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

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

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: DAVENPORT ROAD DRAINAGE STRUCTURE IMPROVEMENTS

Project No.: 07-02 FEB 17

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

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

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

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

SECTION IV

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

SECTION V

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

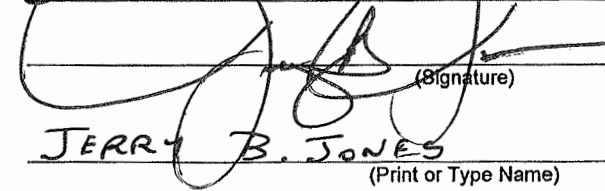
The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

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

Firm Name:

BOONE CONSTRUCTION Co.

By:


(Signature)
JERRY B. JONES
(Print or Type Name)

Title:

PRESIDENT

Address:

5611 BROWN STATION ROAD

City, State, Zip:

COLUMBIA, MO 65202

Phone:

573-474-1011

Fax:

573-474-1222

Email Address:

jerry@booneconst.com

Date:

2/2/17

(Please complete and return with Contract)

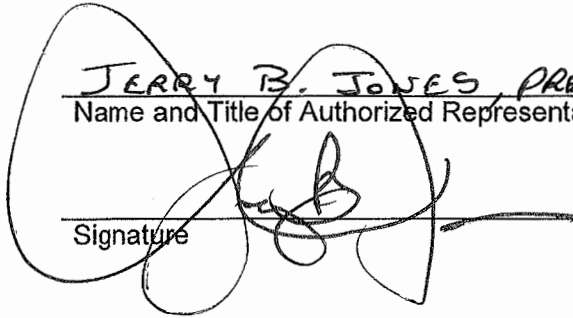
**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JERRY B. JONES, PRESIDENT
Name and Title of Authorized Representative


Signature

2/2/17
Date

COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

An Affirmative Action/Equal Opportunity Institution

**COUNTY OF BOONE-MISSOURI
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

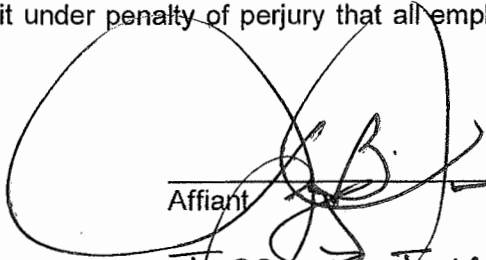
County of BOONE)
 State of MISSOURI) ss
)

My name is JERRY B. JONES.

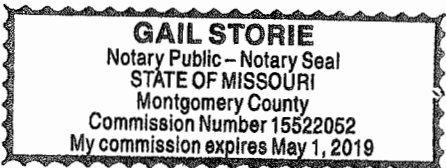
I am an authorized agent of BOONE CONSTRUCTION CO. (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.


 _____ Affiant _____ Date
JERRY B. JONES
 Printed Name

Subscribed and sworn to before me this 2 day of FEBRUARY, 2017.





 Notary Public

Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

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STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: BOONE CONSTRUCTION CO.
2. Business Address: 5611 BROWN STATION ROAD
COLUMBIA, MO 65202
3. When Organized: 4/15/86
4. When Incorporated: 4/15/86
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:
30
7. If you have done business under a different name, please give name and location:
N/A
8. Percent of work done by own staff: 80%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: _____
SEE ATTACHED
12. List of projects currently in progress: _____
SEE ATTACHED

* Attach additional sheets as necessary *

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

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

says that he is PRESIDENT
(Title of Person Signing)

of BOONE CONSTRUCTION Co.
(Name of Bidder)

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

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

By [Signature]
By _____
By _____

Sworn to before me this 2 day of FEBRUARY, 20 17

[Signature]
Notary Public

My Commission Expires 5/1/19



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SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () LLC
() corporation, incorporated under laws of the state of MISSOURI
() other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

BOONE CONSTRUCTION Co.

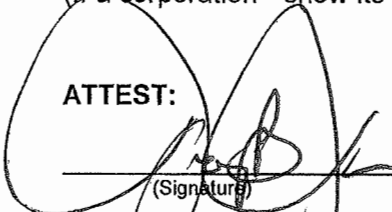
(If a corporation - show its name above)

Address of principal place of
business in Missouri

5611 BROWN STATION ROAD
COLUMBIA, MO 65202

Address of principal place of
business in Missouri

ATTEST:



(Signature)
JERRY B. JONES, PRESIDENT
(Print Name and Title)

Dated FEBRUARY 2, 2017.

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of BOONE

On this 2 day of FEBRUARY, 20 17

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

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

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

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

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

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

(SEAL) Gail Storie Notary Public

My Commission expires May 1, 20 19.



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BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
16-010PB	SALINE COUNTY	J3S3003	\$ 51,000.00		WIDEL, INC. 660-846-3791	MODOT JEFFERSON CITY, MO	PREBORE	in progress
16-011PB	CALDWELL RT. 13	J1P0434	\$ 29,415.00		PHILLIPS HARDY, INC. 573-447-8070	MODOT JEFFERSON CITY, MO ENGR: JAMES GILLESPIE CHILLICOTHE PROJECT OFFICE CHILLICOTHE, MO 64601 660-646-3218	PREBORE	complete
16-012PV	UNIV. OF MO-SUMMER PAVING	CP16111/CP162151	\$ 144,674.55		CHRISTENSEN CONST. CO. 573-814-3308	UNIVERSITY OF MISSOURI COLUMBIA, MO	PARKING LOTS	complete
16-013BC	WARREN COUNTY	BRO-B109(15)	\$ 673,410.25		BOONE CONSTRUCTION CO.	WARREN COUNTY COMMISSION WARRENTON, MO 63383 ENGR: DUSTIN BERRY SHAFER, KLINE & WARREN 3200 PENN TERRACE, SUITE 100 COLUMBIA, MO 65202 573-234-2632	I-GIRDER BRIDGE	complete
16-014PV	UNIV. OF MO-CURB SIDEWALK, RAMPS	CP152062	\$ 48,000.00		STERLING EXCAVATION 573-636-8015	UNIV. OF MISSOURI COLUMBIA, MO	CURB/SIDEWALK, RAMPS	complete
16-015BC	BOONE COUNTY	37-30JUN16	\$ 498,828.90		BOONE CONSTRUCTION	BOONE COUNTY PURCHASING ENGR: DERIN CAMPBELL, P.E. 801 E. WALNUT, ROOM 315 COLUMBIA, MO 65201 573-886-4480	PLATE GIRDER BRIDGE	complete
16-016PB	WARREN COUNTY	BRO-B109(14)	\$ 30,350.00		C & C BRIDGE & CONCRETE, INC. 660-834-3109	WARREN COUNTY COMMISSION WARRENTON, MO 63383 ENGR: DUSTIN BERRY SHAFER, KLINE & WARREN 3200 PENN TERRACE, SUITE 100 COLUMBIA, MO 65202 573-234-2632	PREBORE	complete
16-017PV	FINGER LAKES PARK	X1421001	\$33,634.28		CAPITAL PAVING 573-635-6229	STATE OF MISSOURI JEFFERSON CITY, MO	DIGOUT REPAIR	complete
16-018PB	OSAGE COUNTY	BRO-B076(14)	\$9,120.00		DON SCHNIEDERS EXCAV. JEFFERSON CITY, MO 65109 573-893-2251	OSAGE COUNTY LINN, MO ENGR: SHAFER, KLINE & WARREN	PREBORE	complete

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
16-019BC	DAVISS COUNTY	BRO-B031(35)	\$475,414.20		BOONE CONSTRUCTION CO.	COLUMBIA, MO 573-442-4537 HOWE COMPANY, LLC SHANNON HOWE 1119 SOUTH MISSOURI ST., SUITE A MACON, MO 63552 660-395-4693	BOX GIRDER BRIDGE	complete
16-020PV	BOONE RT. BL 70	J5M0275	\$188,911.70		BOONE CONSTRUCTION CO.	MODOT RE: AARON B. PECK 4201 PARIS RD. COLUMBIA, MO 65202 573-884-4770	CULVERTS	complete
16-021BC	VERNON COUNTY	BRO-NBIL-B108(42)	\$506,890.25		BOONE CONSTRUCTION CO.	VERNON COUNTY COMMISSION NEVADA, MO COOK, FLATT & STROBEL ANGELO MANNINO 1421 E. 104TH ST., SUITE 100 KANSAS CITY, MO 64131	I-GIRDER BRIDGE	in progress
16-022PV	LEWIS COUNTY	2900091	\$ 20,000.00		BRS CONSTRUCTION 57824 COON CREEK AVE EDINA, MO 63537	LEWIS COUNTY COMMISSION 100 E. LAFAYETTE MONTICELLO, MO 63457	DRIVE PILING	complete
16-023Bc	PLATTE COUNTY	BRO-B083(26)	\$ 448,958.55		BOONE CONSTRUCTION CO.	PLATTE COUNTY PUBLIC WORKS ENGR: BOB HEIM 15955 HWY 273 PLATTE CITY, MO 64079	NU-GIRDER BRIDGE	in progress
16-024BC	BATES COUNTY	J7P2228L	\$ 536,733.90		BOONE CONSTRUCTION CO.	MODOT RE: SHANNON KELLNER CLINTON PROJECT OFFICE 660-885-5665	I-GIRDER BRIDGE	not started

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status	
2013 PROJECTS									
13-001PR	BUCHANAN COUNTY	J1P2195	\$ 328,858.85		HERZOG CONTRACTING CORP. 600 S. RIVERSIDE RD. ST. JOSEPH, MO 64507 LINDA BARTON 816-233-9001	MODOT R.E. - JAMES GILLESPIE 660-646-3218	PAVEMENT REPAIR	complete	6/26/2013
13-002PR	CASS COUNTY RT. 7	J4P2359	\$ 133,047.20		APAC-MISSOURI P.O. BOX 1117 COLUMBIA, MO 65205 PHILLIP RAINES 573-289-9969	MODOT R.E. - BRETT FOSTER 660-885-5665	PAVEMENT REPAIR	complete	5/30/2013
13-003BC	ANDREW COUNTY	BRO-B002(39)	\$ 354,401.50		BOONE CONSTRUCTION CO.	ANDREW COUNTY SAVANNAH, MO 816-324-3624 ENGR: BOB BURNETT SNYDER & ASSOCIATES 802 FRANCIS STREET ST. JOSEPH, MO 64501 bburnett@snyder-associates.com 816-364-5222	TT-GIRDER BRIDGE	complete	12/9/2013
13-004BC	PUTNAM COUNTY	BRO-B086(24)	\$ 696,221.90		BOONE CONSTRUCTION CO.	PUTNAM COUNTY UNIONVILLE, MO 660-947-2674 ENGR: RON URTON BENTON & ASSOCIATES 141 SW 86TH AVE. JAMESPORT, MO 64648 660-707-5592	STEEL GIRDER BRIDGE	complete	11/14/2013
13-005BC	MORGAN COUNTY	BRO-B071(8)	\$ 404,904.99		BOONE CONSTRUCTION CO.	MORGAN COUNTY VERSAILES, MO 573-378-5436 ENGR: DUSTIN BERRY SHAFER, KLINE & WARREN 3200 PENN TERRACE, SUITE 100 COLUMBIA, MO 65202 berry@skw-inc.com 573-442-4537	BRIDGE & BOX	complete	9/3/2013

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status	
13-006PV	BOONE COUNTY	J5P3079	\$ 679,474.85		BOONE CONSTRUCTION CO.	MODOT R.E. - TERRY IMHOFF 573-526-4567	ROCK SLIDE	complete	5/17/2013
13-007BC	BUCHANAN COUNTY	BRO-B011(28)	\$ 488,389.06		BOONE CONSTRUCTION CO.	BUCHANAN COUNTY ST. JOSEPH, MO 816-271-1412 ENGR: BOB BURNETT SNYDER & ASSOCIATES 802 FRANCIS ST. ST. JOSEPH, MO 64501 816-364-5222	TT-GIRDER BRIDGE	complete	8/29/2013
13-008BC	CLARK COUNTY	BRO-B023(24)	\$ 549,090.54		BOONE CONSTRUCTION CO.	CLARK COUNTY COMMISSION KAHOKA, MO 660-727-3283 ENGR: JAMES KEMPKER S & V CONSULTANTS P. O. BOX 154 JEFFERSON CITY, MO 65109 svcon@aol.com 573-634-3551	I-GIRDER BRIDGE	complete	10/31/2013
13-009PV	RANDOLPH COUNTY	J2P2224	\$ 370,288.24		BOONE CONSTRUCTION CO.	MODOT R.E. - JEFF GANDER 660-385-3036	ADA IMPROVEMENTS	complete	9/13/2013
13-010BC	MERCER COUTNY	IBRD-9900(253)	\$ 232,210.00		BOONE CONSTRUCTION CO.	MERCER COUNTY COMMISSION PRINCETON, MO 660-748-3425 ENGR: RON URTON BENTON & ASSOCIATES 141 SW 86TH AVE. JAMESPORT, MO 64648 rurton@bentonassociates.com 660-707-5592	PRE-FAB BOX GIRDER	complete	11/12/2013
13-011BC	KATY TRAIL BRIDGE RÉPAIR	130/2013	\$ 79,800.00		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA COLUMBIA, MO WILL A. HOBART 701 E. BROADWAY, 5TH FLOOR COLUMBIA, MO 65201 573-874-7687	BRIDGE REPAIR	complete	8/14/2013

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status	
13-012BC	BATES COUNTY	BRO-B007(17)	\$ 997,916.00		BOONE CONSTRUCTION CO.	BATES COUNTY COMMISSION BUTLER, MO 660-679-3371 ENGR: MICHAEL STEIN SHAFER, KLINE & WARREN 11250 CORPORATE AVE. LENEXA, KS 66219 stein@skw-inc.com 913-307-2543	I-GIRDER BRIDGE	complete	1/31/2014
13-013BC	KATY TRAIL BRIDGES	X1108-01	\$ 724,986.73		BOONE CONSTRUCTION CO.	STATE OF MISSOURI JEFFERSON CITY, MO MICHAEL QUATAMI, P.E. 573-751-3182	3 TRAIL BRIDGES	complete	3/11/2014
13-014PR	I-29 PAVEMENT REPAIR	N/A	\$ 55,152.75		BOONE CONSTRUCTION CO.	ROBERTS PIPELINE P. O. BOX 169 SULPHUR SPRINGS, IN 47388 MIKE SCHAEKEL, PRESIDENT robertspipeline@comcast.net	PAVEMENT REPAIR	complete	11/13/2013
13-015PV	JASPER COUNTY	J7P2198	\$ 72,417.00		APAC-MISSOURI P. O. BOX 407 CLINTON, MO 63735 SCOTT LAWSON 660-885-8135	MODOT R.E. - JIM CONLEY 417-455-5160	BOX EXTENSIONS	complete	4/18/2014
13-016PV	CALDWELL COUNTY B0032	J5B0800	\$ 22,805.81		KTU CONSTRUCTORS 9401 RENNER BLVD. LENEXA, KS 66219 DAVID VANECEK 913-689-4853	MODOT	DROP INLETS	complete	12/5/2013
13-017PV	TEXAS AVE. SIDEWALK	2/2014	\$ 85,099.88		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA COLUMBIA, MO DAVID BUGG 573-874-7250	SIDEWALK	complete	5/2/2014
13-018PV	BOONE/CALLAWAY	J561400C	\$ 124,310.50		CHESTER L. BROSS CONST. CO. P. O. BOX 430 HANNIBAL, MO 63401 573-221-5958	MODOT R.E. - CHARLES SULLIVAN 573-884-4770	HEADWALL MOD.	complete	4/18/2014

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status	
13-019BC	SULLIVAN COUNTY	BRO-B105(22)	\$ 547,558.00		BOONE CONSTRUCTION CO.	SULLIVAN COUNTY COMMISSION MILAN, MO 660-265-3786 ENGR: MATT WALKER GREAT RIVER ENGINEERING P. O. BOX 29 BOWLING GREEN, MO 63334 mwalker@grriver.com 573-324-6868	STEEL BRIDGE	complete	6/26/2014
13-020BC	MONROE COUNTY	BRO-B069(40)	\$ 346,741.00		BOONE CONSTRUCTION CO.	MONROE COUNTY COMMISSION PARIS, MO 660-327-5106 ENGR: MATT WALKER GREAT RIVER ENGINEERING P. O. BOX 29 BOWLING GREEN, MO 63334 mwalker@grriver.com 573-324-6868	2 BRIDGES	complete	7/2/2014
13-021BC	MONROE COUNTY	BRO-B069(42)	\$ 153,033.40		BOONE CONSTRUCTION CO.	MONROE COUNTY COMMISSION PARIS, MO 660-327-5106 ENGR: SHANNOW HOWE HOWE COMPANY, LLC 1119 S. MISSOURI ST., STE A MACON, MO 63552 shannon@howecompany.com 660-651-1582	BOX CULVERT	complete	7/16/2014
13-022BC	VERNON COUNTY	BRO-B108(40)	\$ 218,408.70		BOONE CONSTRUCTION CO.	VERNON COUNTY COMMISSION NEVADA, MO 417-448-2500 ENGR: JAMES SUTTON GREAT RIVER ENGINEERING 2826 S. INGRAM MILL ROAD SPRINGFIELD, MO 65804 jsutton@greatriv.com 417-886-7171	I-GIRDER BRIDGE	complete	6/25/2014
13-023PV	MONTGOMERY	J2I3064	\$ 118,602.50		MAGRUDER PAVING LLC 255 WATSON ROAD TROY, MO 63379 AME GIBLER	MODOT R.E. - RICHARD DOMZALSKI richard.domzalski@modo.mo.gov	SIDEWALKS/DROP INLET	complete	5/22/2014

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor 636-528-4180	Engineer/Owner	Scope of Work	Status	
13-024PV	ST. GENEVIEVE RT. 55	J012180	\$ 161,079.00		MAGRUDER PAVING LLC 255 WATSON ROAD TROY, MO 63379 HENRY BURKEMPER 636-528-4180	MODOT R.E. - TAMMY HEFNER 573-431-4933	CURB BLOCKOUTS	complete	7/18/2014
2014 PROJECTS									
14-001BC	HOWARD COUNTY	BRO-B045(28)	\$ 231,669.75		BOONE CONSTRUCTION CO.	HOWARD COUNTY COMMISSION FAYETTE, MO 660-248-2284 ENGR: RICHARD RHODES RHODES ENGINEERING CO., INC. P. O. BOX 365 BROOKFIELD, MO 64628 660-258-7745	I-GIRDER BRIDGE	complete	5/9/2014
14-002BC	MERCER COUNTY	BRO-B065(32)	\$ 268,043.30		BOONE CONSTRUCTION CO.	MERCER COUNTY COMMISSION PRINCETON, MO 64673 660-748-6425 ENGR: RICHARD RHODES P. O. BOX 365 BROOKFIELD, MO 64628 rhodeseng@classicnet.net 660-258-7745	I-GIRDER BRIDGE	complete	7/14/2014
14-003BC	HENRY COUNTY	BRO-B042(27)	\$ 249,548.40		BOONE CONSTRUCTION CO.	HENRY COUNTY COMMISSION CLINTON, MO 64735 660-885-6963 ENGR: JAMES SUTTON GREAT RIVER ENGINEERING 2826 S. INGRAM MILL RD. SPRINGFIELD, MO 65804 jsutton@greatriv.com 417-886-7171	BOX BEAM BRIDGE	complete	8/13/2014
14-004BC	CALDWELL COUNTY	BRO-B013(32)	\$ 849,979.00		BOONE CONSTRUCTION CO.	CALDWELL COUNTY COMMISSION KINGSTON, MO 64650 816-586-2571 ENGR: MARK HUCK HARRINGTON & CORTELYOU 9400 WARD PARKWAY KANSAS CITY, MO 64114	I-GIRDER BRIDGE	complete	10/14/2014

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner lchaffin@greatriv.com	Scope of Work	Status	
14-016PV	COLUMBIA-ASHLAND RD.	83-2014	\$ 168,755.55		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA P. O. BOX 6015 COLUMBIA, MO 65205-6015 DAVID BUGG 573-874-7250 dyb@gocolumbimo.com	SIDEWALK	complete	11/13/2014
14-017BC	RANDOLPH COUNTY	BRO-B088(22)	\$ 976,949.95		BOONE CONSTRUCTION CO.	RANDOLPH COUNTY HUNTSVILLE, MO 65259 660-277-4717 ENGR: AARON MCVICKER SHAFFER, KLINE & WARREN 107 BUTLER MACON, MO 63552 660-385-6441 amcvicker@skw-inc.com	BRIDGE	complete	2/13/2015
14-018BC	SALINE	BRO-B097(46)	\$ 839,920.69		BOONE CONSTRUCTION CO.	SALINE COUNTY COMMISSION MARSHALL, MO 65340-2124 660-886-7777 ENGR: RICHARD RHODES RHODES ENGINEERING CO., INC. P. O. BOX 365 BROOKFIELD, MO 64628 660-258-7745 rhodeseng@clasicnet.net	BRIDGE	complete	4/17/2015
14-019BC	RANDOLPH		\$ 20,000.00		BOONE CONSTRUCTION CO.	KANSAS CITY SOUTHERN RAIL P. O. BOX 219563 KANSAS CITY, MO 64121-9563 816-983-1962	BRIDGE REMOVAL	complete	9/5/2014
14-020BC	DAVIESS	BRO-B031(33)	\$ 653,641.68		BOONE CONSTRUCTION CO.	DAVIESS COUNTY COMMISSION GALLATIN, MO 64640 660-663-2641 ENGR: BOB BURNETT SNYDER & ASSOCIATES 802 FRANCIS STREET ST. JOSEPH, MO 64501 816-364-5222 bburnett@snyder-associates.com	BRIDGE	complete	1/22/2015

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
14-021BC	COLUMBIA-GRINDSTONE	118/2014	\$ 926,753.50		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA 701 E. BROADWAY, 5TH FLOOR COLUMBIA, MO 65201 MIKE SNYDER 573-874-7250	TRAIL BRIDGES	complete
2015 PROJECTS								
15-001PV	BATES COUNTY	J7P0797X	\$ 264,868.20		APAC - MISSOURI P. O. BOX 1117 COLUMBIA, MO 65205 SHELLY SANDERS 573-449-0886	MODOT R.E. - BRETT FOSTER 660-885-5665	BOX CULVERTS	complete
15-002PB	WASHINGTON COUNTY	BRO-B110(9)	\$ 18,930.00		JOE'S BRIDGE & GRADING 31 PINE CONE ROAD POPLAR BLUFF, MO 63901 573-785-7669	WASHINGTON COUNTY POTOSI, MO 63664 573-438-4901 ENGR: JAMES SUTTON GREAT RIVER ENGINEERING 2826 S. INGRAM MILL SPRINGFIELD, MO 65804 417-886-7171 jsutton@greatriv.com	PRE-BORE PILE	complete 2/9/2015
15-003PB	MILLER COUNTY	BRO-B066(17)	\$ 21,217.50		DON SCHNIEDERS EXCAVATING 1307 FAIRGROUNDS RD. JEFFERSON CITY, MO 65109 DONALD RHEA 573-893-2251 drhea@sdecompany.com	MILLER COUNTY TUSCUMBIA, MO 65082 573-369-1910 SHAFER, KLINE & WARREN 3200 PENN TERRACE, STE 100 COLUMBIA, MO 65202 573-442-4537	PRE-BORE PILE	complete 4/1/2015
15-004PB	MILLER COUNTY	BRO-B066(18)	\$ 17,050.00		DON SCHNIEDERS EXCAVATING 1307 FAIRGROUNDS RD. JEFFERSON CITY, MO 65109 DONALD RHEA 573-893-2251 drhea@sdecompany.com	MILLER COUNTY TUSCUMBIA, MO 65082 573-369-1910 SHAFER, KLINE & WARREN 3200 PENN TERRACE, STE 100 COLUMBIA, MO 65202 573-442-4537	PRE-BORE PILE	complete 3/26/2015
15-005PR	BOONE COUNTY 2015 CONCRETE REPAIR	02-21JAN15	APPROX. \$ 200,000.00		BOONE CONSTRUCTION CO.	BOONE COUNTY PURCHASING 801 E. WALNUT, RM 315 COLUMBIA, MO 65201	CONCRETE REPAIRS	complete 9/28/2015

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner DAN HAID 573-886-4480	Scope of Work	Status	
15-006PV	SCOTLAND/CLARK	J2L1700B	\$ 147,728.00		W. L. MILLER COMPANY 750 E. COUNTY ROAD 1220 HAMILTON, IL 62341 STEVEN BRUENGER 217-847-3316	MODOT R.E.: JEFF GANDER 660-385-8240	SIDEWALK/GUARDRAIL	complete	8/25/2015
15-007BC	WAYNE COUNTY	J9S3013	\$ 599,754.65		BOONE CONSTRUCTION CO.	MODOT R.E.: TAMMY HEFNER 573-431-4933	BOX BEAM BRIDGE	complete	9/9/2015
15-008PV	MILLER COUNTY	J5L1500C	\$ 13,300.00		APAC-MISSOURI, INC. P. O. BOX 1117 COLUMBIA, MO 65205 SHELLY SANDERS 573-449-0886	MODOT R.E.: JOHN SANDERS 573-346-3053	CULVERT HEADWALLS	complete	7/7/2015
15-999TR	MONTGOMERY COUNTY	J3P2198	\$ 184,139.60		LEHMAN CONSTRUCTION CO. 900 RUSSELLVILLE RD. CALIFORNIA, MO 65018 573-976-8101	MODOT	ROCK HAUL	complete	
15-009PB	CITY OF COLUMBIA MISC. PREBORE	N/A	PURCHASE ORDER AS NEEDED		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA P. O. BOX 7236 COLUMBIA, MO 65205	MISC. PREBORE	complete	5/27/2015
15-010BC	SALINE COUNTY	BRO-B097(50)	\$ 446,075.25		BOONE CONSTRUCTION CO.	ENGR: RICHARD RHODES RHODES ENGINEERING CO., INC. P. O. BOX 365 BROOKFIELD, MO 64628 660-258-7745 rhodeseng@clasicnet.net	BULB TEE BRIDGE	complete	9/25/2015
15-011PV	PLATTE COUNTY	J4P3095G	\$ 228,804.55		BOONE CONSTRUCTION CO.	MODOT R. E. Greg Stervinou 816-387-2590	GRADING/EXCAVATION	complete	8/13/2015
15-012BC	SCOTLAND COUNTY	BRO-B099(21)	\$ 979,695.80		BOONE CONSTRUCTION CO.	SCOTLAND COUNTY COMMISSION MEMPHIS, MO ENGR: MATT WALKER POEPPING, STONE, BACH & ASSOC. P. O. BOX 709	NU & I-GIR BRIDGES	complete	

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner QUINCY, IL 62306	Scope of Work	Status	
15-013BC	CITY OF BOONVILLE	STP-1300(506)	\$ 713,857.25		BOONE CONSTRUCTION CO.	CITY OF BOONVILLE BOONVILLE, MO ENGR: STEPHEN LINN, P.E. ALLSTATE CONSULTANTS, LLC 3312 LEMONE INDUSTRIAL BLVD. COLUMBIA, MO 65201	STEEL BRIDGE	complete	
15-014PV	MACON COUNTY	BRO-B064(28)	\$ 69,986.00		BOONE CONSTRUCTION CO.	MACON COUNTY COMMISSION MACON, MO ENGR: SHAFER, KLINE & WARREN, INC. P. O. BOX 366 MACON, MO 63552	CHANNEL IMPROVE	complete	8/27/2015
15-015PB	PETTIS COUNTY	BRO-B080(30)	\$ 16,800.00		WIDEL CONSTRUCTION	PETTIS COUNTY COMMISSION SEDALIA, MO ENGR: GREAT RIVER ENGINEERING SPRINGFIELD, MO 65804 417-886-7171	PREBORE	complete	
15-016PV	HUDSON TOWNSHIP	582AR01	\$ 59,646.00		BOONE CONSTRUCTION CO.	HUDSON TOWNSHIP MACON, MO ENGR: AARON MCVICKER SHAFER, KLINE & WARREN MACON, MO 660-385-6441	CHANNEL IMPROVE	complete	9/8/2015
15-017BC	NODAWAY COUNTY	BRO-B074(58)	\$ 621,943.20		BOONE CONSTRUCTION CO.	NODAWAY COUNTY COMMISSION MARYVILLE, MO 64468 660-582-2251 ENGR: BOB BURNETT SNYDER & ASSOCIATES 802 FRANCIS STREET ST. JOSEPH, MO 64501 816-364-5222 bburnett@snyder-associates.com	BRIDGE	complete	
15-018PB	GREENE COUNTY	BRO-B039(32)	\$ 9,280.00		HARTMAN & COMPANY	GREENE COUNTY HWY DEPT. SPRINGFIELD, MO 65803 417-831-3591 HARTMAN & COMPANY	PREBORE	complete	9/14/2015

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner 1200 E. WOODHURST, J-200 SPRINGFIELD, MO 65804 JACK BROWN 417-882-2702	Scope of Work	Status
15-019BC	ANDREW COUNTY	BRO-B002(42)	\$ 478,471.75		BOONE CONSTRUCTION CO.	ANDREW COUNTY COMMISSION SAVANNAH, MO 64485 816-324-3624 ENGR: BOB BURNETT SNYDER & ASSOCIATES 802 FRANCIS STREET ST. JOSEPH, MO 64501 816-364-5222 bburnett@snyder-associates.com	BRIDGE	complete
15-020BC	MACON COUNTY	BRO-B061(29)	\$ 719,719.52		BOONE CONSTRUCTION CO.	MACON COUNTY COMMISSION MACON, MO 63552 660-385-2913 ENGR: SHANNOW HOWE HOWE COMPANY, LLC 1119 S. MISSOURI ST., STE A MACON, MO 63552 shannon@howecompany.com 660-651-1582	TWO BRIDGES	complete
15-021PV	BENTON COUNTY	BRO-B008(013)	\$ 318,549.20		BOONE CONSTRUCTION CO.	BENTON COUNTY COMMISSION P. O. BOX 1238 WARSAW, MO 65355 660-723-2336 ENGR: ERIK HOWELL COCHRAN 44 CAMDENTON CT. SE CAMDENTON, MO 65020 573-525-0299 ehowell@cochraneng.com	BOX CULVERT	complete
15-022PB	WEBSTER COUNTY	13-3229	\$ 14,400.00		CHESTER BROSS CONST. CO. HANNIBAL, MO	WEBSTER COUNTY COMMISSION MARSHFIELD, MO 65706 417-468-2223 ENGR: GREAT RIVER ENGINEERING SPRINGFIELD, MO 65804 417-886-7171	PREBORE	complete
15-023BC	MACON COUNTY	BRO-B061(30)	\$ 519,945.05		BOONE CONSTRUCTION CO.	MACON COUNTY COMMISSION	NU GIRDER BRIDGE	complete

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
						MACON, MO 63552 660-385-2913 ENGR: AARON MCVICKER SHAFER, KLINE & WARREN, INC. MACON , MO 63552 660-385-6441		
15-024BC	GRUNDY COUNTY	BRO-B040(26)	\$ 1,173,563.95		BOONE CONSTRUCTION CO.	GRUNDY COUNTY COMMISSION TRENTON, MO 64683 660-359-6305 ENGR: SHANNON HOWE HOWE COMPANY, LLC MACON, MO 63552 660-395-4693	STEEL BRIDGE	complete
15-025PB	ST. CLAIR COUNTY	BRO-B093(11)	\$ 11,250.00		WIDEL, INC. BLACKWATER, MO	ST. CLAIR COUNTY COMMISSION OSCEOLA, MO 64776 ENGR: LINDSEY CHAFFIN GREAT RIVER ENGINEERING SPRINGFIELD, MO 65804 417-886-7171	PREBORE	complete
15-026PB	COOPER	J5S2201/J5S2224	\$ 43,000.00		DON SCHNIEDERS EXCAV. BLACKWATER, MO	MODOT JEFFERSON CITY, MO ENGR: JOHN SANDERS MODOT PROJECT OFFICE CAMDENTON, MO 65020 573-346-3053	PREBORE	complete
2016 PROJECTS								
16-001PV	MACON VINE STREET	140181-010	\$ 269,926.00		BOONE CONSTRUCTION	CITY OF MACON MACON, MO ENGR: AARON MCVICKER SHAFER, KLINE & WARREN 107 BUTLER, MACON, MO 63552 660-385-6441	BOX CULVERT	complete
16-002PV	NORTH BASIN SEWER	N/A	\$ 153,851.00		STERLING EXCAVATION JEFFERSON CITY, MO 573-636-8015	CITY OF SEDALIA SEDALIA, MO	PAVEMENT/SIDEWALK	complete
16-003PV	CALLAWAY/MONTGOMERY	J5S3049	\$ 116,600.00		JEFFERSON ASPHALT JEFFERSON CITY, MO 573-636-7121	MODOT JEFFERSON CITY, MO	BOX CULVERT	complete

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
16-004BC	BOONE COUNTY RT.63	J5S3089/J5S3090	\$ 998,464.45		BOONE CONSTRUCTION	MODOT JEFFERSON CITY, MO ENGR: AARON B. PECK COLUMBIA PROJECT OFFICE COLUMBIA, MO 573-884-4770	2-NU GIRDER BRIDGES	complete
16-005BC	MACON/KNOX	J2S0428/J2S3073	\$ 878,199.85		BOONE CONSTRUCTION	MODOT JEFFERSON CITY, MO ENGR: JEFF GANDER MACON PROJECT OFFICE MACON, MO 63552 660-385-8240	BRIDGE/BOX CULVERT	complete
16-006BC	WARREN RT. 94	J2S2006	\$ 622,734.25		BOONE CONSTRUCTION	MODOT JEFFERSON CITY, MO ENGR: RICHARD DOMZALSKI TROY PROJECT OFFICE TROY, MO 63379 636-528-3169	NU GIRDER BRIDGE	complete
16-007BC	LEWIS COUNTY	BRO-B056(12)	\$ 1,198,583.00		BOONE CONSTRUCTION	LEWIS COUNTY COMMISSION MONTICELLO, MO ENGR: SHANNON HOWE HOWE COMPANY LLC 1119 SOUTH MISSOURI, STE. A MACON, MO 63552 660-395-4693	STEEL BRIDGE	complete
16-008BC	SALINE COUNTY	BRO-B097(49)	\$ 629,821.00		BOONE CONSTRUCTION	SALINE COUNTY COMMISSION MARSHALL, MO ENGR: RICHARD RHODES RHODES ENGINEERING CO., INC. P. O. BOX 365 BROOKFIELD, MO 64628 660-258-7745	I-GIRDER BRIDGE	complete
16-009PR	AUDRAIN,BOONE, RANDOLPH	J3P2207	\$ 409,640.00		CAPITAL PAVING	MODOT JEFFERSON CITY, MO ENGR: JEFFERY GANDER 26824 U.S. HIGHWAY 63 MACON, MO 63552	PAVEMENT REPAIR	complete

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner 660-385-8240	Scope of Work	Status
16-010PB	SALINE COUNTY	J3S3003	\$ 51,000.00		WIDEL, INC. 660-846-3791	MODOT JEFFERSON CITY, MO	PREBORE	in progress
16-011PB	CALDWELL RT. 13	J1P0434	\$ 29,415.00		PHILLIPS HARDY, INC. 573-447-8070	MODOT JEFFERSON CITY, MO ENGR: JAMES GILLESPIE CHILLICOTHE PROJECT OFFICE CHILLICOTHE, MO 64601 660-646-3218	PREBORE	complete
16-012PV	UNIV. OF MO-SUMMER PAVING	CP16111/CP162151	\$ 144,674.55		CHRISTENSEN CONST. CO. 573-814-3308	UNIVERSITY OF MISSOURI COLUMBIA, MO	PARKING LOTS	complete
16-013BC	WARREN COUNTY	BRO-B109(15)	\$ 673,410.25		BOONE CONSTRUCTION CO.	WARREN COUNTY COMMISSION WARRENTON, MO 63383 ENGR: DUSTIN BERRY SHAFER, KLINE & WARREN 3200 PENN TERRACE, SUITE 100 COLUMBIA, MO 65202 573-234-2632	I-GIRDER BRIDGE	complete
16-014PV	UNIV. OF MO-CURB SIDEWALK, RAMPS	CP152062	\$ 48,000.00		STERLING EXCAVATION 573-636-8015	UNIV. OF MISSOURI COLUMBIA, MO	CURB/SIDEWALK, RAMPS	complete
16-015BC	BOONE COUNTY	37-30JUN16	\$ 498,828.90		BOONE CONSTRUCTION	BOONE COUNTY PURCHASING ENGR: DERIN CAMPBELL, P.E. 801 E. WALNUT, ROOM 315 COLUMBIA, MO 65201 573-886-4480	PLATE GIRDER BRIDGE	complete
16-016PB	WARREN COUNTY	BRO-B109(14)	\$ 30,350.00		C & C BRIDGE & CONCRETE, INC. 660-834-3109	WARREN COUNTY COMMISSION WARRENTON, MO 63383 ENGR: DUSTIN BERRY SHAFER, KLINE & WARREN 3200 PENN TERRACE, SUITE 100 COLUMBIA, MO 65202 573-234-2632	PREBORE	complete
16-017PV	FINGER LAKES PARK	X1421001	\$33,634.28		CAPITAL PAVING 573-635-6229	STATE OF MISSOURI JEFFERSON CITY, MO	DIGOUT REPAIR	complete
16-018PB	OSAGE COUNTY	BRO-B076(14)	\$9,120.00		DON SCHNIEDERS EXCAV.	OSAGE COUNTY	PREBORE	complete

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
					JEFFERSON CITY, MO 65109 573-893-2251	LINN, MO ENGR: SHAFER, KLINE & WARREN COLUMBIA, MO 573-442-4537		
16-019BC	DAVISS COUNTY	BRO-B031(35)	\$475,414.20		BOONE CONSTRUCTION CO.	HOWE COMPANY, LLC SHANNON HOWE 1119 SOUTH MISSOURI ST., SUITE A MACON, MO 63552 660-395-4693	BOX GIRDER BRIDGE	complete
16-020PV	BOONE RT. BL 70	J5M0275	\$188,911.70		BOONE CONSTRUCTION CO.	MODOT RE: AARON B. PECK 4201 PARIS RD. COLUMBIA, MO 65202 573-884-4770	CULVERTS	complete
16-021BC	VERNON COUNTY	BRO-NBIL-B108(42)	\$506,890.25		BOONE CONSTRUCTION CO.	VERNON COUNTY COMMISSION NEVADA, MO COOK, FLATT & STROBEL ANGELO MANNINO 1421 E. 104TH ST., SUITE 100 KANSAS CITY, MO 64131	I-GIRDER BRIDGE	in progress
16-022PV	LEWIS COUNTY	2900091	\$ 20,000.00		BRS CONSTRUCTION 57824 COON CREEK AVE EDINA, MO 63537	LEWIS COUNTY COMMISSION 100 E. LAFAYETTE MONTICELLO, MO 63457	DRIVE PILING	complete
16-023Bc	PLATTE COUNTY	BRO-B083(26)	\$ 448,958.55		BOONE CONSTRUCTION CO.	PLATTE COUNTY PUBLIC WORKS ENGR: BOB HEIM 15955 HWY 273 PLATTE CITY, MO 64079	NU-GIRDER BRIDGE	in progress
16-024BC	BATES COUNTY	J7P2228L	\$ 536,733.90		BOONE CONSTRUCTION CO.	MODOT RE: SHANNON KELLNER CLINTON PROJECT OFFICE 660-885-5665	I-GIRDER BRIDGE	not started



5130B1S1016



DAVENPORT ROAD DRAINAGE STRUCTURE IMPROVEMENTS

Project Number: N/A

Bid Number: 07-02FEB17

CONSTRUCTION BID REQUEST

Contract Documents
General Specifications,
Technical Specifications, and
Special Provisions

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Ered J. Parry, District I Commissioner
Janet Thompson, District II Commissioner

BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawyer, Director
Darin Campbell, P.E., Chief Engineer

*PROJECT MANAGER

Jeff McCann
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: (573) 886-4480
Fax: (573) 886-4340
E-mail: jmcann@boonecountymo.org

BOONE COUNTY PURCHASING

Phil Fichter, Buyer
613 East Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: pfichter@boonecountymo.org

ENGINEER OF RECORD



Michael J. McCann
Professional Engineer
MO Lic. # E-000332

Boone County Resource Mgmt.
MO Engineering Co. # N/A
801 East Walnut, Room 315
Columbia, Missouri 65201
Phone: 573-886-4480
Fax: 573-886-4340

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER**

INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form	2.1-2.2
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form.....	4.3
Work Authorization Certification	4.4-4.5
Individual Bidder Certification	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder	7.1
Bidder's Acknowledgement	8.1
Insurance Requirements	9.1-9.2
Contract Conditions.....	10.1-10.8
Sample Contract Agreement	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements.....	14.1
Affidavit-Prevailing Wage	15.1
Contractor's Affidavit Regarding Settlement of Claims	16.1
General Specifications	GS.1-GS.7
Technical Specifications.....	TS.1-TS.40
Special Provisions	SP.1-SP.2
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions	APPENDIX B
Project Plans and/or Details	APPENDIX C
US Army COE Nationwide Permit Conditions.....	APPENDIX D
Soil Boring Report.....	APPENDIX E

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

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NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

DAVENPORT ROAD
DRAINAGE STRUCTURE IMPROVEMENTS

Project Number:

N/A

Bid Number:

07-02FEB17

Scope of Project Construction:

This project includes removal of an existing steel stringer and wooden deck bridge and replacement with a 14' wide x 5' high precast reinforced concrete box culvert. The project also includes aggregate roadway patching, rock blanket, barbed wire fence, water gaps and restoration.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **January 19, 2017 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on Thursday, January 26, 2017. Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **12:45 p.m. on February 2, 2017** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on February 2, 2017** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

15 Working Days. THE LATEST START DATE ALLOWED SHALL BE OCTOBER 16, 2017.

Liquidated Damages:

\$500 per Calendar Day beyond the 15 Working Days Contract Time and \$500 per Calendar Day beyond the maximum full road closure period of 10 Working Days.

Anticipated Notice To Proceed Date:

On or about April 3, 2017. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required.

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$35.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

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

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

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

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

**Boone County Roadway
Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard
Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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**BID FORM
DAVENPORT ROAD DRAINAGE STRUCTURE IMPROVEMENTS**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
PORTABLE CHANGEABLE MESSAGE BOARD (PCMB)	4	EA/DAY	\$	\$
EROSION CONTROL	1	LS	\$	\$
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$
SITE CLEARING AND GRUBBING	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
BANK GRADING AND SHAPING	1	LS	\$	\$
12" THICK AGGREGATE ROADWAY PATCH & EDGE WIDENING	90	SY	\$	\$
ROCK EXCAVATION	20	CY	\$	\$
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	20	CY	\$	\$
14'Wx5'H PRECAST REINF. CONCRETE BOX CULVERT BARREL SECTIONS	42	LF	\$	\$
6' LONGx14'Wx5'H PRECAST REINF. CONC. BOX CULVERT BEVELED ENDS	2	EA	\$	\$
TYPE 2 ROCK BLANKET (2' THICK) WITH FILTER FABRIC	116	CY	\$	\$
5-STRAND BARBED WIRE FENCE	111	LF	\$	\$
WATER GAP	2	EA	\$	\$
TEMPORARY FENCE	300	LF	\$	\$
Bid Total				\$

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices? _____

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

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

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

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

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

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

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

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

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

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

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

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

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

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

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

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

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

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email Address: _____

Date: _____

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

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STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

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SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () LLC
() corporation, incorporated under laws of the state of _____
() other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:

(Signature)

Dated _____, 20__.

(Print Name and Title)

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____

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INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

CONTRACT CONDITIONS

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

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

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

"Department" shall mean the Boone County Resource Management Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

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

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

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

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

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

- (1) Progress payments will be made to the contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the contractor the amount due, less a retainage within thirty days following the latter of the following:
 - a. The date of delivery of materials or construction services purchased;
 - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
 - c. In those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County;

- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.
- (3) If, in the discretion of the County and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.
- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the County contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all

payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

- (8) Final Payment: The County will make final payment of all moneys owed to the contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:
- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
 - b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
 - c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

SALES/USE TAX EXEMPTION

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

WARRANTY AND GUARANTEE

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

Correction or Removal of Defective Work

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

One Year Correction Period

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

Maintenance Requirements

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control. During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

SAMPLE CONTRACT AGREEMENT

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

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

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

Project Name: _____

Project No.: _____

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

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

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Debarment Form,
6. Work Authorization Certification,
7. Statement of Bidder's Qualifications,
8. Anti-Collusion Statement,
9. Signature and Identity of Bidder,
10. Bidder's Acknowledgment,
11. Insurance Requirements,
12. Contract Conditions,
13. Contract Agreement,
14. Performance Bond,
15. Labor and Material Payment Bond,
16. Affidavit-OSHA Requirements,
17. Affidavit-Prevailing Wage,
18. Contractor's Affidavit Regarding Settlement of Claims,
19. General Specifications,
20. Technical Specifications,
21. Special Provisions,
22. State Prevailing Wage Rates,
23. Boone County Standard Terms and Conditions
24. Notice to Proceed,
25. Boone County Roadway Regulations Chapter II,
26. MoDOT Standard Specifications, and
27. Plans.

It is understood and agreed that, except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor agrees that he will comply with all federal, state, and local laws, regulations, and ordinances, and that he will cause each of his subcontractors to do the same. The Contractor also agrees not to discriminate against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and equipment, and will cause each of his subcontractors to do the same.

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

hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

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

DATE OF AGREEMENT:

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

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By:

Authorized Representative (Signature)

ATTEST:

By:

Authorized Representative (Print or Type Name)

Title:

Secretary

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

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

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans 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, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

_____ Dollars,

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

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

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans 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

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

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____
Address: _____

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of _____)
)ss
 State of _____)

My name is _____ . I am an authorized agent of _____
 _____(Company). I am aware of the requirements for OSHA training set out in
 §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said
 statute have been fully satisfied and there has been no exception to the full and complete compliance
 with said provisions relating to the required OSHA training for all those who performed services on this
 public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

_____ Date

 Printed Name

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

_____ Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

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AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

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BOONE COUNTY COMMISSION
**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By

(Signature)

(Title)

State of _____

County of _____ ss.

Subscribed and sworn to before me this _____ day of
_____, 20____, at _____

Notary Public

(SEAL)

My Commission expires _____, 20_____

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GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

- A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. Commission:** Shall mean the Boone County Commission.
- C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

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

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

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

9.3. From the total amount of work items of each estimate, there will be deducted the percentage as provided in the Payments section of the Contract Conditions. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

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

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

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

b. Written consent of the surety to such payment;

c. Any other documents which may be required by the contract or the Engineer.

9.13.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

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

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. The County will spot-audit payrolls consistent with its obligations under state law, and Contractor shall promptly address any issues and/or provide additional information upon request by County to ensure compliance with the Prevailing Wage Law.

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

a. In the Owner's office:

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

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

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

SECTION 12 - SPECIFICATIONS AND PLANS

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

SECTION 13 - PROTECTION OF WORK

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

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 17 - INTERFERENCE

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

SECTION 18 - METHOD OF PAYMENT

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

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TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications** and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

TABLE OF CONTENTS

DIVISION 1 – GENERAL REQUIREMENTS

Section 01010	Summary of Work	TS.2-TS.3
Section 01320	Submittals	TS.4-TS.6
Section 01412	Stormwater Pollution Prevention Plan Compliance.....	TS.7
Section 01450	Quality Control and Testing.....	TS.8
Section 01500	Temporary Facilities and Controls.....	TS.9
Section 01550	Temporary Traffic Control	TS.10
Section 01570	Erosion Control	TS.11-TS.13
Section 01590	Restoration.....	TS.14-TS.17
Section 01600	Product Requirements	TS.18
Section 01720	Construction Staking	TS.19
Section 01780	Project Closeout.....	TS.20-TS.21

DIVISION 2 – SITE CONSTRUCTION

Section 02220	Removals	TS.22
Section 02230	Site Clearing and Grubbing	TS.23
Section 02300	Excavation and Embankment.....	TS.24-TS.25
Section 02335	Subgrade	TS.26
Section 02337	Dig Out Repair	TS.27
Section 02370	Rock Blanket.....	TS.28
Section 02630	Storm Drainage.....	TS.29-TS.30
Section 02720	Aggregate	TS.31
Section 02739	Prime/Tack Coats	TS.32
Section 02740	Asphaltic Concrete Paving	TS.33
Section 02741	Paving Fabric	TS.34-TS.36
Section 02750	Portland Cement Concrete Paving.....	TS.37
Section 02770	Concrete Curb and Gutter.....	TS.38
Section 02773	Concrete Driveway	TS.39
Section 02775	Concrete Sidewalk	TS.40

SECTION 01010 -- SUMMARY OF WORK

PART 1 -- GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 - 1. The Contractor shall coordinate all activities on the project;
 - 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 - 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100 of the Boone County Roadway Regulations Chapter II.**

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on 6.5' width
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed. The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

3.2 LIME

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

3.3 FERTILIZER

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed $\frac{1}{4}$ to $\frac{1}{2}$ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type 1 Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 1. The County agrees the entire work is complete.
 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 1. The County agrees the entire work is complete.
 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200 of the Boone County Roadway Regulations Chapter II.**
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02741 – PAVING FABRIC

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The contractor is responsible for installation of GlasPave25™, manufactured by Saint-Gobain Technical Fabrics or approved equal paving fabric, as indicated on the project plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The paving mat shall be paid for in accordance with these plans and specifications. The unit of measurement shall be paid for at the contract unit price per square yard installed in place. Overlaps in the paving mat will not be measured and included in the payment quantities.
- B. The accepted quantities subject to payment shall be paid for on the basis of furnishing all labor, materials (including asphalt tack coat), tools, equipment, and incidentals for performing the required work involved in furnishing and placing the mat, complete.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. GlasPave25™ is a combination of fiberglass mesh embedded into high performance polyester mats.

1. Physical Properties

Property	Test Method	Units	Type I
Mass per Unit Area	ASTM D5261	grams/m ² (oz/yd ²)	135.6 (4.0)
Wide Width Tensile Strength, MD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Tensile Strength, CD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Elongation, MD	ASTM D4595.86	%	< 5.0
Melting Point	ASTM D276	°C (°F)	>232 (>450)
Asphalt Retention	Tex-616-J	liters/ m ² (gal/yd ²)	0.453 (0.10)
Shrinkage	Tex-616-J	%	0

- B. Tack Coats – Type AC-20 or PG64-22 shall be used. When ambient temperatures are above 90°F, the use of AC-30 or PG70-10 is recommended.
 - 1. Application Rate – Optimum application rate is 0.15 gal/sq. yd. This rate can vary +/- 0.05 gal/sq. yd. depending on the condition of the existing surface. Tack coat coverage shall be across the full width of the paving mat and over any overlaps.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Vacuum or power broom all surfaces prior to spraying a tack coat and installing the paving mat. All surfaces must be free from dirt and loose debris.
- B. All cracks greater than 1/4 in. (6 mm) must be filled with approved crack sealant and all pot holes must be repaired.
- C. If finish or profile milling has been performed, a leveling course is typically not required prior to the placement of the paving mat. This will depend on the smoothness of the surface created during the milling operation and the specific interlayer material being placed. The milling equipment and operation shall have the capability to:
 - 1. Remove asphalt concrete to a minimum depth of 1/4 in. (6 mm).
 - 2. Provide a surface relief (distance between ridges) of no more than 1/4 in. (6 mm).
 - 3. Maintain a 1/4 in. (6 mm) grade tolerance over the surface (transverse and longitudinally).
 - 4. There shall be no more than 1/4 in. (6 mm) vertical height variation between planed and un-planed surfaces at the inside edge of conform and taper mills.
 - 5. If cold planing is performed, a leveling course is required prior to the placement of the paving mat.
 - 6. A leveling course is required over all Portland cement concrete prior to placement of the paving mat.
- D. A hot asphalt cement spray tack coat must be used prior to installing the paving mat. If a chip seal is placed on top of the paving mat, then either asphalt hot spray or emulsions can be used. In not situation shall cut backs or solvent based bitumen be used.
- E. The tack coat shall be applied by a motorized distributor (spreader) that has the capability of adjusting spray rates by 1/10 gal/sq yd. The valves on the distributor bar must fan in an overlap fashion at the recommended application rate.
- F. The recommended application is 0.15 gal/sq yd or 0.70 liters/m².
- G. If the tack coat must be placed by hand, then a spray can or squeegee should be used. This practice is not recommended and should only be considered for unique circumstances.
- H. The paving mat can be placed by tractor or a distributor truck with a fabric applicator attached to the back. A full width broom shall be attached to the applicator to push the paving mat into the tack coat. If the paving mat needs to be placed by hand, then it should be broomed into the hot tack coat. Any wrinkling must be repaired by slitting and lapping in the direction of the paving train.
- I. Asphalt concrete (AC) or chip seal (CS) should be placed the same day. Vehicular traffic shall be kept off the paving mat until the AC or CS is installed.

- J. Surface and ambient temperature during fabric installation shall be warm enough to allow adequate "tack" from the asphalt binder to hold the paving fabric in place. A minimum temperature for application of most asphalt cement binders is approximately 50° F (10° C) and rising.
- K. Overlaps
1. Transverse – minimum 3 in. (75mm), Longitudinal – minimum 2 in. (50 mm)
 2. All Transverse overlaps should be "shingled" in the direction of the paving train.
- L. Protection
1. Traffic – Only construction traffic should be allowed to run on the paving mat, and no traffic should be allowed on the tack coat.
 2. All paving machines are allowed to run on the paving mat, however, all turns should be made gradually. All normally accepted paving operations, including belly dumps, etc., can be deployed. A nominal 2 in. (50 mm) asphalt overlay, with any location having a minimum compacted thickness of 1 1/2 in. (40 mm), is required. In the event that too much tack coat has been applied to the surface, then small quantities of asphalt concrete can be broadcast on the paving mat. Best practices used on any paving mat may be used on GlasPave25™.
 3. Storage – The paving mat should be stored indoors prior to use.

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230 of the Boone County Roadway Regulations Chapter II.**
- B. Reinforcing steel shall conform to **Section 238 of the Boone County Roadway Regulations Chapter II.**
- C. Joint materials shall conform to **Section 231 of the Boone County Roadway Regulations Chapter II.**

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SPECIAL PROVISIONS

1. LIQUIDATED DAMAGES: MODOT Standard Specification Section 108.8.1.2.a preventing charges for liquidated damages from December 15 to March 15, both dates inclusive, does not apply to this project.
2. SANITARY/SEPTIC WASTE MANAGEMENT: Sufficient temporary toilet facilities to serve the number of workers on the site shall be provided. The facilities shall be serviced frequently to maintain a sanitary condition.
3. CONTROL POINTS AND SURVEY MONUMENTS: Survey control points, property corners and survey monuments shall be maintained or replaced in accordance with Technical Specification 01720.
4. EXISTING SIGNS: Existing signs and posts that conflict with construction shall be salvaged by the Contractor and delivered to Boone County Public Works at 5551 South Tom Bass Road, Columbia, Missouri unless otherwise noted on the Plans. Coordinate delivery with the Boone County Inspector. Cost shall be incidental to the Removals bid item.
5. EROSION CONTROL: It is the Contractor's responsibility to insure proper erosion control practices are installed on the project and no silt leaves the construction area. The Plans do not show specific BMP's which allows the contractor the flexibility to account for seasonal weather, construction means and methods, and construction schedule.

Erosion control shall follow Section 01570 of the Technical Specifications. As industry standards and new products are continually coming to market, substitution for products shown in these Project Documents will be allowed as long as they are submitted and approved by Boone County Resource Management before installation. This flexibility does not relieve the Contractor of meeting minimum preventative erosion control standards. Appropriate perimeter controls must be installed before beginning grading operations.

Erosion Control will be paid for at the contract Lump Sum bid price and shall include installation, maintenance, repair, and removal once permanent erosion control is established.

6. RESTORATION: The separate seeding and erosion control performance bond described in the Maintenance Requirements Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project. The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area. Restored topsoil thickness shall be uniform and no less than 4 inches thick. Cost for the topsoil shall be included in the Restoration bid item price.
7. SITE CLEARING AND GRUBBING: This work shall include all work described in Section 02230-Site Clearing and Grubbing of the Technical Specifications and Section 200 of the Boone County Roadway Regulations Chapter II. Site Clearing and Grubbing will be paid for at the contract lump sum bid price and shall include scalping and off-site disposal of all existing vegetation prior to topsoil stripping. All stumps must be removed from the ground. All trees and brush removed shall be ground and removed from the project site. Burning will not be allowed.
8. REMOVALS: This work shall include removal and disposal of the existing bridge (railings, deck, beams, abutments, piling, etc.), existing fence, existing water gaps (including debris and tires) and any excess earth or aggregate. The Contractor shall abide by all federal, state and local laws and ordinances regarding disposal items. The existing rock blanket around the bridge abutments may be salvaged and reused in the new rock blanket areas if the existing material is broken into pieces no larger than the new rock blanket pieces.

9. BANK GRADING AND SHAPING: This item includes excavation and compacted embankment required to grade and shape the banks at the culvert ends and the roadway ditch transitions to the proposed contours. It also includes any undercutting required to place the rock blanket at the proposed elevations.
10. ROCK EXCAVATION: The soil boring does not indicate rock is present at this site. However, if shale or rock is encountered during excavation, the Contractor shall notify Boone County and Section 201.2 of the Boone County Roadway Regulations Chapter II will be followed to determine if it will be considered rock excavation or earth excavation. If rock excavation is not required, no payment will be made for the Rock Excavation bid item.
11. UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL: No unsuitable foundation material is expected below the pipe/culvert bedding subgrade elevation on this Project. However, if the Engineer is notified of a questionable area and determines the in-situ material is unsuitable for pipe/culvert foundation, the Contractor shall remove the designated unsuitable area per Section 201, Paragraph 201.6.8 of the Boone County Roadway Regulations Chapter II. Removal and replacement of unsuitable foundation material up to and including 12" below the bedding subgrade elevation shall be incidental to the Pipe/Culvert bid item.

Removal and replacement of unsuitable foundation material greater than 12" below the bedding subgrade elevation in pre-approved areas will be considered additional work covered by the Unsuitable Pipe/Culvert Foundation Material bid item. The additional work shall include excavation of the unsuitable material to a maximum depth of 24" below the bedding subgrade elevation, construction of a geotextile fabric (same fabric as under Rock Blanket) lining in the trench bottom and up the sides to 6" above the bedding subgrade elevation and backfilling with 3-1/2" minus aggregate compacted in loose lifts not to exceed 8" in depth. Contractor may request Engineer approval of alternate aggregate gradation based on availability or site conditions at no additional cost. Unsuitable Pipe/Culvert Foundation Material shall be paid for at the unit bid price per cubic yard based on field measurements by the Engineer. If Unsuitable Pipe/Culvert Foundation Material is not required, no payment will be made for the bid item.

12. TEMPORARY FENCING: Temporary fencing may be required in the areas where proposed fencing and water gaps are shown to be constructed if livestock are being pastured during the construction period. Temporary fencing shall consist of four strands of barbed wire attached to steel T-posts on ten foot maximum horizontal spacing. The quantity of temporary fencing is an estimate and will be constructed at a location acceptable to the landowner, Engineer and Contractor and removed upon completion of the permanent fencing. Payment will be made on the measured in-place quantity. If the landowner decides no temporary fencing is needed, no payment will be made for the Temporary Fencing bid item.

APPENDIX A

STATE WAGE RATES

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

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

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

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

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

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

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

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

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

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9/20/16

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 010
BOONE COUNTY

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

Original Signed by
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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

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

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

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

**b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93

All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

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

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

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

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

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

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

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

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

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

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

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

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

NO. 33: Means the standard work day and week 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 Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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

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. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

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

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

NO. 122: Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day .

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's 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 is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

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

NO. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

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

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer 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. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime 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. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday 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). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending 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 maybe 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 work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or 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 work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: 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. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

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APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern

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APPENDIX D

US ARMY COE NATIONWIDE PERMIT CONDITIONS

This Project is authorized by Nationwide Permit (NWP) No. 14, Linear Transportation Projects. The Contractor shall meet the conditions listed in the excerpts included in this Appendix.

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**MISSOURI
NATIONWIDE PERMIT REGIONAL CONDITIONS**

For All Nationwide Permits:

1. **Stream Crossings.** In addition to requirements of General Condition (2) and General Condition (9) of the Nationwide Permits, the following guidelines for stream crossings apply for regulated activities in waters of the United States. The guidelines are available at:
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/MORC1Streams.pdf>.
2. **Seasonal Restrictions for Activities Proposed in Spawning Areas.** In addition to the requirements of General Condition (3) of the Nationwide Permits, the following specific seasonal restrictions apply for regulated activities in waters of the United States. Between the closed dates listed in the Missouri Combined Stream Spawning List, the permittee must not excavate from or discharge into the listed waters. The list of waters with seasonal restrictions is available on request from the Corps or at:
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/SpawningList.pdf>
3. **Invasive and Exotic Species.** Plant species listed at <http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/MOInvasivePlants.pdf> shall not be used for revegetation unless this requirement is waived by the district engineer based on a case specific analysis of the revegetation plan. Best management practices should be used to reduce the risk of transferring invasive plant and animal species to or from the project site. Best management practices can be found at: <http://www.invasivespeciesinfo.gov/toolkit/prevention.shtml>. Known zebra mussel waters within Missouri can be found at: <http://nns.cr.usgs.gov/queries/zmbvst.asp>.
4. **Suitable Material.** In addition to the specific examples in General Condition (6) of the Nationwide Permits, the following materials are not suitable for fill activities in waters of the United States: vehicle bodies, construction or demolition debris, garbage, tires, treated lumber (chromated copper arsenate (CCA), creosote, and pentachlorophenol), liquid concrete not poured into forms, grouted riprap, bagged cement, and sewage or organic waste.

Broken concrete used as bank stabilization must be reasonably well graded, consisting of pieces varying in size from 20 pounds up to and including at least 150 pound pieces to withstand expected high flows. Applicants must break all large slabs to conform to the well graded requirement. Generally, the maximum weight of any piece should not be more than 500 pounds. Gravel and dirt should not exceed 15% of the total fill volume when using broken concrete as fill. All protruding reinforcement rods, trash, asphalt, and other extraneous materials must be removed from the broken concrete prior to placement in waters of the United States.
5. **Priority Watersheds.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in a priority watershed. The list of priority watersheds requiring notification is available on request from the Corps or at
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/PriorityWatersheds.pdf>
6. **Special Aquatic Resources.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity which may impact a jurisdictional fen, seep or bog of any size.
7. **Sensitive Aquatic Species.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in waters listed at:
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/MORC7AquaticSpecies.pdf>. The submitted preconstruction notification will be coordinated in accordance with General Condition 31(d) with the U.S. Fish and Wildlife Service as determined appropriate by the Corps.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

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

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

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

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

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

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

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

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

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

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

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

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

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

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

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

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

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

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

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

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

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

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

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

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

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

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to

ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

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

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

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

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal

zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

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

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

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

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

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

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

(1) Name, address and telephone numbers of the prospective permittee;
(2) Location of the proposed project;
(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or

other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

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

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

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

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

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

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

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that

require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

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

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

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the

duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district

engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

STATE OF MISSOURI
CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION
2012 GENERAL AND SPECIFIC CONDITIONS
NWP 14 - LINEAR TRANSPORTATION PROJECTS

These conditions ensure that activities carried out under Nationwide Permits (NWPs) do not violate the Water Quality Standards of the State of Missouri resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability, and/or impacts to the biological and chemical integrity of the waters. These conditions are in addition to, not a replacement for, those conditions included by the federal authorities. Proposed projects authorized by the NWPs listed above that cannot be conducted within the conditions listed below must apply for individual Clean Water Act Section 401 Water Quality Certification (certification).

Applications for certification should be sent to the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to wpsc401cert@dnr.mo.gov. A complete application consists of the application submitted to the U.S. Army Corps of Engineers (Corps) as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans (10 CSR 20-6.060(5)).

An issued certification becomes part of the 404 Permit and; therefore, expires with the 404 Permit unless explicitly stated in the certification. Not all permit modifications require the certification to be modified and/or reissued. An example would be when a permit expiration date is extended or the permit is reissued and there are no changes to the original project, the certification may remain valid for that project.

The Department encourages, but does not require, the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: <http://www.epa.gov/owow/NPS/lid/> and www.lid-stormwater.net/lid_techniques.htm.

GENERAL CONDITIONS for ALL NWPs

1. NWPs shall not allow the filling of jurisdictional springs.
2. Acquisition of a NWP(s) and the attendant certification(s) shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System (NPDES) Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Missouri Department of Natural Resources' Regional Office in the project area. A regional office map with contact information can be located at www.dnr.mo.gov/regions/regions.htm.
3. Care shall be taken to keep machinery out of the waterway as much as possible. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent floodway beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.
4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Missouri Department of Natural Resources' Environmental Emergency Response number at (573) 634-2436.
5. Only clean, nonpolluting fill shall be used. The following materials are not suitable for bank stabilization and shall not be used due to their potential to cause violations of the general criteria of the Water Quality Standards (10 CSR 20-7.031 (3)(A)-(H)):
 - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the Missouri NWP Regional Conditions (http://www.nwk.usace.army.mil/regulatory/NWP_2012/nwp.htm) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows;
 - b. Concrete with exposed rebar;
 - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state;
 - d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure; and
 - e. Any material containing chemical pollutants (including but not limited to creosote or pentachlorophenol).
6. Clearing of vegetation/trees shall be the minimum necessary to accomplish the activity. A vegetated corridor shall be maintained from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of this NWP, lack of ownership or control of any portion of this corridor may be considered a legitimate and discretionary cause to waive this requirement on that portion.

7. This certification is not valid for any Section 404 Permit issued on a water that is:
 - a. Listed as impaired by inorganic sediment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report). For convenience a table of these impaired waters is provided at the following website: www.nwk.usace.army.mil/regulatory/NWP_2012/MO/MOWQC_Con7.pdf;
 - b. Located in or occur within two miles upstream of a designated outstanding state or national resource water; or
 - c. Located in a designated metropolitan no-discharge stream.

The most current Water Quality Report can be found at <http://www.dnr.mo.gov/env/wpp/waterquality/305b/>. A listing of *Outstanding National and State Resource Waters and Metropolitan No-Discharge Streams* can be found in 10 CSR 20-7.031, Tables D, E and F or at <http://www.sos.mo.gov/adrules/csr/current/10csr/10c20-7.pdf>.

The Department's geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at <http://msdis.missouri.edu/>.

Additional information to identify the project location may be obtained from the program at (573) 751-1300.

8. Streambed gradient shall not be permanently altered during project construction.
9. NWP's issued by the Corps for which the 300 linear foot threshold for stream impacts is waived by the district engineer shall require individual certification by the state. This is applicable to all NWP's where the permit has a 300 linear foot threshold including NWP's 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52.
10. No project under a NWP shall accelerate bed or bank erosion.
11. Representatives from the Department shall be allowed on the project property to inspect the authorized activity at any time deemed necessary to ensure compliance with permit conditions.
12. You must submit a copy of the signed "Compliance Certification" referenced in NWP General Condition No. 30 as proof of project completion when the original is submitted to the Corps. This document is to be sent to the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176 or electronically to wpsc401cert@dnr.mo.gov.
13. After avoidance and minimization for the project, unavoidable stream impacts shall be mitigated appropriately. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and the "State of Missouri Wetland Assessment Method" as well as other mitigation guidance located on-line at <http://www.nwk.usace.army.mil/regulatory/CompMit/compmit.htm>.
14. Best Management Practices shall be used during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by construction disturbances.
15. Pursuant to Chapter 644.038, RSMo, the Department certifies all NWP's for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2009 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

SPECIFIC CONDITIONS for NWP 14 - Linear Transportation Projects

1. The permittee must propose and employ measures to mitigate the removal of impounded gravel in the unstable area upstream of the low water crossing to prevent it from being transported downstream and/or constructing a notched weir to slow the release of impounded gravel from upstream of the low water crossing.
2. Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a waterway.

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APPENDIX E

SOIL BORING REPORT

The following soil boring log data was prepared by Terracon Consultants, Inc. of Columbia, Missouri. The boring location is shown on the Boring Location Map in this Appendix and on Sheet 2 of the Plans.

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December 13, 2016



Boon County Resource Management
801 East Walnut, Room 315
Columbia, MO 65201

Attn: Mr. Darin Campbell
P: [573] 882-6560

Re: Davenport Road Box Culvert
Columbia, Missouri
Terracon Project No. 09165073

Mr. Campbell:

This transmittal and attachments provides a copy of the boring, lab tests, and a boring location diagram for work performed. We are transmitting herewith copies of the:

- Field Data
- Laboratory Data
- Report

Regarding:

- | | | |
|--|--|--|
| <input type="checkbox"/> Compacted Fills | <input checked="" type="checkbox"/> Boring Logs | <input type="checkbox"/> Geologic Report of |
| <input type="checkbox"/> Footings | <input checked="" type="checkbox"/> Boring Location Plan | <input type="checkbox"/> Seismic Survey |
| <input type="checkbox"/> Drilled Piers | <input type="checkbox"/> Soil Samples | <input type="checkbox"/> Resistivity Survey |
| <input type="checkbox"/> Piles | <input type="checkbox"/> Rock Core Samples | <input type="checkbox"/> Site Rock Conditions |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Construction Material Samples | <input type="checkbox"/> Aggregate Development |
| <input type="checkbox"/> Asphalt | <input type="checkbox"/> Moisture-Density | <input type="checkbox"/> General Information |
| <input type="checkbox"/> Roofing | <input type="checkbox"/> Consolidation | <input type="checkbox"/> Technical Expertise |
| <input type="checkbox"/> Aggregate | <input type="checkbox"/> Triaxial Compression | <input type="checkbox"/> Resumes |
| <input type="checkbox"/> Non-destructive Testing of Steel | <input type="checkbox"/> Permeability | <input type="checkbox"/> Other |
| <input type="checkbox"/> Non-destructive Testing of Concrete | <input type="checkbox"/> Field Boring Log | <input type="checkbox"/> Report will follow under separate cover |
| | <input type="checkbox"/> Grain Size Analysis | |

Sincerely,
Terracon Consultants, Inc.

Christian F. Buckley, E.I.
Staff Geotechnical Engineer
Brian W. Robben, P.E., R.G.
Department Manager

Attachments
cc: 1 - Client (electronic-PDF)
1 - File

Terracon Consultants, Inc. 3601 Mojave Court, Ste. A Columbia, Missouri 65202
P [573] 214 2677 F [573] 214 2714 terracon.com



IMAGERY IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY GOOGLE MAPS

AERIAL PHOTOGRAPHY PROVIDED BY GOOGLE MAPS

Project Manager:	SMW
Drawn by:	CPB
Checked by:	ACW
Approved by:	ACW
Project No.:	20180172
Block:	A-1 Street
File Name:	20180172_A_1
Date:	12/13/2018

Terracon
 3001 Wagon Ct Ste A
 Columbia, MO 65203-4303

BORING LOCATION MAP

Davenport Road Box Culvert
 Davenport, Missouri

Sheet	ExBB
	A-1

BORING LOG NO. B-1

PROJECT: Davenport Road Box Culvert

CLIENT: Boone County Resource Management
Columbia, Missouri

SITE: Tributary Crossing of Davenport Road
Hallsville, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-1 Latitude: 39.13815° Longitude: -92.16588° Surface Elev.: 876.48 (FL.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	Sample	LABORATORY TORVANE/HP (psf)	WATER CONTENT (%)
DEPTH	ELEVATION (FL.)								
0.3	876								
FILL - TOPSOIL , brown LEAN CLAY (CL) , trace silt and sand, brown, medium stiff trace gravel									
5.5	871	5		X	14	2-2-3 N=5	1	2500 (HP)	19
				X	16	2-2-4 N=6	2	3000 (HP)	20
				X	18	2-2-1 N=3	3	1000 (HP)	28
				X	18	2-2-3 N=5	4	2000 (HP)	27
12.0	864.5								
LEAN CLAY (CL) , gray, soft to medium stiff SANDY LEAN CLAY (CL) , brown, soft									
15.0	861.5	15		X	18	2-2-2 N=4	5	1000 (HP)	20
Boring Terminated at 15 Feet									

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic SPT Hammer

Advancement Method:
Solid Stem Auger

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

Elevations were provided by others.

Notes:

WATER LEVEL OBSERVATIONS

Groundwater not encountered



Boring Started: 12/8/2016

Boring Completed: 12/8/2016

Drill Rig: CME-550

Driller: JM

Project No.: 09165073

Exhibit: A-2

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 15135108 LOG 09165073 BORING LOGS.GPJ TERRACON2015.GDT 12/13/16

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

2nd

day of March

20 17

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

Now on this day the County Commission of the County of Boone, pursuant to its Chapter 100 Policy adopted in Commission Order 600-2010, does hereby receive and accept the recommendation from the Chapter 100 Review Panel to approve the Chapter 100 application from AOD-MO Holdings, LLC, an affiliate of Aurora Organic Dairy, for a 75% abatement for new real property investment for a term of 10 years and a 75% abatement for new personal property investment for a term of that personal property's class life or 10 years, whichever is shorter, with the property investment details set forth in the Application filed herein by AOD. The Commission will effectuate this Chapter 100 abatement approval in documents to be approved at a later time, to include leases, performance agreements, and such other documentation as recommended and approved by Gilmore & Bell, the County's bond counsel, and the County Counselor. Said documents will include the following:

- Employment targets which condition the full 75% abatement upon achieving agreed-upon targets of "qualifying jobs" (jobs which pay at or above the current county average wage), and a reduction to 50% abatement for falling beneath said targets, and a reduction to 0% abatement for not maintaining a minimum level of employment, approved by the County and agreed to by AOD on or before AOD's acquisition of the real property in Columbia, Missouri for the new facility;
- Evidence of good corporate citizenship through commitments for charitable giving consistent with its historical practices set forth in AOD's Application; and
- A company goal to hire appropriately qualified Boone County citizens who are disabled (to include the developmentally disabled and/or physically disabled).

The County Commission thanks the representatives from the impacted taxing entities (Boone County Family Resources, City of Columbia, Boone County, Columbia Public Schools, and the Boone County Library District) for their service on the Chapter 100 Review Panel in connection with this application.

Done this 2nd day of March, 2017.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

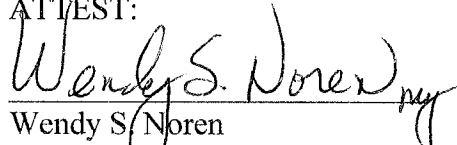
In the County Commission of said county, on the

day of

20

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

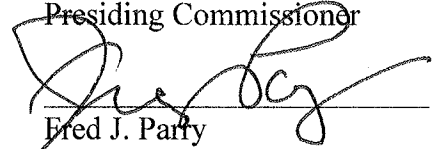
ATTEST:


Wendy S. Noren
Clerk of the County Commission



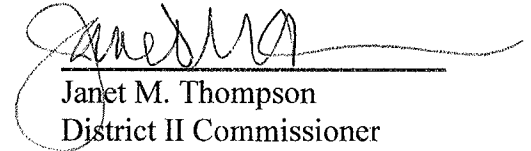
Daniel K. Atwill

Presiding Commissioner



Fred J. Parry

District I Commissioner



Janet M. Thompson

District II Commissioner



Regional Economic Development Inc.

Memorandum

DATE: FEBRUARY 22, 2017
TO: COMMISSIONERS OF THE COUNTY OF BOONE
FROM: REDI INCENTIVES SUBCOMMITTEE
RE: CHAPTER 100 BOND APPLICATION FROM AOD-MO HOLDINGS, LLC

Attached is the Chapter 100 Revenue Bond Application and supporting materials for AOD-MO Holdings, LLC. AOD-MO Holdings, LLC is an affiliate of Aurora Organic Dairy Corp., a leading producer and processor of store-brand organic milk and butter for U.S. retailers. AOD plans to purchase the 101.78 acre +/- Sutter Site from the City of Columbia and construct a state-of-the-art dairy processing plant. The overall project, along with real and personal property investments and job creation impacts, are further described in the application and accompanying materials.

As called for in the policy originally adopted by the Commissioners of the County of Boone in October 2005, representatives of the taxing districts impacted by the Chapter 100 Bond Application for the project site located on Waco Road met initially on February 7th with company officials and reviewed the project. The taxing district representatives then brought the application back to their respective boards for discussion and authority to vote at the second Taxing District Review Panel meeting. All five taxing district representatives voted unanimously at the February 21st meeting to forward the Chapter 100 Application to the County Commission for further action.

The application request is for 75 percent abatement for a period of ten years on Real Property, and 75 percent on Personal Property for the depreciable life of the property. The majority of the Personal Property identified in the application has a depreciable life of seven years. The project investment is expected to occur in two phases, with both phases included in the Chapter 100 request. Phase 1 investment will include the construction of the initial facility and is estimated at \$91 million in land, building, equipment and fixtures. Phase 2 will be an expansion of the facility and is estimated to include \$25 million in additional Real Property improvements, and \$25 million in Personal Property expenditures

for additional equipment. As identified in the Chapter 100 application, Phase 2 is scheduled to occur in the third year of operations.

Included with this memorandum are the Application Review Forms signed by the voting representative of each of the impacted taxing districts that recommend forwarding the application to the Boone County Commission at a 75 percent abatement level. As indicated in the Boone County Chapter 100 Policy, a project can be identified as a "critical or substantial benefit project" and qualify for additional flexibility. REDI staff, REDI Incentives Subcommittee Members, and the taxing districts identified this project as a "critical or substantial benefit project" due to the high levels of capital investment, the creation of a minimum of 130 new manufacturing jobs with average annual starting salaries in excess of \$42,000, the willingness of the company to employ a workforce reflective of our community demographics, including a 10% African-American workforce, and the opportunity to attract a company to Boone County that will partner with educational institutions and community organizations in ways described in both their application and attached letter. From the company perspective, a processing facility in Boone County would be their first processing facility outside the state of Colorado. The company will incur additional costs and risk by developing a specialized, capital-intensive facility in a new business location, and a 75 percent abatement level will help offset some of the costs and risk factors.

Estimated fiscal impacts to the taxing districts are included in this submission in spreadsheet format, and include a set of assumptions that are also outlined in the spreadsheet. For Personal Property, the Phase 1 estimates were prepared using the \$43 million of personal property identified in the application as having a seven year depreciable life. Phase 2 estimates were based on an additional \$25 million of investment in year three, with that equipment also assumed to have a seven year depreciable life.

In an effort to provide a conservative fiscal impact scenario to the taxing districts, the Real Property was valued at a market value of \$2.8 million, which represents the land value without the facility. As noted by the Boone County Assessor in the fiscal impact document, it would be a violation of the Uniform Standards of Professional Practice to render an opinion of value for the real property prior to reviewing detailed plans and specifications of this project. This method provides an estimated amount of new revenues to the taxing districts, without overstating the fiscal impact. In all likelihood, the revenues generated to each of the taxing districts will be greater, but can only be determined after the facility is constructed.

The infrastructure requirements for this project can be met by the City of Columbia. The Columbia Water and Light Department and Sewer Utility staff reviewed the initial water, electric and sewer infrastructure requirements for the proposed project and determined that they could meet the electric and water requirements for Phase 1 and Phase 2. The Phase 1 sewer requirements can be met with the existing infrastructure, and Phase 2 sewer requirements will be met through the City Council approved

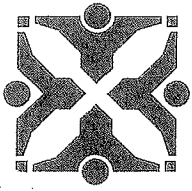
Upper Hinkson Creek Outfall Sewer Extension. City staff was involved in all phases of this project from completing the utility sections in the original Request for Information, to participating in the company site visit to the Sutter site, and in additional utility meetings between Aurora Organic Dairy technical team members and city staff. A letter from the City Manager and a letter from the Assistant Director of the Sewer Utility Division are attached.

The Aurora Organic Dairy project was a competitive project that utilized the services of the Missouri Partnership to coordinate the site selection and state incentive process. The Missouri Partnership conducted due diligence on the project in terms of obtaining financial reports, conducting web research, and asking additional questions in terms of a class action lawsuit filed against the company in prior years. The Missouri Partnership Senior Vice President and a REDI staff person also visited and toured the Platteville, Colorado, processing facility in September of 2016 and met with members of the Aurora Organic Dairy executive team. The Platteville, Colorado, facility is an impressive and automated facility that processes and packages milk, manufactures containers, and stores and ships milk from an automated cold storage warehouse. It should be noted that AOD provides store-brand organic milk for major U.S. retailers, and has had long-term relationships with the retailers.

The manufacturing jobs generated by this facility will be important to Boone County. Between 2003 and 2013, Boone County lost approximately 2,000 manufacturing jobs as manufacturing jobs decreased from 5,000 to 3,000. By the end of 2015, there were approximately 4,000 manufacturing jobs in Boone County, which is still 20% lower than in 2003. The 130+ jobs that are expected at this facility in the first five years pay above the Boone County average wage, and also provide a good benefits package for the employees.

As in all other Boone County Chapter 100 projects, the commercial surtax of \$.61 will be paid in full as a contribution or grant payment and the 75 percent abatement applies to the total tax levy less the commercial surtax.

REDI staff and the REDI Incentives Subcommittee would like to thank the management and representatives of each of the taxing districts for their service on the Chapter 100 Review Panel. We would also like to thank the various Boone County departments for their assistance in preparing this Chapter 100 Application submission to the Boone County Commission. We appreciate your consideration of this request.



CITY OF COLUMBIA, MISSOURI

OFFICE OF CITY MANAGER

February 22, 2017

Boone County Commission
c/o Presiding Commissioner Dan Atwill
801 East Walnut
Columbia, MO 65201

Dear Commissioners:

Pursuant to your request, I submit to you in writing confirmation of the City of Columbia's commitment and support of the Aurora Organic Dairy project to locate a processing facility on the Sutter site.

The City of Columbia has and will continue to have, sufficient electric, water and sewer infrastructure in place adjacent to the Sutter site to accommodate the needs of Aurora Organic Dairy based upon the estimates provided. City staff has been diligent and actively participatory in meetings with company representatives regarding utility capacities and costs, including site visits and additional follow up with AOD's technical representatives. The Sutter site is a Missouri Certified Site that has previously undergone Phase 1 review and has the necessary environmental, cultural and geotechnical reports as required by the Missouri Certified Site program.

City staff worked with Missouri Department of Transportation (MoDOT) and studied the intersection of Waco Road and State Route B and determined that the intersection warrants the installation of mast arm traffic signals and the modification of existing driveway access locations, and construction of raised islands and a pedestrian crosswalk as necessary for the safety and welfare of pedestrians; and, that such improvements be made in the public interest. In addition to Aurora, these improvements will benefit Kraft-Heinz, 3M, and other traffic in that area. Following the study and design approval by MoDOT, City Council approved and authorized the bid for the construction of the project at the February 6th meeting; the project will commence this summer.

Furthermore, City staff utilized the services of the Missouri Partnership and worked closely with State Department of Economic Development on site selection, state incentive process, and due diligence. The Missouri Partnership conducted due diligence on the project through obtainment of company research, financial reports, historical information and query of company representatives. Additionally, City staff participated in numerous site visits and meetings, both in Columbia, Missouri and Platteville, Colorado at their processing facility to further determine their financial capacity and commitment to build out the project as presented. Organic milk is a well-known commodity and Aurora has successfully met the needs of major

701 E. BROADWAY • P.O. BOX 6015 • COLUMBIA, MISSOURI 65205-6015

(573) 874-7214 • FAX (573) 442-8828 • TTY (800) 735-2966

WWW.GO-COLUMBIAMO.COM

retailers and the public for over a decade. By locating a second processing facility in Columbia, Missouri, Aurora will be able to accommodate the increased demand for organic dairy products across the U.S.

In closing, and on behalf of City Council, we appreciate your consideration of this project for Chapter 100 approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Matthes", with a long horizontal flourish extending to the right.

Michael Matthes, City Manager
City of Columbia

cc: Fred Parry, Boone County District I Commissioner
Janet Thompson, Boone County District II Commissioner



February 3, 2017

Bernie Andrews
Executive Vice President
Regional Economic Development, Inc.
500 East Walnut, Suite 102
Columbia, MO 65201

Re: Sanitary Sewer Capacity – Sutter Industrial Site

Dear Mr. Andrews:

This letter is intended to confirm the City of Columbia's sanitary sewer system has adequate capacity to serve the facility proposed at the Sutter Industrial Site. This has been conveyed repeatedly over time as different possible projects have been discussed. This site is intended to discharge to the Upper Hinkson Sewer, however, this sewer has not been constructed and may not be in service prior to the proposed development being complete and requiring discharge. The capacity of the Bear Creek Outfall sewer and the Columbia Regional Wastewater Treatment Facility has been evaluated and they have sufficient capacity to serve the initial phase of the proposed development. Included below is additional information on how this was determined.

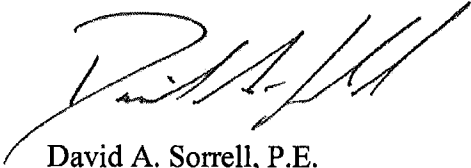
The facility proposed on the Sutter Industrial Site would discharge approximately 200,000 gallons per day to the existing Bear Creek Outfall sewer. The Bear Creek Outfall sewer has the capacity to convey approximately five million gallons per day. This is determined using requirements in the design guides included in the State Code of Regulations. City staff has evaluated the sewer under normal conditions and determined the flow is typically in the range of one half to two million gallons per day. The sewer has available capacity of up to approximately three million gallons per day. Based on the available capacity, the 200,000 gallon per day discharge will not have any negative impact to the sewer collection system under normal operating conditions.

The Columbia Regional Wastewater Treatment Facility currently has a permitted design capacity of 20.6 million gallons per day. The facility was recently expanded and the permit renewal for the expanded facility is currently being processed by the Missouri Department of Natural Resources. The new permit is expected to increase the rated capacity to 25.2 million gallons per day. The plant can process up to 72 million gallons per day during periods of high flow caused by rain water entering the system and should be able to process over 90 million gallons per day in the near future. The current average daily flow (calendar year 2016) is 15.7 million gallons per day. The proposed discharge of 200,000 gallons per day is less than one percent of both the plants rated capacity and the peak flow capacity. The facility proposed on the Sutter Industrial Site will be required to provide

pretreatment under current federal, state and local requirements and is not anticipated to have any negative impact on the wastewater treatment plant capacity or operations.

Should you have questions or would like to discuss, please contact me at 573-441-5530.

Sincerely,
COLUMBIA UTILITIES DEPARTMENT

A handwritten signature in black ink, appearing to read "David A. Sorrell". The signature is fluid and cursive, with a large initial "D" and "S".

David A. Sorrell, P.E.
Assistant Director

c: Tad Johnsen, Director
Erin Keys, P.E. Engineering Manager



February 22, 2017

Boone County Commission
c/o Presiding Commissioner Dan Atwill
801 East Walnut
Columbia, MO 65201

Re: *AOD-MO Holdings, LLC Chapter 100 Bonds Application Follow-up*

Dear Commissioners:

Aurora Organic Dairy, in consideration of approval of Chapter 100 Revenue Bonds, reinforces our commitment to the communities of Boone County, pending finalization of state and local incentives. Aurora Organic Dairy prides itself on being responsible corporate citizens and advancing community initiatives. Our corporate stewardship and company philosophy incorporates civic engagement, educational partnerships, diversity in workforce, and addressing poverty and health issues.

In Colorado, our company has participated in the community initiatives outlined below and we commit to enact the same policies at our new location in Boone County:

- Civic Engagement – Aurora employees will be encouraged to participate in community boards and commissions, and volunteer their time with organizations throughout the region.
- Educational Partnerships – Aurora is committed to work closely with Columbia Public Schools and other educational institutions to facilitate plant tours for students, internships, participation in local job fairs, scholarship programs and promote workforce development.
- Diversity in Workforce – Our hiring practices will be consistent with the demographics of the area, and in that, understand that there is a 10% target for African-Americans. We also understand that there may be opportunities to hire from the disabled workforce if they have the skills and qualifications for plant positions in which they apply, and we will work with the agencies REDI has identified in our process.
- Poverty and Health – Once operational, we will partner with The Food Bank of Central and Northeast Missouri which we understand serves 32 Missouri

1919 14th St., Suite 300, Boulder, Colorado 80302

February 22, 2017

Page 2

counties as an outlet for donated products produced at the Columbia facility. In the past our donations have been as much as 60k gallons of fluid milk thru our Colorado plant, and we would believe the same to be true once operational in Columbia, MO.

On behalf of Aurora Organic Dairy Corp. and AOD-MO Holdings, LLC, we look forward to joining the Columbia, Missouri community and the opportunities to work together.

Sincerely yours,

Gary Sebek, Chief Operating Officer
AOD-MO Holdings, LLC

cc: Marcus B. Peperzak, CEO
Scott McGinty, President
John Beutler, Vice President of Plant Operations

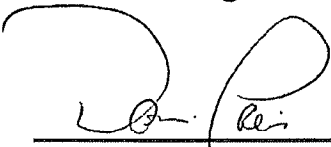
**County of Boone
Chapter 100 Revenue Bond
Application Review Form**

PROJECT: AOD-MO Holdings, LLC
LOCATION: Sutter Site, Columbia, MO 65202
DATE: February 21, 2017

PROCESS: *As prescribed in the Chapter 100 Policy for Boone County, Missouri, the Boone County Commission, in conjunction with REDI, will establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 Proposal, before any formal request is submitted to the County of Boone. After a review of the preliminary project information by the review panel, a majority vote of the review panel is required before the applicant submits a formal application to the Boone County Commission.*

Impacted Taxing District within Boone County: Columbia Public Schools

Name and Signature of Representative of Taxing District:



2/21/17

Darin Preis, School Board Member

Date

RECOMMENDATION: After having reviewed the Chapter 100 Revenue Bond Application submitted by AOD-MO Holdings, LLC, the Columbia Public Schools recommends the forwarding of the Application for 75% Abatement to the Boone County Commission for further review and action.

Yes

No

Abstain

NOTATION: Upon completion of this review, impacted taxing entities may also submit a response form projecting the impact of the proposed project on said taxing jurisdictions during the requested abatement period. This report will be a part of the Community Impact Statement submitted to the County Commission of the County of Boone as part of the final approval process.

**County of Boone
Chapter 100 Revenue Bond
Application Review Form**

PROJECT: AOD-MO Holdings, LLC
LOCATION: Sutter Site, Columbia, MO 65202
DATE: February 21, 2017

PROCESS: *As prescribed in the Chapter 100 Policy for Boone County, Missouri, the Boone County Commission, in conjunction with REDI, will establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 Proposal, before any formal request is submitted to the County of Boone. After a review of the preliminary project information by the review panel, a majority vote of the review panel is required before the applicant submits a formal application to the Boone County Commission.*

Impacted Taxing District within Boone County: BOONE COUNTY FAMILY RESOURCES

Name and Signature of Representative of Taxing District:

Robyn Kaufman

2/21/17

Robyn Kaufman, Executive Director

Date

RECOMMENDATION: After having reviewed the Chapter 100 Revenue Bond Application submitted by AOD-MO Holdings, LLC, the Boone County Family Resources recommends the forwarding of the Application for 75% Abatement to the Boone County Commission for further review and action.



Yes

No

Abstain

NOTATION: Upon completion of this review, impacted taxing entities may also submit a response form projecting the impact of the proposed project on said taxing jurisdictions during the requested abatement period. This report will be a part of the Community Impact Statement submitted to the County Commission of the County of Boone as part of the final approval process.

**County of Boone
Chapter 100 Revenue Bond
Application Review Form**

PROJECT: AOD-MO Holdings, LLC
LOCATION: Sutter Site, Columbia, MO 65202
DATE: February 21, 2017

PROCESS: *As prescribed in the Chapter 100 Policy for Boone County, Missouri, the Boone County Commission, in conjunction with REDI, will establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 Proposal, before any formal request is submitted to the County of Boone. After a review of the preliminary project information by the review panel, a majority vote of the review panel is required before the applicant submits a formal application to the Boone County Commission.*

Impacted Taxing District within Boone County: Boone County

Name and Signature of Representative of Taxing District:



2-21-17

Brian McCollum, Boone County Collector

Date

RECOMMENDATION: After having reviewed the Chapter 100 Revenue Bond Application submitted by AOD-MO Holdings, LLC, the **County of Boone** recommends the forwarding of the Application for 75% Abatement to the Boone County Commission for further review and action.

X **Yes**

_____ **No**

_____ **Abstain**

NOTATION: Upon completion of this review, impacted taxing entities may also submit a response form projecting the impact of the proposed project on said taxing jurisdictions during the requested abatement period. This report will be a part of the Community Impact Statement submitted to the County Commission of the County of Boone as part of the final approval process.

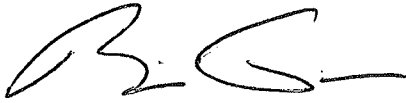
**County of Boone
Chapter 100 Revenue Bond
Application Review Form**

PROJECT: AOD-MO Holdings, LLC
LOCATION: Sutter Site, Columbia, MO 65202
DATE: February 21, 2017

PROCESS: *As prescribed in the Chapter 100 Policy for Boone County, Missouri, the Boone County Commission, in conjunction with REDI, will establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 Proposal, before any formal request is submitted to the County of Boone. After a review of the preliminary project information by the review panel, a majority vote of the review panel is required before the applicant submits a formal application to the Boone County Commission.*

Impacted Taxing District within Boone County: City of Columbia

Name and Signature of Representative of Taxing District:



21 FEBRUARY 2017

Brian Treece, Mayor

Date

RECOMMENDATION: After having reviewed the Chapter 100 Revenue Bond Application submitted by AOD-MO Holdings, LLC, the City of Columbia recommends the forwarding of the Application for 75% Abatement to the Boone County Commission for further review and action.

Yes

No

Abstain

NOTATION: Upon completion of this review, impacted taxing entities may also submit a response form projecting the impact of the proposed project on said taxing jurisdictions during the requested abatement period. This report will be a part of the Community Impact Statement submitted to the County Commission of the County of Boone as part of the final approval process.

**County of Boone
Chapter 100 Revenue Bond
Application Review Form**

PROJECT: AOD-MO Holdings, LLC
LOCATION: Sutter Site, Columbia, MO 65202
DATE: February 21, 2017

PROCESS: *As prescribed in the Chapter 100 Policy for Boone County, Missouri, the Boone County Commission, in conjunction with REDI, will establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 Proposal, before any formal request is submitted to the County of Boone. After a review of the preliminary project information by the review panel, a majority vote of the review panel is required before the applicant submits a formal application to the Boone County Commission.*

Impacted Taxing District within Boone County: BOONE COUNTY LIBRARY DISTRICT

Name and Signature of Representative of Taxing District:

Bill Young February 21, 2017

Bill Young, Board Member

Date

RECOMMENDATION: After having reviewed the Chapter 100 Revenue Bond Application submitted by AOD-MO Holdings, LLC, the **BOONE COUNTY LIBRARY DISTRICT** recommends the forwarding of the Application for 75% Abatement to the Boone County Commission for further review and action.

X **Yes** **No** **Abstain**

NOTATION: Upon completion of this review, impacted taxing entities may also submit a response form projecting the impact of the proposed project on said taxing jurisdictions during the requested abatement period. This report will be a part of the Community Impact Statement submitted to the County Commission of the County of Boone as part of the final approval process.



Regional Economic Development Inc.

**Chapter 100 Review Panel Meeting
Tuesday, February 7, 2017 – 3:30 p.m.
Columbia City Hall
701 E Broadway, Conference Room 1B**

Regional Economic Development Inc. (REDI) has received an application for the issuance of Chapter 100 Revenue Bonds. As specified in the County of Boone's Chapter 100 Policy, the Boone County Commission, in conjunction with REDI, must establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 proposal, before any formal request is submitted to the County of Boone.

The Chapter 100 Review Panel Meeting is planned for Tuesday, February 7, 2017, beginning at 3:30 p.m. at City of Columbia City Hall, 701 E Broadway, Conference Room 1B.

Members of the public may attend any open meeting. For requests for accommodations related to disability, please call (573) 441.5543. In order to assist staff in making the appropriate arrangements for your accommodation, please make your request as far in advance of the posted meeting dates as possible.



Regional Economic Development Inc.

Chapter 100 Taxing District Review Panel Contact Sheet

AOD – MO Holdings, LLC – Chapter 100 Project

Boone County

Brian McCollum, Boone County Collector
(573) 886.4285
BMcCollum@BooneCountyMO.org

Boone County Family Resources

Robyn Kaufman, Executive Director
(573) 874.1995 x 104
RKaufman@BCFR.org

Boone County Library District I

Bill Young, Board Member
(573) 777.2791
Bill.Young@Westminster_MO.edu

City of Columbia

Brian Treece, Mayor of Columbia
(573) 874.7222
Mayor@CoMo.gov

Columbia Public Schools

Darin Preis, School Board Member
(573) 443.8706 x1025
dpreis@cpsk12.org

REDI Board and Incentives Subcommittee

Dave Griggs, REDI Incentives Subcommittee Chair
(573) 489.4965
Dave_Griggs@carpetandtile.com

Matt Williams, REDI Incentives Subcommittee Member
(573) 441.2817
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Regional Economic Development Inc.

Chapter 100 Review Panel

IMPACTED TAXING JURISDICTIONS' MEETING

TUESDAY, FEBRUARY 7, 2017 – 3:30 P.M. – 5:00 P.M.

CITY OF COLUMBIA CITY HALL, 701 E BROADWAY, COLUMBIA, MO 65201
CONFERENCE ROOM 1B

BOONE COUNTY CHAPTER 100 APPLICATION REVIEW AOD-MO HOLDINGS, LLC

Agenda

- I. Call to Order.....Dave Griggs, Chair, REDI Incentives Subcommittee
- II. Introductions.....Dave Griggs
- III. Chapter 100 History, Key Points, General ProcessDave Griggs
- IV. Current Project ApplicationDave Griggs
 - a. Project Site Selection Process.....Subash Alias
Senior Vice President, Missouri Partnership
 - b. Collaboration Opportunities with MU.....Steve Wyatt
Vice Provost for Economic Development, University of Missouri
 - c. Project Presentation and Q&A.....AOD-MO Holdings, LLC

Continued



Regional Economic Development Inc.

- V. Estimated Fiscal Impacts
 - a. IMPLAN Economic Impact Analysis.....Ryan Milhollin
Agricultural Economist, University of Missouri
 - b. Estimated Taxing District ImpactsDave Griggs
- VI. Questions.....Taxing District Representatives
- VII. Next Steps and Next Meeting Date.....Dave Griggs
- VIII. Adjourn Meeting.....Dave Griggs

Chapter 100 Review Panel meeting – AOD-MO Holdings, LLC
February 7, 2017, 3:30 p.m.

Committee Attendees:

Brian Treece, Mayor, City of Columbia
Darin Preis, Columbia Public Schools Board Member
Robyn Kaufman, Boone County Family Resources
Bill Young, Boone County Library Board
Brian McCollum, Boone County Collector
Dave Griggs, REDI Incentives Subcommittee Chair
Matt Williams, REDI Incentives Subcommittee

Other:

Marc Peperzak, CEO, AOD-MO Holdings, LLC
Scott McGinty, President, AOD-MO Holdings, LLC
Gary Sebek, COO, AOD-MO Holdings, LLC
John Beutler, Vice President of Plant Operations, AOD-MO Holdings, LLC
Lee Sachnoff, Legal Counsel with the law firm of Kutak Rock
Ryan Milhollin, Commercial Agriculture Program, University of Missouri
Hannah McClure, Commercial Agriculture Program, University of Missouri
Steve Wyatt, Vice Provost for Economic Development, University of Missouri
Subash Alias, Missouri Partnership
Scott Dye, Socially Responsible Agriculture Program
Kurt Olsen, MO Department of Agriculture
Melissa Carr, Boone County Library
Sara Maslar-Donar, ABC 17
Alan Burdziak, Columbia Daily Tribune
Jim Smith, Daniel Boone Regional Library

REDI Board and Staff:

Stacey Button, REDI President
Bernie Andrews REDI Executive Vice President
Shannon Hance, REDI Executive Assistant

Meeting Minutes:

The meeting was called to order at 3:33 p.m. by Dave Griggs. Introductions were conducted. CEO Marc Peperzak introduced AOD-MO Holdings (hereafter referred to as AOD).

Chapter 100 History, Key Points, General Process:

Dave Griggs gave an overview and intent of today's Chapter 100 meeting, and directed participants to reference their information packets. He stated that the original Chapter 100 policy began in 2005 and has been amended three times since. In eleven years only three companies have applied and have been awarded Chapter 100 which includes ABC Laboratories, Kraft Heinz Co, and Dana Light Axle Products.

Chapter 100 is an economic development tool authorized by the State of Missouri. It is the tool in place for Boone County to offer incentives. It is not an indebtedness of the County. The County has no liability in the process. The policy calls for no abatement on any existing taxable property. The terms of abatement are set out in a Performance Agreement, for example, the company must create so many jobs at a certain rate per hour. Clawbacks will reduce or remove benefits if the terms of abatement are not made or kept.

The current project is sourced by the Missouri Partnership. Dave Griggs said that Subash Alias attended the meeting to represent the Partnership. He reported that this was a competitive project looking at many different States and cities in Missouri. The Sutter Site was proposed to the company. The company has submitted a Chapter 100 application through AOD. A second meeting will be held on February 21st at 3:30 p.m. at the REDI office to continue discussions and a possible call to vote. If passed, it will then go to the County Commission. The County Commission will do a first and second read.

Current Project Application:

Project Site Selection Process, Subash Alias, Senior Vice President, Missouri Partnership

Subash Alias with the Missouri Partnership says they work to bring companies into the State. The Missouri Partnership is a nonprofit economic development group focusing on business attraction. He presented a tutorial on site selection. The first thing companies do is consider an elimination process, and narrow down to a few sites. Then, the company will do site visits and final visits.

In 2012, AOD evaluated Missouri on their own. At the time, they decided to expand on their existing site in Platteville, CO. Subash Alias reports that it is rare to get a second opportunity with the same company.

A request for information came in January of 2016 and the Missouri Partnership produced real estate options of shovel ready sites, one being the Sutter Site in Columbia. Over the next couple of months, AOD did their due diligence on sites and Columbia learned that we were advanced to the site visit stage. The company visited the community on April 27, 2016, and toured a number of sites in Missouri. Several weeks later we were told that Columbia and one other community in Missouri were in their final site selection picks. The company requested labor availability and utility information. A local Missouri group was invited to Colorado on September 22, 2016, to make another round of presentations and tour the company's facility in Platteville.

On October 18, 2016, COO Gary Sebek reached out and said they were assuming Missouri is the final selected State and they had selected the Sutter Site. They had also secured land adjacent to their existing facility, as well. REDI and other local stakeholders fine-tuned the additional data for incentives for the final stages of this process.

Subash Alias said if Columbia was to win the project and complete both phases that this would be the highest capital project that the Missouri Partnership has ever worked on. He said this project matters because it creates jobs for the company, but it also creates construction jobs. Building a facility of this capacity would "cement" them into the community. He reported that he believes this is an amazing project and he is thrilled to be competing for it.

Darin Preis asked at what point in the process do the availability of Chapter 100 bonds become known as an option. Subash Alias said it would be at this level in the process; however, this option first came up at the site visit. Darin Preis asked if others in Missouri gave these types of bonds. Dave Griggs stated Chapter 100 is utilized statewide by local governments. There were no other questions for Subash Alias.

Collaboration Opportunities with MU, Steve Wyatt, Vice Provost for Economic Development, University of Missouri

Steve Wyatt with the University of Columbia said he works with Economic Development organizations like REDI and others within Kansas City and St. Louis. As a result of his position, he gets opportunities to see projects like this. He says this is a significant attraction project for the State of Missouri. Any community at the State would love to have this project and he feels that this would be a very big win for Columbia.

The monetary uniqueness of over \$90 million and as much as \$140 million dollars is at stake. He encouraged all present to look at the jobs it will create, not only in the company's investment, but also in the building of the facility. The company projects approximately 150 jobs with an average salary around \$42,000 which is significantly higher than the current Boone County average wage. He says as we continue to enhance the quality of life in our community that it is exciting when a company offers wages higher than average.

When looking at AOD that is looking to locate here there are a lot of opportunities for collaboration with the University of Missouri as the company moves forward. MU ranks number fifteen in the world for animal and plant science research with a concentration in dairy and food science and nutrition. In that particular area of study, students have different options and application experience. There is opportunity for collaboration in research and in the food industry. There are teaching opportunities and internships. To be able to offer students the opportunity to be so close to a large organic dairy processing facility would be a big bonus for the University. MU could also provide workforce opportunities for AOD, as well as legal, business and engineering workforce opportunities.

AOD brings to our community something that fits within our local expertise and it is a unique opportunity to collaborate. Mark Peperzac with AOD commented that they have planned to launch an internship program as early as this summer. Mayor Treece asked Mark Peperzac if they worked with Colorado State University by providing scholarships. Marc Peperzac stated they had done so in Ag based and farming fields. He could see that situationally changing to include Ag technologies, pasture grass and they would like to replicate some of those things here. AOD is a science based company. Steve Wyatt said that the University has experimental farms and there is an MU dairy farm approximately ten miles from Columbia. They operate a dairy farm research facility. Marc Peperzac said one of their farms in Colorado is dedicated to research. There were no further questions or comments for Steve Wyatt.

Project Presentation and Q&A, AOD-MO Holdings, LLC

Marc Peperzac said they started as dairy farmers in the 1970's. He clarified that AOD is not coming to Columbia to build a dairy farm, but to build a processing plant. Processing came to them late in the history of their business around 2003-2004. In that period of time he was introduced to the natural food industry and hooked up with a retail company and befriended partners. They created the organic dairy industry.

In 2002 they weren't making money because they were not being efficient. To solve the problem they began a manufacturing farm. They had to find ways to become efficient enough to offer affordable organic milk so they embarked upon a processing plant.

Quality is essential to them. They want their products to be better than everyone else and to have a long shelf life. They ship milk to New York City and it is as fresh there as anywhere else.

They built their first plant for \$18.5 million. There have been several additions and expansions and they have invested close to \$130-140 million.

In Columbia they plan to jump ahead immediately. They report that across the country that organic milk is in short supply so they are expanding their supply and capacity by building another facility. As they grow to capacity, they would like to have a supply of organic milk from closer facilities and from Missouri producers, if possible.

Darin Preis asked what it means to process milk. Marc Peperzac replied that it takes pasteurization and packaging, setting fat level and distributing. They are currently focused on half gallons and gallons and hope to expand to other sizes and offer other products like chocolate milk. They do not have their own brand. They are the packager and processor and provide milk to America. They are the leading producer and processor of private labels. Their competition is the brands, although they sometimes do work for brands. They have over 600 employees on their payroll, more than 100 crop farms. Their farms are currently located in Colorado and Texas. All of their products are ultra-pasteurized for longer shelf life. Corporate citizenship is important to them and they take care of their employees. They are a privately owned company. \$91 million is significant to them and it is meaningful to the company.

Mayor Treece asked how they are securing that debt. Marc Peperzac responded that they are securing it privately, not publicly trading. They have cash in the bank and open lines of credit more than that available. They have secured collateral, but they don't plan on using much of that. They plan on putting capital in the business. They estimate overall a \$200 million investment. Mayor Treece said that \$91 million is a big deal to Columbia, as well, and welcomed them.

Mayor Treece asked if they were seeking to acquire others or to be acquired. Marc Peperzac said they do not want to be acquired. They have been down those roads. Their partners are institutional investors. Their management team has ways to get out without having to sell business when they retire. They plan on being long-term and the company is here to stay.

Scott McGinty, President of AOD said one of the things that set AOD apart is the importance of streamlining their supply chain. He reported that organic often costs more at the store because of accumulation that goes into producing, the scale of production, fragmentation, and assembly of production. Adding other products like cheeses, yogurt, cottage cheese add cost. Integration plus private brand value equals choice for the consumer. They chose a few products, a few high volume customers, not many. They chose to consolidate those products.

They are very proud to say they have tens of thousands of acres. They continue to expand their reach of the organic culture. Marc Peperzac says this allows quality control and consistency. They all have the same highest standards for the same quality of production. Animal welfare is extremely important to their company. They have a strict, extensive program for animal welfare and animal welfare certified farms.

Scott McGinty says they have future hopes to achieve in the building in Columbia. Their current process took five to six investments to add new products and add new automation to make process more efficient. They have improved with every investment. They want to take the knowledge they have acquired along the way and put it into the Columbia site at the onset.

Mayor Treece asked the scale of investments and asked if Phase One and Phase Two are the same investment. Marc Peperzac said Phase One will have two receiving bays. Scott McGinty said they will process approximately 30,000 animal's worth of milk in Phase One and Phase Two. They handle about that much milk today in Colorado but it will take time to get there in Columbia. They will ramp up logically as they open up their second facility.

Mayor Treece asked what their vision is for this industry and if it was total organic percentage. Marc Peperzac said that fluid milk only represents about twenty percent of the market. They are about six to seven percent of the market.

Mayor Treece asked if they ever see a point where people don't distinguish between organic and non-organic. Marc Peperzac said that there is a cost differential. Non-organic milk is around half of the price of organic milk. Scott McGinty said the standard for lawful organic production requires years of investment. Darin Preis said he was shocked to hear the markup might be thirty percent as it becomes more of a universal design.

Scott McGinty showed a map and explained that Missouri is so interesting to them to expand in because of expanding crops, because it is the center of the country and they want to reach most of the market. They see the Interstate as valuable for moving milk. They like Columbia's value system and Strategic Plan. He explained their beliefs that organic businesses have more care about resources, integrity and being transparent. Marc Peperzac said it is more expensive to produce in the east. Scott McGinty hopes to commission this plant, to have construction completed by the end of 2018 and to begin food dairy processing. Phase One creates close to 100 jobs with an average salary over \$40,000.

Brian McCollum asked if the job pool would be local, or if they would be relocating individuals from Colorado. Scott McGinty said that by and large the workers would come from this community. He said that some training is critical and said they foresee about a ninety/ten ratio. They want to hire people in the community.

Mayor Treece asked if they have a rule of thumb on construction jobs. They responded that they would use local contractors not known at this time.

Estimated Fiscal Impacts:

IMPLAN Economic Impact Analysis, Ryan Milhollin, Agricultural Economist, University of Missouri

Ryan Milhollin who works for the University of Missouri Extension presented his analysis, included in the binder. He used IMPLAN program software to value the true economic impact in this community. He looked exclusively at dairy and the direct effects of capital investment and jobs. Indirect effects are suppliers, materials and services from other businesses. Induced effects include employees who spend money in the community. There would be a construction impact injecting capital into Columbia. He states this this impact of \$90 million into the economy has both direct and indirect effects. Based on

initial analysis, 842 jobs would be supported by injecting money in the project. \$151 million injected would be one time impacts. In Phase Two there would be economic impacts. Using Boone County and surrounding counties, approximately 481 jobs would be supported each year by this plant. Dave Griggs commented on the potential scope of what this capital investment does for our community.

Brian McCollum said the current Chapter 100 policy is fifty percent abatement. He asked why the company was asking for seventy-five percent. Dave Griggs said part of the State incentive package is dependent on the local package given. He said that there were three sites that AOD looked at in Missouri and they additionally looked at sites in five other states where this plant could be constructed. He said that in serious discussions that this number was felt to be critical to secure the project. He indicated that long term impact would be a return on the investment and the competitors within fifty miles of Columbia offered AOD free real estate.

Darin Preis asked if this was the first seventy-five percent abatement requested. Dave Griggs said that Kraft Heinz Co. also requested and received seventy-five percent abatement.

Estimated Taxing District Impacts, Dave Griggs

Dave Griggs read the disclaimer on the spreadsheet and said that the pages included in the packets were a working document. The company's application is included within packet and it lists the number of dollar investment in what tax class. It shows depreciated personal property numbers which are real as of today. If the company puts in additional equipment in, it is considered additional and not included in this abatement request. It was said that equipment will sometimes stay forty plus years. Dave Griggs said that residual values will be a taxable value. He said the personal property numbers are pretty solid. Taxes show the following categories: no Chapter 100 offered, fifty percent abatement, and seventy-five percent abatement. The numbers would stay same as long as the exact equipment was there assuming tax. There has been conversation with the assessor and the company. Because of the complexity of the plant, the assessor is reluctant to appraise without knowing true values. The spreadsheet shows an extremely conservative estimate. Ten year real property investment is based upon lowest numbers.

Questions from Taxing District Representatives:

Brian McCollum asked if Phase One is for land only and no improvement. Dave Griggs said this will be some place between the spreadsheet and full value. He shows the school district will net \$1.5 million after abatements.

Darin Preis asked what the trigger of Phase Two would be. Mark Peperzac said it would depend on the market rate.

Darin Preis asked if they were planning around a five year mark for Phase Two. Mark Peperzac said they were planning around year three. They are already designing parts of Phase Two assuming investing money.

Robyn Kaufmann asked what the Phase Two expansion entailed. Marc Peperzac responded there would be more capacity for fluid milk. Down the road they might look into other things like butter, etc., but are currently focusing on fluid milk.

Darin Preis said that the local community takes on cost and giving up potential tax revenue is a tradeoff. He says he is really supportive of this kind of arrangement because he doesn't feel like they are losing revenue in the end. There is an understanding of balance between local employees and attracting from surrounding areas. The unemployment rate is so low already it might drive up other wages and may bring in potential new students.

Dave Griggs said they are planning on drawing primarily from the existing labor pool. This has to work for the company and also for the taxing entities. He truly believes this does not add any burden to the school district. He thinks it may add positively to the school district, Partners in Education and the Career Center. He doesn't see a downside to the taxing entities. He understands that it is not as much tax revenue up front that we would like to get, but this property is a municipal property now and generates zero dollars in tax revenue today. Darin Preis says the City of Columbia took a lot of heat for the Sutter Site land, but thinks industrial land is great.

Brian McCollum asked if the seventy-five percent abatement number on report was negotiable. Dave Griggs said the company requested seventy-five percent abatement and the Incentives Subcommittee agreed on that number.

Brian McCollum asked if Phase Two happens within ten years if it would be ten years for Phase One and ten for Phase Two. It was clarified that the personal property in Phase Two would be abated for seven years, and the real property (building expansion) in Phase Two would be abated for ten years.

Mayor Treece asked if we had accepted every seventy-five percent abatement request. Dave Griggs said yes, only Kraft Heinz Co. requested seventy-five percent abatement and it was accepted. Kraft Heinz Co. was clarified as a retention project, not an attraction project.

Mayor Treece asked if the County had a policy on dollar volume. Dave Griggs said they are discussing revising the policy to include a set amount. Darin Preis asked in other words if it had to be an X amount of millions of dollars. Dave Griggs confirmed.

Mayor Treece commented that he likes this project. He thinks this package merits extraordinary abatement and that it will allow us to be selective in future.


Melissa Carr asked if the real estate is part of Phase One. Dave Griggs responded that eighty percent of the real estate is in Phase One.

Next Steps and Next Meeting Date:

Dave Griggs encouraged participants to feel free to ask any questions of the Company, him, REDI staff or the Chapter 100 subcommittee members before the next meeting date which is scheduled for February 21, 2017, at 3:30 p.m. at the REDI office. Bernie Andrews said that all documentation from the Chapter 100 meeting is available by email. Stacey Button requested that any taxing entities email their questions to Bernie Andrews who would respond to all taxing entities the answer to the questions asked.

Meeting adjourned at 4:59 p.m.





Regional Economic Development Inc.


Chapter 100 Review Panel Meeting

February 7, 2017, 3:30 p.m.

ATTRACT. EXPAND. GROW.

Chapter 100 History


- Incentives review timeline began in 2002
- Boone County Chapter 100 Policy adopted October, 2005
- Policy Amended in 2007, 2009, and 2011 to remain competitive for projects
- In 11 years, only 3 companies have applied for and been approved for Chapter 100
 - ABC Laboratories, Inc.
 - Kraft Heinz Co.
 - Dana Light Axle Products, LLC



Regional Economic Development Inc.

Some Key Points of Chapter 100

- Economic development tool – only way to receive personal property exemption
- Only tool in place in Boone County to compete
- Not indebtedness of county, limited liability of county
- No abatement on existing property
- Terms of abatement can be set in Performance Agreement, such as minimum job creation levels
- Clawbacks for failure to meet requirements



Regional Economic Development Inc.

Current Project Application and General Process

- Project was sourced by the Missouri Partnership, the statewide business recruitment organization
- This is a competitive project that considered multiple states and locations within Missouri
- Proposed site is the Sutter site, which is owned by the City of Columbia
- Chapter 100 Application received from AOD-MO Holdings, LLC
- Company will present project and answer questions



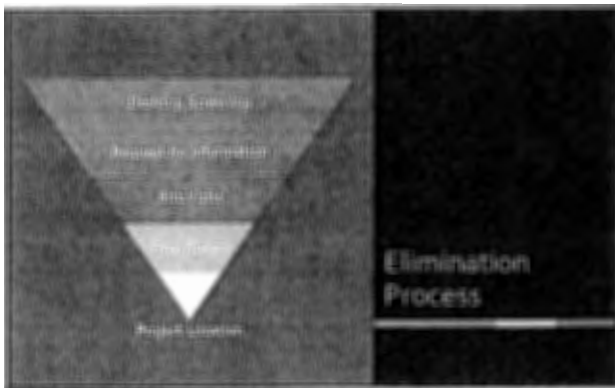
General Process

- First meeting February 7, 2017, of Review Panel to review application, assess community impacts, estimate fiscal impacts, ask questions
- Second meeting February 21st at 3:30 p.m. will be to continue discussion on project, and potentially vote on forwarding to County Commission for further consideration (majority vote required)
- County Commission makes decisions on issuance of the Chapter 100 Revenue Bonds

















Highest Capital Investment Projects*

Company	City	Year	Capital Investment
Novus Energy (Phase 1 and 2)	Columbia	2012/2013	\$225,000,000
CVS Distribution Center	Kansas City	2015	\$200,000,000
Carlisle Food Processing Plant	Jennett, Mo.	2015	\$100,000,000
Novus Energy (Phase 1 only)	Columbia	2012	\$95,000,000
Deere Learning/Mixed Wood	Joplin	2015	\$75,000,000
Boeing 787-900 Composite Manufacturing	St. Louis	2015	\$70,000,000

*Based on publicly available project data. All in \$ million. For Project Portfolio, see slide 20.





Chapter 100 Meeting

Marc Peperzak, Founder & CEO

Scott McGinty, President

Gary Sebek, Chief Operations Officer

John Beutler, VP of Plant Operations

February 7, 2017



Our Mission

To bring organic milk to mainstream America
with the highest quality and freshness,
more affordable pricing and
improved availability for consumers.

1976 2003 2004 2007 - present 2013 2015 - 2017



1976
Aurora Dairy Corp.
founded



2003
AOC committed to
100% organic



2004
Platteville Milk Plant built



2007 - present
Continued
expansion of dairy
farms



2013
Plant expansion
and Cold Storage
Facility construction



2015 - 2017
Exploration of
locations for
2nd milk plant



Our History

Aurora Organic Dairy – At-A-Glance

- Nearly 40 years of dairy farming experience
- Leading U.S. Producer and Processor of organic milk for the store-brand market
- 600+ employees
- Operator of organic dairy farms in Colorado and Texas
- State-of-the-art Processing Plant and Cold Storage Warehouse in Platteville, Colorado
- Ultra-pasteurized plant with half-gallon and gallon lines
- Product is sold in all 50 states through leading national and regional food retail store brands
- Strong commitment to corporate citizenship



Our Supply Chain

Our cow-to-carton supply chain drives corporate citizenship at every stage.

Our mission is to bring organic milk to mainstream America with the highest quality and freshness, more affordable pricing and improved availability for consumers.



Platteville, CO Milk Plant Overview

- Built in 2004, six major expansions since
- 24 / 7 / 365 operation with 3 shifts
- Employs nearly 200 people, from plant management, production and warehouse staff, to maintenance and lab technicians
 - \$42,000 average salary
- Two half-gallon fillers and one-gallon filler
- Cold storage warehouse built in 2013 with storage capacity of nearly 12,000 pallet positions
- Milk is shipped to customers' distribution centers nationwide
- SQF Level III Certified – 97% Score for Milk Quality
- State-of-the-art facility with sustainability features



Aurora Organic Farms*

- Company-owned dairy farms in Colorado and Texas
- 100% Organic certified
- Validus Certified for high standards of animal care
- ~ 30,500 mature dairy cows (~2,000 calves)
- ~ 15,500 certified organic pasture acres
- Dry cow and calf-raising facilities
- Commitment to Sustainability
 - Manure composted
 - Water recycled
 - Organic crop management
- We also source milk from some external farmers



Our Commitment to Corporate Citizenship

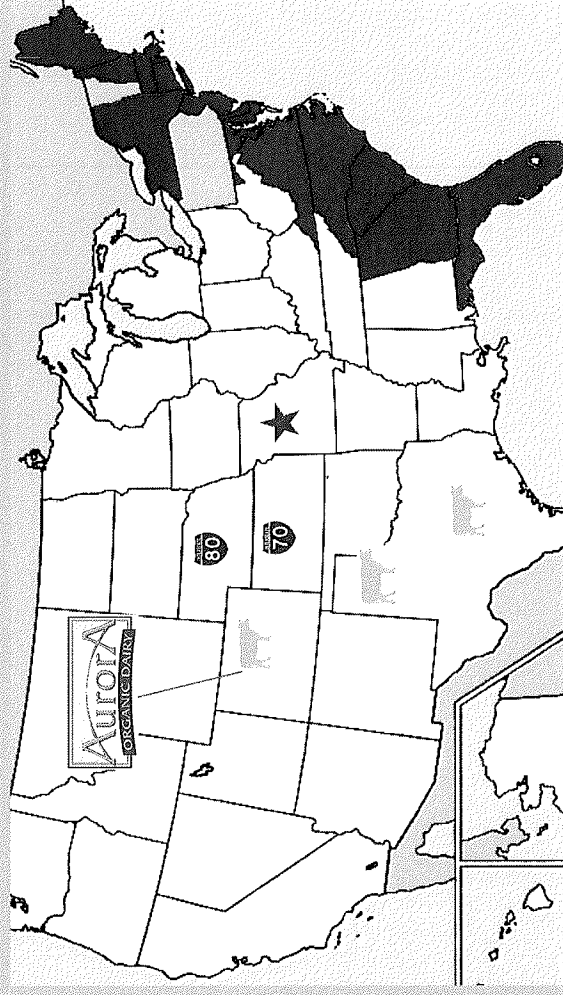
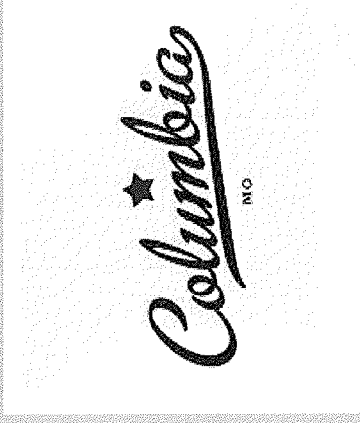
- Animal welfare is a top priority – all of our farms are third-party certified for the highest standards in animal care.
- We take care of our people and have goals in place to ensure safe work environments, competitive pay and excellent benefits.
- We track our impact on the environment, and set goals to make more efficient use of our natural resources.
- We are committed to organic agriculture and farming practices that protect the land, water and air.
- We support our local communities and contribute to the future of organic agriculture.
 - Product donations
 - Scholarship funding
 - Educational tours
 - Support of youth in agriculture & dairy science

Animals People Planet



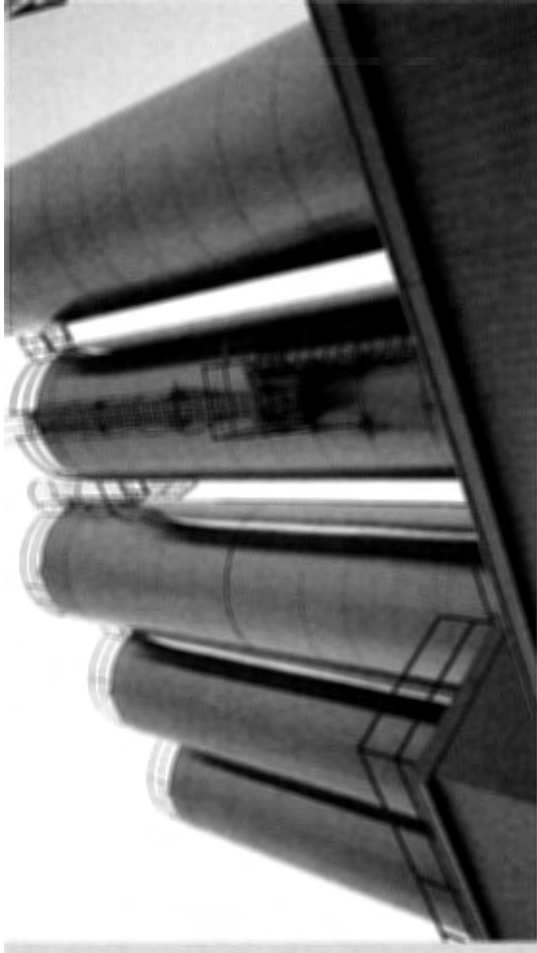
Why Columbia?

- Midway between our dairy farms and East Coast customers
- Geographic diversification
- Strategically located to maximize Interstate trucking lanes
- Manufacturing-friendly community
- Certified Plant site in proven business district
- Competitive economic incentives
- Good workforce



Plans for Columbia Processing Facility

- Operational in late-2018
 - Milk processing plant & cold storage facility
- Fluid Dairy processing & packaging, other dairy products TBD
- 24 / 7 / 365 operation
- Nearly 100 new jobs initially, ramping to ~150 jobs by year 3
 - Average salary = \$42,000
- Excellent benefits regardless of level in the organization
 - Medical & Dental insurance, paid time off, 401K with a company match, free organic milk, etc.
- Creating jobs & supporting local businesses – utilities, trucking & shipping, maintenance & repair, professional & administrative support





Aurora
ORGANIC DAIRY

Thank You!
Questions?

Economic Impact of the AOD-MO Holdings, LLC Milk Processing Plant

Ryan Milhollin and Hannah McClure
University of Missouri Extension



Methods and Terminology

- Objective of this research was to assess the economic impact of the proposed dairy product manufacturing plant in Columbia, Missouri.
- IMPLAN Pro software (<http://www.implan.com/>) was used to complete this economic impact analysis.

Types of Economic Impact

- **Direct effects** are directly created by the processing plant with its industry sales.
- **Indirect effects** accumulate when this processing plant purchases materials and services from other businesses.
- **Induced effects** accrue when employees and proprietors spend their household income within the economy.

Measures Discussed

- **Jobs** refers to the annual average of jobs supported. A job reported can be either full-time or part-time.
- **Value-added** represents the difference between industry sales and the cost of its intermediate expenditures. This measure includes employee compensation, proprietor income, taxes on production/imports and other property income such as corporate profits, net interest, dividends and rent. Additionally, value-added is often referred to as gross regional product (GRP).
- **Labor income** refers to employment income, which includes proprietor income and employee compensation, such as wages and benefits. It is included in the value-added classification.
- **Industry sales** represent the total value of industry production. Also called output.
- **Taxes** are also included in the value-added classification and displayed separately by state/local and federal taxes. This includes sales taxes, property taxes, motor vehicle licenses, severance taxes, social insurance taxes, corporate profits taxes, income taxes and other miscellaneous taxes.

Thank You!

Any Questions?

CHAPTER 100 REVENUE BOND TIMELINE

JULY - SEPTEMBER 2002

A Canadian auto parts manufacturer considered Columbia as a location for a new manufacturing operation that would employ 200 people. The company located in another Missouri community that offered incentives, but indicated that had city and county leaders been able to offer virtually any sort of incentive, the company would have chosen Columbia as their new location.

AUGUST 2002

REDI received a Request For Information (RFI) from a consulting firm on Project Rain. Project Rain was a \$125,000,000 pharmaceutical manufacturing project that would employ 240 people, with more than 95 of the positions requiring college degrees. Columbia was only one of four cities in Missouri to receive the RFI and met all key objectives except "an incentive package responsive to Project RAIN's level of investment, quality of jobs, project specific needs and growth". Columbia was immediately eliminated from consideration due to our "no incentive" position.

FALL 2002

A national real estate brokerage firm asked REDI to provide information on suitable sites for a \$100,000,000 pharmaceutical operation. Although Columbia was eliminated from consideration, the request further reinforced that Columbia has garnered some attention as a potential location for large life science related projects.

NOVEMBER 2002

REDI Chair Dave Griggs convened a REDI Board Retreat to discuss the issue of incentives and educate the Board on what incentive programs are available in Missouri and which communities use them. The retreat attendees heard presentations from economic developers from other Missouri communities and a Kansas City law firm that specializes in incentive programs. As a result of the retreat, a REDI Incentives Subcommittee formed to study the various incentive options and make a determination whether any of these programs may be helpful to Columbia/Boone County's economic development efforts.

DECEMBER 2002 - DECEMBER 2003

Incentives Subcommittee members Dave Griggs, Charlie Digges, Jr., Paul Land, Richard Mendenhall and Joe Moseley, as well as REDI staff, met to discuss incentive issues. The committee looked at Enterprise Zones, Tax Increment Financing (TIF), Chapter 353 Tax Abatement, Chapter 100 Revenue Bonds and other incentive options as allowed by Missouri State Statutes.

MAY 2003

The City of Columbia released the findings of a citizen survey that asked a variety of questions. When asked about incentives, 65 percent of Columbia residents said they were either very supportive or somewhat supportive of using incentives to attract new businesses or to retain existing business.

DECEMBER 2003

The REDI Board received the Incentives White Paper from the Incentives Subcommittee. The recommendation from the subcommittee was that Chapter 100 Revenue Bonds were a good fit for Columbia/Boone County for reasons outlined in the Incentives White Paper. The REDI Board approved the Incentives White Paper and recommended that the Incentives Subcommittee present the paper to the Columbia Public Schools, City of Columbia and County of Boone. The proposal was also shared with selected plant managers of existing area manufacturing firms. Overall, plant managers were favorable of the program, and some felt that their company would possibly utilize the program to better compete for expansion opportunities within their corporations.

DECEMBER 2003

The Incentives White Paper was presented to the Boone County Commissioners in a work session. The Commission recommended that REDI forward the document to the City and the school system for review.

FEBRUARY 2004

The Incentives White Paper was presented to Columbia City Council in a work session. The Council recommended that REDI forward the document to the school system for review.

MAY 2004

The Incentives White Paper was presented to Columbia Board of Education.

AUGUST 2004

The REDI Incentives Subcommittee reviewed written Chapter 100 Revenue Bond policies from other Missouri communities including St. Louis, Kansas City, Platte County, Liberty, Warrensburg, Lincoln County and Clay County. The Incentives Subcommittee compiled a draft policy integrating the best aspects of those policies.

SEPTEMBER 2004

A first draft of the Chapter 100 Revenue Bond Policy was submitted to the Incentives Review Team, which included representatives of the taxing jurisdictions. The policy was discussed at a meeting that included all the representatives of the Incentives Review Team. Several changes to the policy were recommended.

OCTOBER 2004

After making changes discussed by the Incentives Review Team, REDI retained the services of Bond Counsel Nancy Lear of Gilmore and Bell, LLC to review the policy. After the policy was reviewed, it was again shared with the representatives of the Incentives Review Team and additional comments were solicited. Comments were received from one of the taxing jurisdictions, and those comments were incorporated into the policy. When no other comments were received from the other communities or taxing entities, the Incentives Subcommittee presented the Chapter 100 Revenue Bond Policy and Application to the REDI Board.

NOVEMBER 2004

The REDI Board of Directors reviewed and approved the Chapter 100 Revenue Bond Policy and Application and directed the REDI staff and REDI Incentives Review Team to present the policy to the Boone County Commission and the various cities in Boone County. Members of the Incentives Subcommittee presented the policy to the Boone County Commission at a work session.

DECEMBER 2004

Members of the REDI Incentives Subcommittee and REDI staff presented the Chapter 100 Revenue Bond Policy and Application to the Centralia Board of Alderman and the Centralia R-VI School Board.

JANUARY 2005

In three separate presentations, members of the REDI Incentives Subcommittee and REDI staff presented the Chapter 100 Revenue Bond Policy and Application to the Ashland Board of Alderman, the Hallsville Board of Alderman and the Ashland School Board, Southern Boone County Fire Protection District and other taxing entities. At a later meeting, the Centralia Board of Alderman approved the Chapter 100 Revenue Bond Policy.

MARCH 2005

After a 2-2 vote by the Hallsville Board of Alderman, the Hallsville mayor broke the tie with a "no" vote. Therefore, the Chapter 100 Revenue Bond Policy was not approved in Hallsville. The Ashland Board of Alderman voted unanimously in favor of the Chapter 100 Revenue Bond Policy. The Boone County Commission heard a first read of the Chapter 100 Revenue Bond Policy at a regularly scheduled commission meeting. The REDI Incentives Subcommittee Chair indicated that the only change from prior policies is that the word "PILOT" was removed from the policy and replaced with "grant payments", as the wording affects the school funding formula. Following discussion with REDI Incentives Subcommittee members, REDI staff and a member of the Columbia School Board, the commission spoke in favor of the policy but postponed a second reading until after the Columbia City Council considers the policy.

JUNE 2005

Members of the REDI Incentives Subcommittee and REDI staff met with the Boone County Commission in a regularly scheduled work session to discuss changing the county's Chapter 100 Revenue Bond proposal to include retention/expansion project only.

JULY 2005

A revised version of the Chapter 100 Revenue Bond Policy, which included the retention/expansion language, was read (first reading) and discussed by the Boone County Commission at a regularly scheduled meeting. At the REDI Board of Directors meeting, Co-Chair Dave Griggs gave a final report to the board, indicating that the research completed by the Incentives Subcommittee shows that Chapter 100 Revenue Bonds are the recommended incentive tool, should the governing bodies chose to implement them, for Columbia and Boone County. The board voted to forward the Chapter 100 Revenue Bond Policy to the Columbia City Council and Boone County Commission.

INCENTIVES WHITE PAPER

A Report from the REDI Incentives Sub-Committee

December 10, 2003

BACKGROUND

Traditionally, Columbia and Boone County have maintained a “no incentives” policy regarding economic development. Since the formation of REDI 15 years ago, that approach has worked relatively well. However, in 2002, Columbia/Boone County lost a desirable project – and approximately 200 jobs – to St. Joseph, Missouri. After the company announced their decision to locate in St. Joseph, they added that had city and county leaders here been able to offer some sort of incentive, the company would have chosen the Columbia/Boone County area as home to their manufacturing plant.

In an effort to better understand the incentives that companies look for, and how they could be used in Columbia and Boone County, REDI Board Chair Dave Griggs called a Board Retreat in the fall of 2002. Richard A. King of King Hershey Law Firm attended the retreat and gave a presentation on incentives. As a result of the retreat, a REDI Incentives Sub-committee formed to study the possible incentives that Columbia and Boone County leaders could utilize in future projects. Members of the sub-committee are:

Charlie Digges, Jr.	Dave Griggs	Paul Land
Richard Mendenhall	Joe Moseley	

In May 2003, the City of Columbia released the findings of a citizen survey that asked a variety of questions. In particular, citizens responded to two questions regarding economic development and using incentives to attract new businesses to the area. Questions and answers are as follows:

In general, how do you think the City’s efforts to promote economic development in the community should change over the next five years?

Much greater	16.9%
Somewhat greater	37.5%
Stay the same	25.5%
Reduced	3.3%
Don’t know	16.7%

In general, how supportive are you of having the city use incentives to attract new businesses and the expansion of existing business in Columbia?

Very supportive	27.2%
Somewhat	38.5%

Not sure	20.7%
Not supportive	13.6%

Fifty-four percent of the respondents indicated that efforts to promote economic development should be somewhat greater or much greater. Also, more than 65 percent of the citizens surveyed agreed that the city should use incentives to attract new businesses and help facilitate the expansion of existing businesses. While the survey showed significant support for incentive use, it did not set parameters as to what companies or types of projects would be eligible for the incentives. The purpose of this proposed incentive use plan is to establish parameters for incentive use and to help REDI:

- Encourage Columbia area businesses to continue to invest here,
- Attract investment from desirable companies,
- Retain and expand existing employer base, and
- Create new jobs.

HISTORY OF INCENTIVES

Municipalities have several tools available to them in order to meet the above goals and to remain competitive in an ever-changing business world. While the Missouri constitution prohibits the use of public funds for private purposes, an amendment passed in 1962 that allows for tax abatement for redevelopment to eliminate obsolete, decayed, or blighted areas. Most incentives used today are derived from that 1962 amendment.

Three tools this sub-committee took under consideration all related to the abatement or diversion of a *portion* of the *increased* property tax revenue for new or existing companies considering an expansion. Existing tools, set in place by the State of Missouri, that the City or County could use to implement tax incentives are:

- TIF (Tax Increment Financing),
- Chapter 353 Tax Abatement, and
- Chapter 100 Revenue Bonds.

TIF (TAX INCREMENT FINANCING)¹

Municipalities can only spend public funds for public purposes. If the costs to be funded are public improvements – such as roads, traffic signals or utilities – then the municipality has a variety of options as to how to finance those public improvements. If the costs to be funded are not public improvements – such as land acquisition costs or site development costs – then public funds can be used to finance those costs only if the governing body of the municipality finds that the site is a "blighted area" or a "conservation area," as

¹ Source: Gillmore and Bell, Attorneys at Law and Missouri Department of Economic Development

defined under Missouri law. TIF is a statutory procedure available to municipalities to encourage the redevelopment of these areas.

The Missouri TIF law authorizes the governing body of a municipality to adopt a redevelopment plan providing for the redevelopment of a designated area and to use TIF to fund the costs of redevelopment projects in the designated area. TIF involves the issuance of bonds or other obligations that are secured by a pledge of payments, in lieu of taxes, attributable to the increase in assessed valuation of taxable real property within the designated area resulting from redevelopment improvements, as well as a portion of the incremental sales taxes generated within the redevelopment area.

The theory of TIF is that by encouraging redevelopment projects, the value of real property in a redevelopment area should increase. When a TIF plan is adopted, the assessed value of real property in the redevelopment area is frozen for tax purposes at the current base level prior to construction of improvements. The owner of the property continues to pay property taxes at this base level. As the property is improved, the assessed value of real property in the redevelopment area increases above the base level. By applying the tax rate of all taxing districts having taxing power within the redevelopment area to the increase in assessed valuation of the improved property over the base level, a "tax increment" is produced. The tax increments, referred to as "payments in lieu of taxes," (PILOTS) are paid by the owner of the property in the same manner as regular property taxes. The PILOTS are transferred by the collecting agency to the treasurer of the municipality and deposited in a special allocation fund. In addition the county and city transfer 50% of all incremental sales and utility tax revenues to the treasurer of the municipality for deposit into the special allocation fund. All or a portion of the moneys in the fund can then be used to pay directly for redevelopment project costs or to retire bonds or other obligations issued to pay such costs.

The net effect of TIF is to permit a developer to use a portion of property taxes that otherwise would be paid on the completed project to repay all or a portion of the development costs, thereby reducing the net annual debt service on the completed project (and thus increasing the rate of return on the project). In this manner, future tax increases are not abated, but rather are used to fund costs of the project.

As defined by state statutes, eligible applicants include commercial or industrial redevelopment projects that create net new local taxes. Most TIF projects in Missouri have been for retail projects, such as the Galleria Shopping Center in St. Louis County. The project must demonstrate that a subsidy is required to make the project feasible. Redevelopment project costs include the costs of studies, surveys, plans and specifications, land acquisition, land preparation, professional service costs and fees, and construction costs of both public

and private improvements. Most TIF projects involve the development of public infrastructure to support a project, however, redevelopment of buildings is also typical.

If TIF is approved, a development agreement is executed, which may include specific expectations by the developer. The approved project's costs may be funded either by the issuance of revenue bonds (paid from the TIF increments) or other loans. In any event, the developer will typically either guarantee the loan or purchase the bonds. The developer may also fund the approved project costs and be reimbursed from the increments over an approved time period.

CHAPTER 353 TAX ABATEMENT²

Under Chapter 353 of the Revised Statutes of Missouri, real property tax abatement is available within "blighted areas". An urban redevelopment corporation is created under the general corporations laws of Missouri and, once created, it has the power to operate one or more redevelopment projects pursuant to a city-approved redevelopment plan.

The corporation must take title to the property to be redeveloped. Tax abatement is then available for a period of 25 years. During the first 10 years, 100% of the incremental real property taxes may be abated. During the next 15 years, up to 50% of the incremental real property taxes may be abated. Thus, the city may approve a redevelopment plan that provides for tax abatement for up to 25 years.

PILOTS may be imposed on the urban redevelopment corporation by contract with the city. Payments are made on an annual basis to replace all or part of the real estate taxes that are abated. Payments must be allocated to each taxing district according to their proportionate share of ad valorem property taxes.

As defined by state statutes, tax abatement under the Urban Redevelopment Corporation Law is only extended to real property that has been found to be a "blighted area" by the city. For purpose of 353 tax abatement, the term "blighted area" is defined as: *That portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration, have become economic and social liabilities, and such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes.* Real property may be property found to be blighted even though it contains improvements, which by themselves do not constitute blight. Tax abatement may also be extended to a tract of real property, which by itself does not meet the definition of a blighted area if such tract is necessary to the redevelopment project and the area on the whole constitutes a blighted area.

² Source: Gillmore and Bell, Attorneys at Law and Missouri Department of Economic Development

The Urban Redevelopment Corporation must carefully plan when it takes title to real property to ensure that it maximizes the benefits of 353 tax abatement. The "25 years" starts to run as soon as the Urban Redevelopment Corporation takes title. Unless the current improvements on the real property have a significant assessed value, the Urban Redevelopment Corporation should not take title to the real property until the improvements to be made under the redevelopment project are completed. Until that time, title to the real property may be held by a related entity. The Urban Redevelopment Corporation may exercise the power of eminent domain to acquire any interest in any real property that is necessary to the development plan, provided that the city has granted the power of eminent domain to the corporation.

CHAPTER 100 REVENUE BONDS³

Municipalities are authorized, pursuant to Sections 100.010 to 100.200 of the Missouri Revised Statutes, to issue industrial development bonds (IDBs) to finance industrial development projects for private corporations, partnerships and individuals. The types of projects that can be financed with IDBs include the costs of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, services facilities which provide interstate commerce and industrial plants. The Missouri Constitution also authorizes such bonds to be issued for other types of commercial facilities. In connection with such projects, the bond proceeds may be used to finance land, buildings, fixtures and machinery.

There are two primary reasons to issue IDBs. First, if the bonds are tax-exempt, it may be possible to issue the bonds at lower interest rates than those obtained through conventional financing. Second, even if the bonds are not tax-exempt, ad valorem taxes on bond-financed property may be abated so long as the bonds are outstanding. Such tax abatement may result in a significant financial benefit to a company.

IDBs issued by a municipality do not require voter approval and are payable solely from revenues received from the project. The municipality applies the proceeds from the sale of the bonds to purchase, construct, improve or equip a warehouse, distribution or industrial facility. In exchange, the company promises to make payments that are sufficient to pay the principal and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

The municipality and the company may determine that partial tax abatement -- but not full tax abatement -- is desirable. For instance, if bonds are issued to finance both real and personal property, but the municipality determines that tax abatement on the personal property is not appropriate, the company may agree to make PILOTS to the city or county under a grant agreement. The amount of PILOTS is negotiable; it could be an amount equal to the personal property taxes that would otherwise be assessed against the personal property if

³ Source: Gillmore and Bell, Attorneys at Law and Missouri Department of Economic Development

the project was not otherwise exempt from taxation, or it could be any other amount. In any event, the PILOTS would be payable by December 31 of each year, and would be distributed to the municipality and to each political subdivision in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

In a typical IDB transaction, the company will convey to the municipality fee simple title to the site on which the industrial development project will be located (the municipality must be the legal owner of the property while the bonds are outstanding in order for the property to be eligible for tax abatement). At the same time, the municipality will lease the project site, together with all improvements thereon (including the project), back to the company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the proceeds of the bonds to purchase and construct the project. The company will be unconditionally obligated to make payments in amounts that will be sufficient to pay principal and interest on the bonds as they become due. Pursuant to a trust indenture, the municipality will assign to the trustee, for the benefit of the bondowners, its right to receive rental payments from the company under the lease agreement.

Revenue bonds do not require a public vote and do not have the general credit of the city as a guarantee. Since revenue bonds are merely a “pass through” (as the bonds are sold on the basis of the company’s credit), there are four reasons that Chapter 100 Revenue Bonds may be a benefit:

- The interest received by the bondholders may be exempt from federal and state income taxes, if the project is eligible,
- Real estate of other assets may be exempt from some or all property taxes if structured as a lease to the company,
- The company may desire an “off-balance sheet” lease structure, with the city/county owning the facility. The lease could be structured as an “operating” lease under generally accepted accounting standards, and
- If the city/county owns the facility and purchases the building materials, the building material would likely be exempt from state and local sales taxes.

Any municipality proposing a Chapter 100 project for development shall first, by majority vote of the governing body of the city or county, approve the plan for the project. The plans should include the following information pertaining to the proposed project:

- A description of the project,
- An estimate of the cost of the project,

- A statement of the source of funds to be expended for the project,
- A statement of the terms upon which the facilities to be provided by the project are to be leased or otherwise disposed of by the municipality, and
- Such other information necessary to meet the requirements of sections 100.010 to 100.200.

INCENTIVES SUMMARY

In summation, Mr. King stated that no city or county would stand to lose anything by implementing any of these incentive tools, in that the current tax base can be preserved and new development stimulated with any of these tools. The sub-committee feels strongly that any incentive used or offered should not have a negative impact on the current tax revenue or taxing entity. The incentives proposed in this paper only *defer*, for a defined period of time, future tax revenues in projects that benefit Columbia and Boone County.

Based upon these available tools, the sub-committee recommends that currently, the best incentive “fit” for Columbia and Boone County is Chapter 100 Revenue Bonds. These bonds are true incentives to the types of companies that REDI works with and have been used in many high-profile location projects in the state of Missouri in the last several years. Unlike Chapter 100 Revenue Bonds, TIF and Chapter 353 both require blight. While REDI’s present inventory of developable sites do not contain a blighted area, future projects may consider blighted property and would be well-served by Chapter 353 or TIF incentives.

COLUMBIA/BOONE COUNTY CRITERIA FOR INCENTIVES

First, the REDI Incentives Sub-committee studied recent Kansas City and Platte County, Missouri policies, which clearly outline a Chapter 100-based incentive program. These types of incentives are feasible and demanded by the types of projects REDI works with. The main difference between their (Kansas City and Platte County) programs, and the ones outlined in this document is that this sub-committee raised the minimum investment criteria. The minimum amount of Chapter 100 Revenue Bond issuance for an existing business is suggested at \$7.5 million versus \$15 million for a new business to the city or county.

On average, REDI works with approximately 100 valid prospects each year. Using the parameters suggested by this committee and the nature of previous prospects, REDI staff projects that less than ten percent of all prospective companies might meet the minimum criteria for the incentives proposed in this plan, in any given fiscal year.

New or existing companies must meet certain criteria to be considered for Chapter 100 Revenue Bonds, Chapter 353, and TIF. In addition to requirements laid out in the Missouri State Statutes, other factors to be considered include how much investment the company plans to make in the community and the net positive

impact to the tax base, as well as the overall economic impact of the project. Taken from the Kansas City and Platte County documents, the following statements could be used by City of Columbia and Boone County leaders as additional criteria to adopt an incentive policy:

- Substantial increase in job creation and/or retention of a substantial number of existing employees,
- Real and personal property investment,
- Average wages of present/future employees,
- Financial strength of the business,
- Potential for future expansion,
- General environmental impact on the area, and
- Evidence of the need for the Chapter 100 Bond in recruitment projects (i.e., a “but for” that demonstrates competition from another state and/or city).

It is important to note the need for incentives among our existing industries. For example, Columbia and Boone County are home to many branch manufacturing plants. For a branch plant to increase their product line, therefore invest more in the community and employ more Mid-Missourians, the local plant must compete with other facilities within their company for expansion opportunities. Our local plant must prove that it's competitive; that it's the lowest-cost choice for an expansion project. All of Columbia's branch plants face these challenges. If REDI can offer incentive tools to existing businesses as they compete within their own company for projects, it will result in more jobs and an increased tax base for companies that have already proven themselves as good corporate citizens and stable employers for local residents.

WHY IS THERE A NEED FOR AN INCENTIVES POLICY?

A very short amount of time elapses from the time a company contacts REDI for information regarding available site and/or buildings and incentives and the time the company makes a decision as to where to locate a multi-million dollar facility. If parameters are set and a program is in place, REDI staff, after asking just a few questions of the prospect, will know whether or not the company qualifies for Columbia/Boone County's available incentives. The time to consider incentives is not when a prospect is waiting for an answer. If there is an established policy in place, REDI staff will have the ability to answer the prospect's questions quickly and effectively. Even with a policy in place, each individual project request to use incentives would still require approval by the appropriate public entity.

WHAT ARE THE NEXT STEPS?

The role of the Incentives Sub-committee has been to review the use of incentives in local economic development efforts. After a review of incentive use in other Missouri communities, and after a review of

existing incentive programs allowed by Missouri statutes, the sub-committee has determined that there are cases where the use of incentives to attract or retain quality employers is warranted. In addition, there will be future projects that will be deemed to be a good fit for the Columbia area that will request incentives. A response of “absolutely no incentives” will more than likely portray a lack of interest in obtaining the project, and could hamper efforts to attract some of the larger capital-intensive life science and technology driven projects. A written policy on the use of incentives will allow REDI to respond quickly and professionally if a company does not meet the thresholds, and to compete for quality projects that do meet the thresholds.

REDI has no authority to implement an incentive program. The incentives suggested in this document require approval by the City of Columbia and/or Boone County and other affected taxing entities such as school districts, fire protection districts, and library boards.

The purpose of this document is to encourage the cities, counties, and taxing jurisdictions to discuss whether they will support the use of incentives for economic development efforts in certain projects that meet the qualifying standards. If the City of Columbia and the effected taxing jurisdictions feel that there may be cases where incentives would benefit the community, the incentive subcommittee would suggest the creation of a written policy and formulation of basic guidelines by a group that includes representation of each of the entities. The written policy and guidelines will then be presented to each of the groups for approval.

If Columbia and Boone County, along with the taxing jurisdictions, are able to articulate an incentive policy, this will allow REDI staff to discuss possible incentives with projects that are deemed to be a good fit for our area, and allow them to clearly state that no incentives are available for projects that do not meet the agreed upon guidelines. Even if a project is deemed eligible, the governing body must still approve the incentive on a per project basis.

There are numerous economic opportunities for Columbia and Boone County. REDI staff is fortunate to have a long list of local assets to use in their marketing material and the incentives suggested in this document will only add to that list. The REDI Incentives Sub-committee asks that the school districts and other taxing jurisdictions, as well as the Columbia City Council and the Boone County Commission, take into serious consideration the economic development tools given to municipalities by state statutes, and the positive impact they can have on the future of Columbia and Boone County. The sub-committee requests that the REDI Board review and endorse this proposal, then present it to city, county, and taxing jurisdiction for approval to ensure the economic vitality of Columbia and Boone County for future generations.



GILMORE BELL

GILMORE & BELL, PC



MEDC

Missouri Economic
Development Council

Chapter 100 Bonds

November 6, 2008

Jim Caldwell
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2405 Grand, Suite 1100
Kansas City, Missouri 64108
Phone: (816) 221-1000

Chapter 100 Bonds

- Bonds issued by cities/towns/villages and counties under Sections 100.010 to 100.200 for industrial development purposes
- General Obligation Bonds:
 - Secured by full faith and credit and taxing power of issuer
 - Amount limited to 10% of assessed valuation
 - Requires 2/3rds voter approval
 - 20-year term limit

Chapter 100 Bonds

► Revenue Bonds:

- Payable solely from revenues received from the project being financed
- Not indebtedness of issuer; limited liability
- Amount not limited by assessed valuation
- Does not require voter approval
- Term not limited by law

Chapter 100 Bonds

► Types of Projects that can be financed:

- Industrial plants
- Warehouses and distribution facilities
- Research and development facilities
- Agricultural processing industries
- Service facilities which provide interstate commerce
- Commercial facilities
- Office industry

Chapter 100 Bonds

➤ Office industry:

- Regional, national or international headquarters
- Telecommunications operation
- Computer operation
- Insurance company
- Credit card billing and processing center

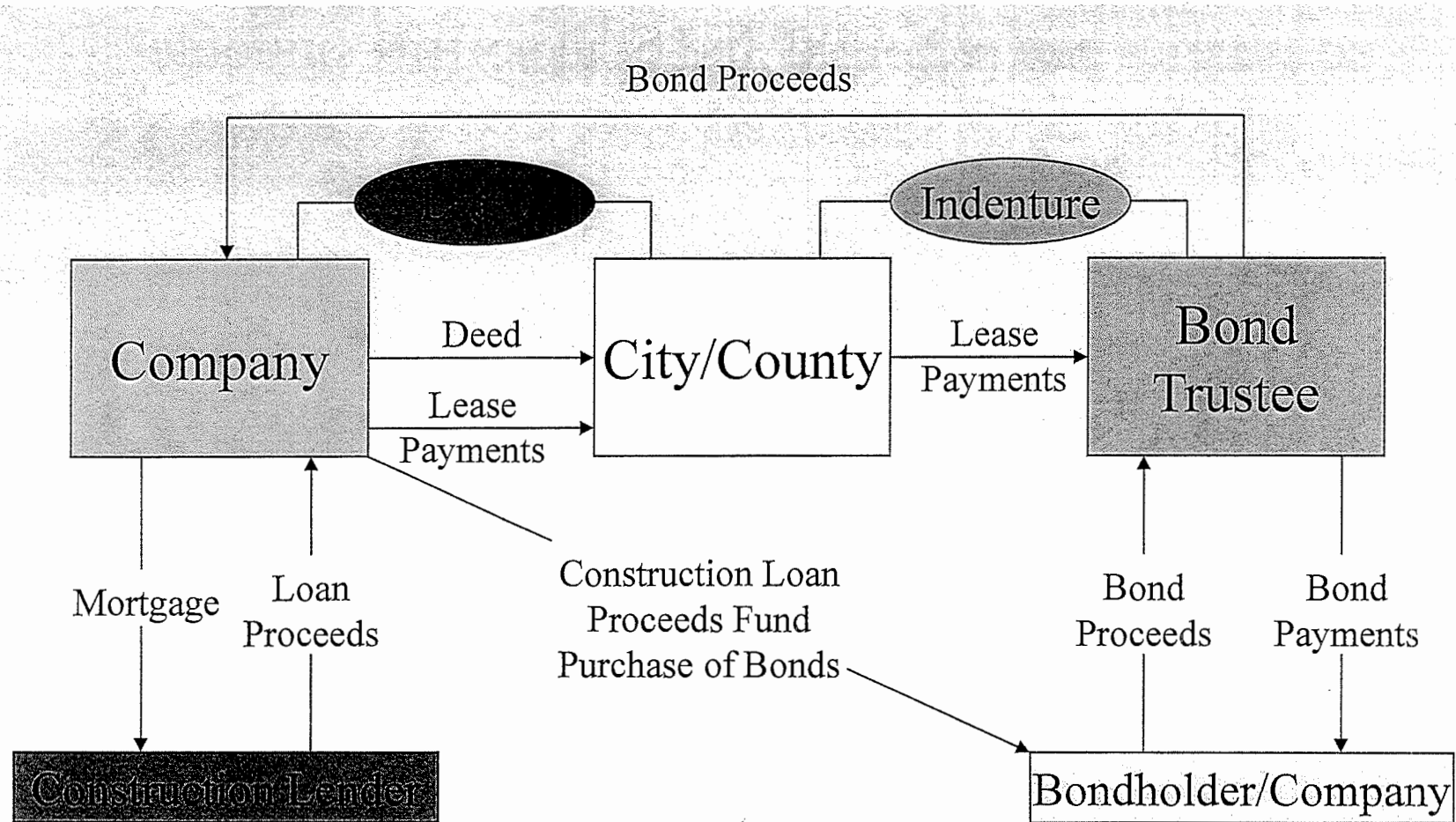
Chapter 100 Property Tax Exemption

- Property owned by cities and counties is exempt from real and personal property taxation (Art. X, Sec. 6, Mo. Const.; Section 137.100(2))
- Chapter 100 is the only way to get personal property tax exemption
- Property tax exemption requires title to the property financed be held by the city or county

Chapter 100 Structure

- At closing, company conveys property to city/county
- City/county leases property back to company
- City/county issues bonds and proceeds are used to pay or reimburse company for project costs.
- Company makes lease payments under lease in amounts sufficient to pay principal and interest on bonds
- Title conveyed back to company when bonds paid

Chapter 100 Structure



Chapter 100 Property Tax Exemption

- Although property of city/county is exempt from property taxation, the Mo. Supreme Court has held that the company's leasehold interest is taxable to the extent that the economic value of the lease is less than the actual market value
- If lease payments under the lease agreement equal the actual debt service on the bonds, the leasehold interest has no "bonus" value and the project should be exempt from property taxation

Chapter 100 PILOTS

- Full tax abatement is rare
- Company is normally required to make payments in lieu of taxes (PILOTS)
- Percentage and length of property tax abatement is subject to negotiation with city/county.
- Typically no abatement on existing property
- Abatement may be limited to real or personal property or can include both

Chapter 100 PILOTS and Clawbacks

- Terms of abatement often set forth in a PILOT or Performance Agreement
- Other requirements often imposed:
 - Minimum job creation and/or retention levels
 - Minimum average compensation
 - Minimum investment
 - Infrastructure improvements
- Clawbacks for failure to meet requirements

Chapter 100 Procedural Requirements

- City/County must prepare plan for the project:
 - Description of the project and estimate of cost
 - Statement of source of funds
 - Statement of the terms of the lease
 - Statement identifying each taxing jurisdiction
 - Most recent assessed value of property
 - Cost-benefit analysis showing impact on each taxing jurisdiction
 - Description of any PILOTS and how to be distributed

Chapter 100 Procedural Requirements

► Chapter 100 Plan:

- Company may reimburse city/county for actual costs of issuance of bonds and administering the plan
- Remaining amounts paid by company to be disbursed by city/county treasurer or financial officer as PILOTs to taxing jurisdictions
- Prior to approving plan, city/county must provide not less than 20 days notice to taxing jurisdictions inviting them to submit commits to governing body which “shall be fairly and duly considered”

Chapter 100 Sales Tax Exemptions

➤ Sales tax exemptions:

- Tangible personal property and materials to construct, repair or remodel facilities of city/county if purchases are related to entity's "exempt functions and activities" (Section 144.062; 1996 DOR private letter ruling okays use)
- Machinery and equipment to establish new or expand existing manufacturing, mining or fabricating plants if used directly in manufacturing, mining or fabricating a product which is intended to be sold ultimately for final use or consumption (Section 144.030.2(5))

Chapter 100 Sales Tax Exemptions

➤ Sales tax exemptions:

- Sales and leases of tangible personal property under Chapter 100 by any city/county if certified by the Department of Economic Development **before** project announced or property purchased (Section 144.054.3)
- Department requirements:
 - Competing state (state/local incentive proposal required)
 - Above-average wages (with benefits) or distressed or blighted area
 - Local incentives commensurate with state incentives
 - Positive state fiscal benefit
 - Prior City/County approval of exemption

Chapter 100 Issues

➤ Competitive bidding:

- Section 100.170 requires contracts to be let on competitive bidding to lowest and best bidder
- But Mo. Supreme Court has held this provision does not apply to projects financed by industrial revenue bonds payable solely from revenues of the improvements and not from general funds of the issuer (*Wring v. City of Jefferson*, 413 S.W. 2d 292 (Mo. Banc 1967))

Chapter 100 Issues

► Prevailing wages:

- Cities/counties required to pay prevailing wage rates on “public works”
- But Mo. Court of Appeals (Western District) has held that if a city’s involvement in a project is limited to the issuance of industrial revenue bonds as a sponsor rather than a direct participant, workers were not employed “by or on behalf” of the city (*State v. City of Sedalia*, 629 S.W. 2d 578 (Mo. App. 1981))

Finance Guide

Chapter 100 Bonds and other economic development tools:



<http://www.ded.mo.gov/BDT/topnavpages/Research%20Toolbox/Finance%20Guide.aspx>

CHAPTER 100 POLICY

BOONE COUNTY, MISSOURI

STATEMENT OF PURPOSE

This policy is adopted in an effort to attract life sciences, related high tech companies or other basic companies as defined in the Eligibility Qualifications section, all of which would bring or retain significant new capital investment and/or create high tech, high skilled, high paying employment opportunities in the County of Boone. This Chapter 100 Policy will be used as an economic development tool only when absolutely necessary due to competitive situations. Geographically, the County of Boone Chapter 100 Program described in this Chapter 100 Policy is available at any location inside the County of Boone. The actual site selection process is governed by the individual needs of the company/project. The applicant understands that the Chapter 100 Revenue Bond approval process is public in nature and that information provided by the applicant will be open material and subject to public review.

The issuance of revenue bonds under Chapter 100 of the Missouri Revised Statutes ("Chapter 100") is one tool available to the County of Boone to encourage economic development. Chapter 100 authorizes the County of Boone to issue bonds for "the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery." Article VI, Section 27(b) of the Missouri Constitution also allows revenue bonds to be issued for "commercial" purposes, but this policy excludes retail projects. In a Chapter 100 transaction, the assets are owned by the County of Boone and usually leased to the beneficiary company. The revenue bonds are payable solely from revenue (usually rentals) received from the project (the beneficiary company is the underlying credit on the bonds), and the revenue bonds are not a general obligation of the County of Boone. The County of Boone will accept no credit risk in issuing bonds for the proposed project. The revenue bonds may be secured by a mortgage on the project. Because the County of Boone holds title to the project, the project is exempt from real and personal property taxation (although the leasehold interest may be subject to taxation if it determined that there is a "bonus value" under the lease). Although a project is 100% exempt from real and personal property taxes, a negotiated "grant" payment of at least 50% from the beneficiary company shall be made to all impacted taxing jurisdictions. The Boone County Commission may designate an economic development project as a "critical or substantial benefit project". Projects so designated may qualify for additional flexibility under this policy as determined by the Boone County Commission in consultation with REDI and the impacted taxing entities as defined in this policy. The term all "impacted taxing jurisdictions" may include, but is not limited to, fire protection districts, library districts, road districts, etc, in addition to city, school and county. The intent of this

policy is not to exclude any impacted taxing entity. The beneficiary company will enter into an agreement with the County of Boone pursuant to which it agrees to make “grant” payments or equivalent contributions to the County of Boone and all other impacted taxing jurisdictions as detailed in the following Eligibility Qualifications.

The State of Missouri already allows sales tax exemptions for machinery and equipment to establish new or expand existing manufacturing, mining or fabricating plants if used directly in manufacturing, mining or fabrication of a product which is intended to be sold ultimately for final use of consumption. Other possible Boone County Chapter 100 Revenue Bond sales tax exemptions are described below:

Sales tax exemption on purchases of tangible personal property and materials used to construct, repair, or remodel facilities under the Boone County Missouri Chapter 100 Policy may be granted if the project:

- 1) Has been offered competing incentive proposals
- 2) Pays wages above the average county wage
- 3) Has committed state incentives commensurate with local incentives
- 4) Provides a positive County Impact
- 5) And receives prior approval of the county and the impacted taxing entities as detailed in this policy.

To receive sales tax exemption on non-manufacturing tangible personal property not otherwise defined in this policy, the qualifying project must have been determined to meet the eligibility criteria as established by the Missouri Department of Economic Development, and receive certification of Missouri Department of Economic Development project sales tax exemption.

The Commission of the County of Boone is under no obligation to approve any requested incentive. The County of Boone must balance its goal of fostering a healthy business climate with the objective of maintaining a high quality of life.

ELIGIBILITY QUALIFICATIONS

1. Life Sciences and Technology Related Companies

The term “life sciences”, as it relates to this policy, is similar to the University of Missouri-Columbia’s interdisciplinary approach. Bringing together six schools and colleges (the College of Agriculture, Food and Natural Resources; the College of Arts and Sciences; the College of Engineering; the College of Human Environmental Sciences; the School of Medicine and the College of Veterinary Medicine), the University of Missouri focuses on research and education regarding:

1. The supply and quality of food
2. Prevention and treatment of disease

3. Protection and improvement of our environment

Other sources define “life sciences companies” as those in the fields of biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, nutraceuticals, cosmeceuticals, food processing, environmental and biomedical devices.

Simply put, “life sciences” generally encompasses all sciences that have to do with organisms (plants, animals and human beings).

2. Basic Sector Employers

The Basic Jobs Sector is also referred to as the Primary or Contributory Sector. This Sector is made up of industries that contribute or import money into a local economy. Basic Employers; sell or export their products or services outside of the area and are not dependent upon local customers, import new money into the community and have greater potential to create spin-off jobs. Manufacturing firms, regional or corporate offices, research and development firms and warehouse and distribution companies meeting capital investment criteria and providing jobs above the county average wage.

Applicants must meet the following minimum amount of capital investment:

- New Companies
 - A life sciences, related high tech business, basic employers and other eligible companies as defined in the eligibility section new to the municipality - \$10 million new minimum capital investment.
- Existing Companies
 - A business currently located in the County of Boone - \$5 million new minimum capital investment for the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery.
- Manufacturing Reinvestment Projects
 - To encourage new capital investment in vacated, or threatened to be vacated, manufacturing facilities for companies investing at least \$3 million in a Boone County manufacturing building. The company must create or retain at least 50 jobs.
- Project must locate or expand in the County of Boone.
- Percentage of grant payments shall be at least 50% of the normal tax revenues generated from real and

personal property taxes, during the incentive period, which shall not exceed 10 years. Annual grant payments may be set up on a variable payment schedule, but shall total at least 50% of the normal tax revenues during the incentive period.

- At the end of the incentive period, which shall not exceed 10 years, the applicant will make grant payments equal to 100% of the normal tax revenues for real and personal property until the real and personal property returns to the tax roles.
- Either real and/or personal property investment is eligible for the County of Boone Chapter 100 Program.
- On personal property, the incentive period will equal the depreciable life of the asset, but cannot exceed 10 years.
- Replacement of equipment financed under a previous Boone County Chapter 100 Bond issuance is not eligible.
- Grant payments are due on the same date that personal and real property taxes are due in Boone County. Late payments will be dealt with using the County's existing late fee schedule. Grant payments will be determined each year based on the levy

3. Data Center Projects (NAICS 2007-Code 51820)

Data Center Sector Projects consist of establishments that create large investments in both real property and personal property. Data Center Sector Projects may not employ large numbers of employees, but the employees are generally paid a wage significantly greater than Boone County or State of Missouri average wages. Data Centers may be single user (enterprise) or co-location facilities (multiple tenants). These establishments also create an opportunity for other related establishments to locate in close proximity to the data center operation, generally to provide support services to the data center operation.

Data Centers generally require large amounts of redundant electricity, telecommunications and water for daily operation.

Community benefits from data center locations include substantial real property tax payments, sales tax revenue from utilities, substantial construction materials and payroll investment. An Economic Impact Statement shall be prepared for each proposal which illustrates current real estate taxes on subject property and the projected real estate taxes based upon the proposed investment for consideration by the taxing entities and the Boone County Commission.

Competition to locate data centers, as indicated by our neighboring states, established policies, requires

an aggressive Chapter 100 policy allowing for abating up to 100% of personal property and sales taxes on computer and computer-related equipment purchased utilizing the Chapter 100 Bond for a period of up to, but not to exceed 20 years. This policy will also allow for consideration of the utilization of some portion, not to exceed 50% of real estate taxes for site and project infrastructure required to successfully locate the business prospect in Boone County. The final abatement term and benefits will be as negotiated by the County on a project by project basis.

The County will request a fee for the abatement of Personal Property Taxes to administer the abate program. Fee to be negotiated with the company.

Applicants must meet the following minimum qualifications:

- Qualify for the City of Columbia Transmission Service Rate (Ordinance B 41-10)
- Real Estate must generate substantial tax revenue when compared to the existing taxes collected on the subject property.

If the governing body of the County of Boone approves the application for a Chapter 100 transaction, the applicant shall agree to follow all current zoning and development regulations and processes once it is located in the County of Boone. Applicant's signature on application shall guarantee that applicant agrees to acknowledge and comply with all current zoning and development regulations and processes.

The applicant must demonstrate that the project will not occur (e.g., the business will not locate in the County of Boone or an existing business will leave or will not expand or reinvest in the County of Boone) or that the project will occur only on a significantly smaller scale or the project will not be as financially stable but for the tax relief. The company must include documentation to justify their request for the use of Chapter 100 Revenue Bonds. For a company with locations only in Boone County, the applicant should submit evidence of competing offers from other states or localities.

COST BENEFIT ANALYSIS

All County of Boone Chapter 100 Program applications will include a Cost Benefit Analysis, which shall include, but not be limited to:

- A report prepared by the Assessor of the County of Boone and forwarded to the Collector of the County of Boone explaining the amount of expected increased property tax revenue to the County and

all impacted taxing jurisdictions as a result of the project. This analysis shall include expected property tax revenue to all impacted taxing jurisdictions compared to the amount of the proposed property exemption.

- The assessor and the applicant will mutually agree to a depreciation schedule for all assets that are a part of the Chapter 100 Bond issuance.

COMMUNITY IMPACT STATEMENT AND FUNDING CONSIDERATIONS

A Community Impact Statement shall be generated by the applicant to aid the County Commission of the County of Boone in evaluating the issuance of Chapter 100 revenue bonds. A Community Impact Statement shall be performed on all Chapter 100 projects. The intent of the Community Impact Statement is to provide the County Commission of the County of Boone with a holistic picture of the project's impact. Upon receipt of a Chapter 100 bond application, the County of Boone may ask the applicant to provide additional information.

REDI staff will review issues involved with development of the project and share pertinent information with authorities of all impacted taxing jurisdictions. The Boone County Commission, in conjunction with REDI, will establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 proposal, before any formal request is submitted to the County of Boone. The review panel shall consist of those taxing entities providing direct services to the impacted site. The representative of the taxing jurisdiction shall be the chief elected official, chief appointed official, executive director, or officially designated representative of the taxing jurisdiction. After review of the preliminary project information by the review panel, a majority vote of the review panel is required before the applicant submits a formal application to the Boone County Commission. Upon completion of this review, impacted taxing entities may also submit a response for projecting the impact of the proposed project on said taxing jurisdictions during the requested abatement period. This report will be a part of the Community Impact Statement submitted to the County Commission of the County of Boone as part of the final approval process. The review and report of impacts by the taxing jurisdictions will be made in a timely fashion as determined by a mutually agreed upon timetable.

The applicant's responses relating to the following considerations will be considered in determining whether the use of Chapter 100 revenue bond financing will be pursued:

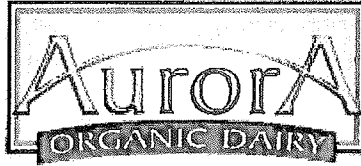
1. Employment Impact – In evaluating the employment potential of a given enterprise, the following will be taken into consideration:
 - a. Number of additional employees and number of employees retained due to the expansion.

- b. Number of expected additional residents to the County as a result of the project.
 - c. Skill and education levels of such employees.
 - d. Range of salaries and compensation of employees. The company's average wage for the project will be measured against the average Boone County wage as published annually by the Missouri Department of Economic Development.
2. Financial strength of the beneficiary company.
 3. The impact of the project on schools, existing businesses and infrastructure.
 4. Anticipated revenues and tax generation as a result of the project.
 5. Quality of life concerns (the impact of new business on the region).
 6. Compatibility of uses/zoning issues (due deference is given to the participating municipality), including evidence of applicant's compliance with all current development processes and procedures in the County of Boone and the potential of the beneficiary company to be willing and able to comply with all land-use and zoning requirements and building codes to operate the facility.
 7. Willingness of beneficiary company to accept "clawbacks," or base requirements on employment, wages and penalties for breach of agreement as determined through negotiation.
 8. Extent to which new or expanded business will compete with existing business in the area, including the potential impact on other existing employers.
 9. Discussion of the impact of any relocation of the applicant within the County.
 10. The beneficiary company's willingness to address community impacts caused by the scope of the proposed project.
 11. Potential for future expansion of the project.
 12. General environmental impact on the area using current local development standards for environmental assessments.
 13. The applicant must demonstrate that the project will not occur (e.g., the business will not locate in the County of Boone or an existing business will leave or will not expand or reinvest in the County of Boone) or that the project will occur only on a significantly smaller scale or the project will not be as financially stable but for the tax exemption.

14. The applicant is strongly encouraged to maintain a payroll account with a financial institution with a physical location in Boone County.

APPLICATION FEES AND PROCESSES

All costs and fees are borne by the beneficiary company or developer seeking to use Chapter 100 financing. A \$1,000 non-refundable pre-application fee will be collected by REDI. The beneficiary company or developer seeking to use Chapter 100 financing will be required to execute a predevelopment agreement. Such agreement shall provide for the payment of costs and attorneys' fees incurred in connection with any Chapter 100 project. If Chapter 100 Bonds are issued, the applicant will provide to REDI and Boone County employment, wage and other information needed to determine compliance with the Boone County Chapter 100 Policy on an annual basis.



January 24, 2017

SENT VIA EMAIL BERNIE.ANDREWS@COMO.GOV AND FEDEX

Dave Griggs, REDI Incentives Subcommittee Chair
Regional Economic Development, Inc. (REDI)
500 East Walnut
Suite 102
Columbia, MO 65201

Re: *AOD-MO Holdings, LLC Chapter 100 Revenue Bonds Application*

Dear Sir and Madam:

AOD-MO Holdings, LLC respectively submits its application for Chapter 100 Revenue Bonds from Boone County, Missouri. AOD-MO Holdings, LLC is an affiliate of Aurora Organic Dairy Corp., the nation's leading producer and processor of store-brand organic milk and butter for U.S. retailers.

Our company requests a 75% real and personal property tax abatement from Boone County and its taxing districts. We seek this level for two primary reasons. First, the company will incur additional costs to move to a new area away from its home base in Colorado where it has substantial experience developing, constructing and operating a state of the art dairy processing plant, and we are looking for assistance to offset these costs. Second, we believe that not only the jobs we create, but also the ancillary jobs and services support that we will bring to the community will positively impact the city and county tax base. These ancillary jobs and services include trucking and shipping, equipment repairs and maintenance and professional and administrative support.

Our company conducted an exhaustive search throughout Colorado and the Midwest for developing its second processing plant, including several locations in Missouri, and we believe Columbia and Boone County, Missouri is an ideal fit. The community presents an ideal balance between supporting business and creating new jobs, while at the same time supporting a commitment to the environment, sustainability and innovation. These are values our company and your city share. In addition, Columbia/Boone County have a ready workforce, and we do not foresee relocating many employees into the area. In fact we project only five employees moving into the area in our first year, and only ten more the following year.

While AOD-MO Holding, LLC plans to build on a portion of land, it wants to acquire from the city, we already have plans to expand. The company's original

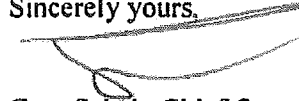
1919 14th St., Suite 300, Boulder, Colorado 80302

Regional Economic Development, Inc. (REDI)
January 24, 2017
Page 2

processing plant in Platteville, Colorado has grown over the years by adding additional production lines and a thirteen story tall automated cold warehouse storage facility. The company wants to make sure it has adequate grounds for future growth and expansion.

On behalf of Aurora Organic Dairy Corp. and AOD-MO Holdings, LLC, we look forward to joining the Columbia and Boone County, Missouri community and the opportunities to work together.

Sincerely yours,



Gary Sebek, Chief Operating Officer
AOD-MO Holdings, LLC

Encl.

cc: CJ Dykhouse, County of Boone
Stacey Button, REDI
Bernie Andrews, REDI
Marcus B. Peperzak, CEO
Scott McGinty, President
Cammie Muller, CFO
John Beutler, Vice President of Plant Operations
Lee F. Sachnoff, Esq.

THE COUNTY OF BOONE, MISSOURI

APPLICATION FOR THE ISSUANCE OF CHAPTER 100 REVENUE BONDS

Please attach additional pages when necessary. All fields required.

General Information

AOD-MO Holdings, LLC and its affiliates operating in Missouri

1/23/2017

Applicant (Firm Name)

Date of Request

1919 14th Street

Firm Address

Suite 300

Boulder

CO

80302

720-564-6296

City

State

Zip

Telephone Number

Gary R Sebek

gsebek@aodmilk.com

Responsible Of firm

Email

COO

303-938-5835

Official Title of Responsible Of firm

Telephone Number

Same

Address

City

State

Zip

Lee Sachnoff / Kutak Rock LLP

Lee.Sachnoff@KutakRock.com

Attorney for, or Authorized Representative of, the Applicant

Email

1801 California Street, Suite 3000

Address

Denver

CO

80202

303-292-7789

City

State

Zip

Telephone Number

Applicant/company is (choose one) an existing Boone County business OR a business new to Boone County

Yes No Company has reviewed Boone County's Chapter 100 Policy

Yes No Company has a payroll account with an existing Boone County financial institution

TBD

Date by which applicant needs proceeds of Chapter 100 Revenue Bonds

Estimated

Financial

Aurora Organic Dairy (AOD) was founded in 2003, and its predecessor company was formed in 1973.

Number of years applicant has been in business

Project costs will be fully funded with bond proceeds. Applicant assumes to buy back bonds with 30% bank debt and 70% equity.

Portion of project being financed from other funds (in addition to bond proceeds)

Organization

Organization of applicant: (please choose one and attach copies of organizational documents)

- Corporation
- Partnership
- Limited Liability Company
- Other

Colorado

State in which applicant was organized

Names of principal owners (including percentage of ownership) of the applicant

Aurora Organic Dairy Holdings, LLC 100%

Names of principal officers or partners of the applicant

See Addendum

Type of business in which the project will be used (NAICS code)

311511

Applicant is a (choose one) single OR multiple plant operation

If multiple, list other locations

Plattville, Colorado (owned and operated by Applicant's affiliate, Aurora Organic Dairy Corp.)

Products to be manufactured or assembled, or service to be rendered

Organic milk processing

Yes No Litigation pending against the applicant or beneficiary company

If yes, please explain

Please attach a detailed statement concerning any environmental issues relating to the applicant/company (Attachment 1)

Project Nature

Fluid milk processing, packaging and warehousing equipment along with all the ancillary equipment needed in a fluid milk processing plant

Type of equipment to be financed (provide detailed list in Exhibit A)

Plant will be a combination of concrete tilt ups and insulated metal panel containing approximately 80,000 + square feet.

Type and size of building that will be acquired/constructed

MSKTD

Name of Architect and/or Contractor

1715 Magnavox Way

Address

Fort Wayne

IN 46804

260-432-9337

City

State Zip

Telephone Number

DESCRIPTION OF ESTIMATED PROJECT COSTS

	Projected Non-Bond Amount	Projected Cost Financed With Bond Proceeds	Total Amount
Acquisition of Land			\$2,035,000
Acquisition of Existing			
Infrastructure Costs			\$10,000,000
Renovation Costs			
Machinery and Equipment			\$46,465,000
Furniture and Fixtures			\$1,000,000
Interest During Construction From _____ to _____			TBD
Accounting; Legal and Misc.			TBD
Contingency			\$4,500,000
Facility Costs			\$27,000,000
Total Project Costs			\$91,000,000

Phase I = 80M Half Gallons of fluid milk processed

National Distribution

Dollar amount of expected sales

Percent of sales to be sold locally

94

Number of people the beneficiary company will employ

No

If this is a proposed expansion, state the size of current operation

N/A

If this is a proposed relocation or replacement, state size and location of present location

N/A

Economic Measure

Employment

200		\$25
Number of temporary jobs (including construction) created as a result of project		Average hourly wage
94		\$22.02
Number of permanent, full-time new jobs* created as a result of project		Average hourly wage
94		\$22.02
Number of full-time existing jobs retained as a result of project		Average hourly wage
0		N/A
Number of part-time existing jobs retained as a result of project		Average hourly wage

* New job refers to a full-time position (minimum of 40 hours) created beginning on the date the County of Boone Commission approves application

Occupational Classification (e.g. Managers, Engineers, etc.c)	Total	Average Starting Wage	Average Maximum	Notes
Plant Management	14	\$77,000		Projected for Year 1
Production	47	\$35,360		Projected for Year 1
Maintenance	12	\$62,400		Projected for Year 1
Quality	10	\$37,440		Projected for Year 1
Warehouse	11	\$33,280		Projected for Year 1
Total New Jobs	94			

0
Number of above positions that presently reside in Boone County

Describe projected new jobs, gross wages and average starting wage to be created in each of the following years: (minimum of three years required)

Occupational Classification	# in Year 1	Projected Gross	# in Year 2	Projected Gross	# in Year 3	Projected Gross	Average Starting
Plant Management	14	\$1,080,000					\$77,000
Plant Maintenance	12	\$748,800	3	\$187,200	4	\$249,600	\$62,400
Quality	10	\$374,440	3	\$112,320	4	\$149,760	\$37,440
Plant Production	47	\$1,661,920	15	\$499,200	9	\$318,240	\$35,360
Plant Warehouse	11	\$366,080	3	\$99,840	4	\$133,120	\$33,280
Totals	94		24		21		

*Use current pay scale

Location

Yes No Applicant is presently located in Missouri

Address of legal description of proposed locations

Sutter Site (Waco Road), Columbia, MO, Boone County

Yes No Prospective property is properly zoned

If zoning change is pending, cite application and present status. If application has not been made, what change will be needed and plans for submitting application.

Bond Marketing

Yes No Arrangements for the sale of bonds has been made

.....
If yes, please describe
.....

Yes No Discussion have been held with Bond Counsel to determine if bonds will qualify for tax exemption

.....
If yes, please indicate whether or not, and on what basis, the bonds will qualify for tax exemption
.....
.....

Describe the type and amount of projected investment to be made in the project in each of the following years:

Projected Investment	\$ in Year 1	Type	\$ in Year 2	Type	\$ in Year 3	Type	Tot. Amount
Land	\$2M		\$0				
Building	\$37M		\$0		\$25M		
Equipment	\$46.5M		\$0		\$25M		
Fixture	\$1M		\$0				
Contingency	\$4.5M		\$0				
Totals	\$91M		\$0		\$50M		

Submit, with application, financial statements for the last three years (audited), plus the most recent 10-K, 10-Q and 8-K, if any.

Applicant Certification

The undersigned hereby represents and certifies that to his or her best knowledge and belief, this application contains no information or data that is false or incorrect and that it is truly descriptive of the property which is intended as security for any related financing.

Applicant's signature on application guarantees that applicant agrees to acknowledge and comply with all current zoning and development regulations and processes.

AOD-MO Holdings, LLC

Company or Firm Name

Gary Sebek

Representative Name

Chief Operating Officer

Official Title

1.24.17

Date

Affix applicant's official seal below:



Regional Economic Development Inc.

Serving Columbia/Boone County, Missouri since 1988

Send completed application to REDI.

Regional Economic Development, Inc., (REDI)

500 East Walnut Street, Suite 102, Columbia, MO 65201

Applications must include all requested documents and \$1000 application fee. Make check payable to REDI.

Failure to provide requested documents and \$1000 application fee invalidates application.

This application fee may be tax deductible as an ordinary and necessary business expense. Monies paid to REDI are not a charitable tax deduction for federal income purposes. REDI is not a charity, but serves as an advocate organization for area business.

Incorporated in the State of Missouri - EIN # 43-1516160

phone: 573.442.8303 * www.columbiaredi.com * contact@columbiaredi.com

1. Description of Project Site

Site is made up of approximately 100 +/- acres northeast of the Route B Waco Road intersection.

2. Description of Real Estate Project Improvements

Site Improvements would include utility hook-up for gas, sewer, water and electricity as well as grading and other site preparation for the construction of a milk processing plant (~80,000'). Other supporting areas and functionality would also be addressed (e.g. truck parking and storm water management.)

3. Description of Project Equipment and Anticipated Depreciation Schedule

See Equipment Schedule attached to this Application.

4. Competing Community/State Incentive Offers

The company evaluated four other states and multiple communities in Missouri as potential locations for its second processing plant. Several locations presented very competitive local incentives and inducements to select their sites. As the company is still in due diligence on the Columbia site, we cannot identify those other communities within and outside of Missouri at this time.

5. Other Community Impact Information

See Addendum

AOD-MO HOLDINGS, LLC ORGANIZATIONAL DOCUMENTS

- 1. Articles of Organization**
- 2. Operating Agreement**
- 3. Certificate of Registration to Transaction Business in Missouri**



Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
 Date and Time: 11/23/2016 01:39 PM
 ID Number: 20161790352
 Document number: 20161790352
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

AOD-MO Holdings, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "LLC", "llc", or "Ltd". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

1919 14th Street, Suite 300

(Street number and name)

Boulder

(City)

CO

(State)

80302

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Sachnoff

(Last)

Lee

(First)

F.

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1801 California Street, Suite 3000

(Street number and name)

Denver

(City)

CO

(State)

80302

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

_____ CO _____
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Sebek Gary
(Last) (First) (Middle) (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address 1919 14th Street, Suite 300
(Street number and name or Post Office Box information)

Boulder CO 80302
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Sebek</u>	<u>Gary</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1919 14th Street, Suite 300</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Boulder</u>	<u>CO</u>	<u>80302</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province - if applicable)</small>		<small>(Country)</small>	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**OPERATING AGREEMENT
OF
AOD-MO HOLDINGS, LLC**

This Operating Agreement (this "Agreement") of AOD-MO Holdings, LLC, a Colorado limited liability company (the "Company"), is entered into as of November 23, 2016, by and between Aurora Organic Dairy Holdings, LLC, a Delaware limited liability company and the sole member of the Company as of the date hereof ("Parent"), and the Company (Parent, and any other person or entity who is hereinafter admitted to the Company as a member in accordance with the terms of this Agreement, being the "Members"). This Agreement shall be effective as of the date of filing of the Articles of Organization of the Company with the Secretary of State of the State of Colorado.

The parties hereto, by execution of this Agreement, hereby agree to form a limited liability company pursuant to and in accordance with the Colorado Limited Liability Company Act and the Colorado Corporations and Associations Act (collectively, and as each may be amended from time to time, the "Acts"), and hereby agree as follows:

1. Name. The name of the limited liability company shall be "AOD-MO Holdings, LLC."
2. Filing of Certificates. Parent, as an authorized person, within the meaning of the Acts, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates, notices or other documents required or permitted by the Acts to be filed with the Secretary of State of the State of Colorado and any other certificates, notices or documents required or permitted by law to qualify the Company to do business in any jurisdiction in which the Company may elect to do business.
3. Purposes. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Acts.
4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by the laws of the State of Colorado on limited liability companies formed under the Acts. The Company shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the protection and benefit of the Company, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Company by its Board of Managers.
5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Board of Managers.
6. Registered Office; Registered Agent. The registered agent of the Company in the State of Colorado shall be the initial registered agent named in the Articles of Organization or such other person or persons as the Board of Managers may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at

such place as the Board of Managers may designate from time to time. The Company may have such other offices as the Board of Managers may designate from time to time.

7. Members. The name and the business, residence or mailing address of the initial Member is as follows:

Name	Address
Aurora Organic Dairy Holdings, LLC	1919 14 th Street, Suite 300 Boulder, CO 80302

8. Limited Liability. Except as required by the Acts, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obliged personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company.

9. Capital Contributions. (a) The Members are deemed admitted as the members of the Company upon their execution and delivery of this Agreement. The Members have contributed the following amounts, in cash, and no other property, to the Company:

Name	Contribution
Aurora Organic Dairy Holdings, LLC	\$ 1.00

(b) The Members may, but are not obligated to, make any additional capital contribution to the Company in such manner and at such times as the Members may unanimously agree.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated in proportion to the capital contributions of each Member.

11. Distributions. Subject to the limitations of Section 7-80-606, C.R.S. and any other applicable law, distributions shall be made to the Members by the Board of Managers at the times and in the aggregate amounts unanimously determined by the Members. Such distributions shall be allocated among the Members in the same proportion as their then capital account balances.

12. Management.

(a) General Powers. The business and affairs of the Company shall be managed by or under the direction of a "Board of Managers," who may exercise all of the powers of the Company except as otherwise provided by law, the Articles of Organization, or this Agreement.

(b) Size and Composition of Board of Managers. The size of the Board of Managers of the Company shall initially be one, but may be increased by the unanimous consent

of the Members. Vacancies in the position of a Manager shall be filled by the unanimous consent of the Members. The initial Manager shall be AOD Holdings, LLC, a Delaware limited liability company ("Holdings").

(c) Tenure. In accordance with Section 12(b), each Manager, other than the Parent, shall hold office for the term determined by the Members or until such Manager's death, dissolution, incapacity, resignation, or removal. In the event of the removal of a Manager or in the event of the death, incapacity or resignation of any Manager, such vacancy shall be filled in a manner consistent with the terms of Section 12(b).

(d) Resignation; Removal. Any Manager may resign by delivering a resignation in writing or by electronic transmission to the Company at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event. A Manager may be removed, with or without cause, in the sole discretion of the Members by the unanimous consent of the Members.

(e) Regular Meetings. Regular meetings of the Board of Managers may be held without notice at such time and place as shall be determined from time to time by the Board of Managers; provided that any Manager who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Managers may be held without notice immediately after and at the same place as a meeting of the Members.

(f) Special Meetings. Special meetings of the Board of Managers may be held at any time and place designated by two or more Managers, or by one Manager in the event that there is only a single Manager in office.

(g) Notice of Special Meetings. Notice of any special meeting of the Board of Managers shall be given to each Manager by one of the Managers calling the meeting. Notice shall be duly given to each Manager (i) by giving notice to such Manager in person or by telephone at least 24 hours in advance of the meeting, (ii) by sending a telegram, telecopy, facsimile, or electronic mail, or delivering written notice by hand, to such Manager's last known business, home or electronic mail address at least 48 hours in advance of the meeting, or (iii) by sending written notice, via first-class mail or reputable overnight courier, to such Manager's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purposes of the meeting.

(h) Waiver of Notice. When any notice is required to be given to any Manager, a waiver thereof in writing signed by the Manager entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. If a Manager attends any meeting, such Manager (i) waives objection to lack of notice or defective notice of such meeting unless the Manager, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and (ii) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice, if any such purpose is stated, unless the Manager objects to considering the matter when it is presented.

(i) Meetings by Conference Communications Equipment. Managers may participate in meetings of the Board of Managers or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

(j) Quorum. A majority of the Managers at any time in office shall constitute a quorum for the transaction of business. In the event one or more of the Managers shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such Manager so disqualified. In no case, however, shall less than one-third of the number of Managers fixed pursuant to Section 12(b) of this Agreement constitute a quorum. In the absence of a quorum at any such meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

(k) Action at Meeting. At any meeting of the Board of Managers at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, the Articles of Organization or this Agreement.

(l) Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Managers or of any committee thereof may be taken without a meeting, if all members of the Board of Managers or committee, as the case may be, consent to the action in writing or by electronic transmission, and the written consents or electronic transmissions are filed with the minutes of proceedings of the Board of Managers or committee.

(m) Committees. The Board of Managers may designate one or more committees of the Board of Managers of the Company. The Board of Managers shall determine the composition of each such committee at the time of the committee's designation. The Board of Managers may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Managers and subject to the provisions of law, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the Company and may authorize the seal of the Company, if any, to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Managers may from time to time request. Except as the Board of Managers may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Managers or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in this Agreement for the Board of Managers.

(n) Compensation of Managers. Managers may be paid such compensation for their services as the Board of Managers may from time to time determine. Additionally, the Company shall reimburse the reasonable out-of-pocket expenses (including, without limitation,

travel and lodging expenses) of each Manager designated pursuant to Section 12(b) incurred in connection with such service as a Manager (including service as a member of any committee of the Board of Managers of the Company). No such payment shall preclude any Manager from serving the Company, Holdings, Parent or any subsidiary entities of the Company, the Parent, or Holdings in any other capacity and receiving compensation for such service.

(o) Execution of Documents. Any document or instrument that has been approved by the Board of Managers may be executed and delivered on behalf of the Company by any Manager, any officer appointed as set forth in Section 13, and/or any other authorized representative that the Board of Managers may designate.

(p) Time Devoted; Other Activities. Each Manager shall be required to devote only such time to the affairs of the Company as such Manager reasonably determines is necessary to manage and operate the Company.

(q) Standards of Care.

(i) The duty of care a Manager owes to the Company, its Members, its Managers and/or any other person that is a party to or is otherwise bound by this Agreement in the conduct of the Company's business, and the winding up of the Company's affairs, shall be limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. A Manager's duty of loyalty, including the duty of disclosure, duty not to usurp a company opportunity, duty not to compete, duty not to disclose confidential information, and all other duties, whether at law or in equity, including fiduciary duties, which a Manager owes to the Company, its Members, its Managers and/or any other person that is a party to or is otherwise bound by this Agreement, are hereby eliminated.

(ii) A Manager shall be subject to an implied contractual covenant of good faith and fair dealing, which shall be strictly limited to mean honesty in fact in the conduct or transaction of the Company business. Such covenant of good faith and fair dealing shall not restrict a Manager in the exercise of any right or the performance of any obligation to the extent expressly allowed under this Agreement or at law or from taking any action because it would be in his self-interest but shall affect only the manner of performance of such rights and obligations to the extent not specified herein. Specifically, a Manager shall be deemed to comply with his implied contractual covenant of good faith and fair dealing if he follows the procedures set forth in Sections 12(q)(iii) and 12(q)(iv) below. The party alleging a breach of the covenant of good faith and fair dealing shall have the burden of proving such breach.

(iii) A Manager shall be entitled to rely in good faith on information, opinions, reports, or statements of the following persons or groups unless he has knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(1) one or more employees or other agents of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented; and

(2) any attorney, public accountant, or other person as to matters that the Manager reasonably believes to be within such person's professional or expert competence.

(iv) A Manager shall not be deemed to have breached his implied contractual covenant of good faith and fair dealing, and shall not be liable for monetary damages, by entering into any transaction if either (1) the transaction is fair to the Company as of the time it is authorized, approved or ratified by the Board of Managers (not counting the vote of the interested Manager) or a committee of the Board of Managers (not counting the vote of the interested Manager), or (2) the Members (other than the Manager and any Affiliate of the Manager), knowing the material facts of the transaction and the Manager's interest, authorize, approve, or ratify the transaction. For purposes of this Section 12(q)(iv), interested Managers may be counted in determining the presence of a quorum at a meeting of the Board of Managers or of a committee that authorizes the contract or transaction.

(v) To the extent that any act or transaction could otherwise be considered to violate duty of care and/or an implied contractual covenant of good faith and fair dealing, or give rise to a related right or claim, all the Members shall be deemed to have authorized and ratified such act or transaction automatically without further action if the Manager engaging in such act or transaction has sent a notice to the Members outlining the material terms of the act or transaction and, within 15 days after delivery of such notice, no more than 49% of the other Members have objected to the act or transaction by written notice delivered to all Members. Such authorization and ratification shall constitute waiver of any right to receive any income or profits from such act or transaction or otherwise to obtain any legal remedies with respect to an asserted violation of any implied covenant of good faith and fair dealing to the Company arising therefrom and shall relieve such Manager from any monetary liability.

(vi) A Manager or his Affiliate shall not be in breach of his implied contractual covenant of good faith and fair dealing if he: (1) engages or invests in, independently or with others, any business activity of any type or description, including, without limitation, those that might be the same as or similar to the Company's business and that might be in direct or indirect competition with the Company; and (2) does not present any investment opportunity or prospective economic advantage to the Company even if the opportunity is of the character that, if presented to the Company, could be taken by the Company.

(vii) EACH MEMBER REPRESENTS AND WARRANTS THAT IT HAS ENTERED INTO THIS AGREEMENT WITH FULL KNOWLEDGE OF THE RESPECTIVE ABILITY OR INABILITY OF THE MANAGERS AND THEIR AFFILIATES TO COMPETE WITH THE BUSINESS OF THE COMPANY AND TO TAKE BUSINESS AND INVESTMENT OPPORTUNITIES FOR THEMSELVES, THAT IT HAS THE EXPERIENCE AND KNOWLEDGE TO UNDERSTAND THE IMPLICATIONS OF SECTION 12(q)(vi), THAT IT HAS CONSULTED WITH ITS LEGAL ADVISERS REGARDING SECTION 12(q)(vi) AND THAT IT BELIEVES THE PROVISIONS OF SECTION 12(q)(vi) ARE REASONABLE IN LIGHT OF THE OBJECTIVES OF THE PARTIES AND THE NATURE OF THE BUSINESS OF THE COMPANY AND ITS RELATED PARTIES.

(r) Liability; Indemnity. A Manager shall not be liable to the Company or its Members for any action he takes or omits to take as a Manager if, in connection with such action or omission, the Manager performed his duties in compliance with Section 12(q). The Company, shall indemnify, save harmless, and pay all judgments and claims against each Manager relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Manager in connection with the business and activities of the Company, including reasonable expenses and attorneys' fees incurred by such Manager in connection with the defense of any action based on any such act or omission, provided that such Manager acted in compliance with Section 12(q).

(s) Affiliate. For purposes of this Section 12(q), an "Affiliate" of a Manager shall be any person that qualifies as an "affiliate" of such Manager under the terms of the Amended and Restated Limited Liability Company Agreement of Holdings, dated June 16, 2011, as the same may be amended from time to time.

13. Officers. The Managers may appoint such officers as they may deem appropriate. Any officers so appointed shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. Unless the Managers decide otherwise, if the title of an officer of the Company is one commonly used for officers of a business corporation formed under the Colorado Business Corporation Act, or any successor statute thereto, the assignment of such title shall constitute the delegation to such officer of the authority and duties that normally are associated with that office, subject to any specific delegation of authority and duties made to such officer by the Managers. Each officer of the Company is subject to all standards of care and restrictions as provided in any duly authorized written agreement, resolution or consent of the Company applicable to such officer.

14. Certificates of Membership Interest.

(a) Every Member of the Company shall be entitled to have a certificate, in such form as may be prescribed by the Board of Managers, certifying the membership interest owned by such Member in the Company. Each such certificate shall be signed by, or in the name of the Company by, a Manager on the Company's Board of Managers, by an officer of the Company, or by an approved delegatee of the Company's Board of Managers. Any or all of the signatures on the certificate may be a facsimile.

(b) Each certificate of any Company membership interest which is subject to any restriction on transfer pursuant to the Articles of Organization, this Agreement, applicable securities laws or any agreement among any number of Members or among such Members and the Company shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

15. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the unanimous consent of the Members.

16. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Members or (b) the entry of a decree of judicial dissolution under the Acts.

17. Severability. If any provision of this Agreement or the application thereof is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable to any extent, the remainder of this Agreement and the application of such provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

19. Amendment. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Company and all the Members.

20. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original. This Agreement shall be effective as of the date of filing of the Articles of Organization of the Company with the Secretary of State of the State of Colorado.

21. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Colorado, without regard to conflict of law principles.


22. Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

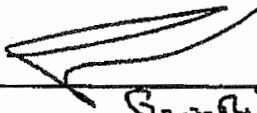
COMPANY:

AOD-MO HOLDINGS, LLC,
a Colorado limited liability company

By: 
Name: Gary R. Seibel
Title: CEO

MEMBER:

AURORA ORGANIC DAIRY HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Gary R. Seibel
Title: CEO

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF REGISTRATION

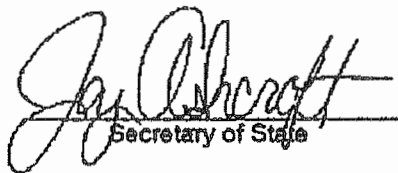
WHEREAS,

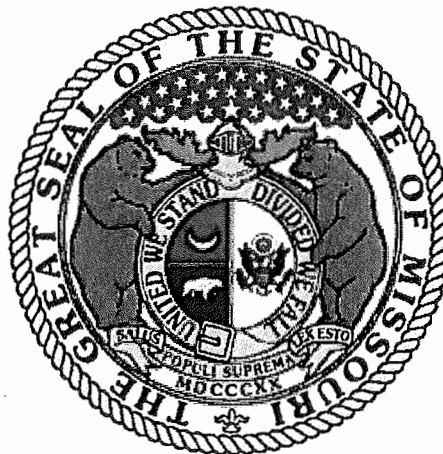
AOD-MO Holdings, LLC
FL001418827

existing under the laws of the State of Colorado has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 13th day of January, 2017, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of January, 2017.


Secretary of State



**ADDENDUM TO CHAPTER 100 BOND APPLICATION
AOD-MO HOLDINGS, LLC**

Response to Question re Organization—Names of Principal Officers

<u>Title</u>	<u>Name</u>	<u>City/State of Residence</u>
CEO	Marcus B. Peperzak	Miami, FL
President	Scott McGinty,	San Mateo, CA
CFO, Treasurer & Secretary	Cammie Muller	Boulder, CO
COO	Gary Sebek	Niwot, CO
Vice President Sales	Jim Abraham	Denver, CO
Vice President Plant Operations	John Beutler	Windsor, CO
Sr. Director of Human Resources	Mark Clayton	Broomfield, CO

Directors

Marcus B. Peperzak

Scott McGinty

Applicant has three other directors whose names can be provided confidentially upon request.

EXHIBIT A—ADDITIONAL INFORMATION:

5. Other Community Impact Information

As set forth in the draft Purchase Agreement between the company and the City of Columbia for the site, the company will use its good faith efforts to implement an employment plan for the operation of the project which includes a target employee mix reflective of the demographics of the city, including an approximately 10% African-American workforce. We expect a substantial majority of the plant's employees to be hires from the existing labor market, with only five or so employees relocating to Missouri in year one and approximately ten additional employees the following year.

Aurora Organic Dairy has established an active community presence in Colorado and will do the same in Columbia, Missouri. Our community support programs focus on hunger relief, local schools, and education in agriculture and dairy sciences to support the future leaders of our industry. We actively donate organic milk and butter to community organizations and, in 2015 donated 58,340 gallons of organic milk and 25,240 pounds of organic butter, which equals an approximate retail value of \$402,670.

Our company also donated more than \$90,400 in scholarships and cash to nonprofit organizations throughout 2015. Our scholarship programs include: Future Farmers of America high school scholarship, Colorado State University organic agriculture scholarships, and family members of our employees who pursue education beyond high school. We also provide milk and monetary donations to local 4-H programs. We host tours of our facilities, and our employees often lend their expertise by speaking at local community organizations and youth agricultural programs to educate our communities about organic dairy production. Additionally, our employees receive free organic milk a company benefit.

AOD-MO HOLDINGS, LLC ENVIRONMENTAL ISSUES

See the Phase I Report attached to the hard copy of this application.

AOD-MO HOLDINGS, LLC—EQUIPMENT LIST (EXHIBIT A)

See attached.

Milk Plant Equipment List
updated 1/23/17

Functional Area	Equipment Description	Quantity
Raw Milk Receiving and Storage	Receiving lines and pumps	
	Raw milk storage silos	5 updated
	Cream storage silos	2
Milk Processing	Separator	1
	Alfast Standardizer	1
	VTIS Processor	1
	Batch and blend system	1
	Filtration equipment	1
	Cream Processor	1
	Alsafe sterile tank	3
	Aseptic valve cluster	1
Filling	Half gallon filler	1
	PET bottle filler	1
	Preform bottle blower	1
	Sleever	1
	Case packing equipment	4
	Palletizers	2
Warehousing	ASRS	1
	Forklifts	8
	Pallet Racking	
Utility Systems	Waste water pre-treatment	1
	Hot water and steam systems (boiler, DA tank, etc.)	1
	Refrigeration System (compressors, evaporators, condensers, heat exchangers, etc.)	1
	Compressed air system (compressors, lines, etc.)	3
	Electrical systems	1
Administrative / Support	Furniture	NA
	Computers	NA
	Laboratory Equipment	NA

Maintenance Shop Equipment
Yard Tractor

NA
1

Asset type

Equipment	\$45,488,088	
processing (Tetra quote)	\$15,800,100	7
HS bottle filler	\$9,160,700	7
palletizing	\$1,463,577	7
ASRS equipt.	\$7,000,000	7
Galdi/Shikoku (Elopak) - optional HG capacity	\$2,862,475	7
HG packaging line	\$2,448,776	7
furniture allowance	\$80,000	7
phone & data	\$1,800,000	5
industrial network	\$500,000	7
security (cameras/card reader/etc.)	\$260,000	5
lockers	\$22,500	7
modula	\$600,000	7
lab equipment	\$1,000,000	7
fork lifts & battery charging	\$450,000	7
equipt cont.	\$2,039,961	7

PURCHASE AGREEMENT

THIS AGREEMENT by and between AOD-MO Holdings, LLC, a limited liability company organized and existing under the laws of the State of Colorado ("**Company**"), and the City of Columbia, Missouri, a municipal corporation, ("**City**") has been made as of the date of the last party to execute the agreement (the "**Effective Date**"):

WITNESSETH:

WHEREAS, affiliates of the Company are a leading producer and processor of organic milk and butter headquartered in Boulder, Colorado with a vertically integrated supply chain to ensure high quality standards for production of organic dairy products from cow-to-carton and to deliver affordable organic dairy product to consumers; and

WHEREAS, in 2012 and 2015 the Company's parent published its Corporate Citizenship Report demonstrating its commitment to sustainability, with Ragan Communications honoring the 2015 report as "Best One-Time or Annual Report" in their 2015 PR Dairy Corporate Social Responsibility Awards and Corporate Register recognizing the report as a finalist in its 2016 Corporate Responsibility Reporting Awards in the categories of Relevance & Materiality, Creativity in Communication, and Openness & Honesty; and

WHEREAS, all the Company's affiliated dairies and existing processing plant are certified for animal welfare by Validus, an independent USDA approved process certifier; and

WHEREAS, due to the need for expanded production capacity, Company proposes to construct a new approximately 80,000 square foot state of the art organic dairy processing manufacturing facility, with the capacity to expand up to approximately 130,000 square feet, together with related improvements (collectively, the "**Project**") on an undeveloped parcel of land described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**") located generally at the intersection of Waco Road and Route B within the City; and

WHEREAS, the combined new capital investment of the Company within the City of Columbia for Phase 1 of the Project, including real estate, new building construction and new manufacturing machinery and equipment is estimated to be \$91,000,000 with Phase 2 expected to add an estimated additional capital investment of \$50,000,000 within the first five years of operation; and

WHEREAS, the Company currently anticipates that the Project, when operational, will provide significant economic benefits to the City by employing approximately 145 to 160 people within the State of Missouri within the first five years of operation at annual starting salaries, or aggregate annual wages, as applicable, averaging in excess of \$42,000 with favorable benefits, and will generate significant real estate and personal property tax revenues for the taxing jurisdictions wherein the Property is located; and

WHEREAS, the Company further anticipates that the Project, when completed and fully operational, will have an annual electrical usage of approximately 15,000,000 kWh, resulting in significant annual revenues to the City's electrical utility; and

WHEREAS, the Property has been vacant for many years and is difficult and slow to develop; and

WHEREAS, in order to develop the Property and construct the Project, the Company, in coordination and partnership with the City and the County of Boone, will incur significant costs including costs for items that will become public improvements belonging to the City or inuring to the

benefit of the City and its citizens and for items that are for a public purpose and that benefit the City and its citizens; and

WHEREAS, the City and Company desire to enter into this Agreement whereby the Company, among other things, agrees to purchase the Property for the purpose of constructing and operating the Project, and the City, among other things, agrees to sell the Property on the terms and conditions herein as well as provide public utilities and roadway access to the Property sufficient for operation of the Project; and

WHEREAS, the City and Company further desire to provide for the development of the Property by Company in general conformance with the description of the Project attached hereto as **Exhibit "B"** (the "**Project Description**"); and

WHEREAS, the City has determined it is in the public interest to sell the Property to Company on the terms and conditions set forth herein; and

WHEREAS, the City is authorized to enter into this Agreement with the Company pursuant to the provisions of Section 70.210 et seq. RSMo;

NOW, THEREFORE, to improve, maintain and revitalize industrial and business activity in the City by assuring opportunities for development and attracting sound and stable business growth, to promote the public interest and to enhance the tax base of the City, and to induce the Company to undertake the Project within the City in order to provide the greatest benefit and opportunity for residents of the City, and in consideration of the mutual covenants and agreements herein set forth, the City and the Company do hereby covenant and agree as follows:

1. **Purchase of the Property.** Company agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Property consisting of an unimproved 101.78 +/- acre parcel of real estate located generally at the intersection of Waco Road and Route B in the City of Columbia, Missouri, as legally described on **Exhibit "A"**, together with all related appurtenances, rights, privileges, interests and easements. Company shall not assume any liabilities of City related to the Property, except as expressly described herein.
2. **Purchase Price.** The purchase price for the Property shall be Two Million Thirty-Five Thousand Six Hundred Dollars (\$2,035,600.00), subject to adjustment and proration (on a per acre basis) if the property contains less than 101.78 acres as determined by an ALTA Survey prepared in accordance with Section 3.c below (the "**Purchase Price**"), a portion of which will be held in escrow following Closing pursuant to Section 13 hereof, which Purchase Price Company agrees to pay to City as follows:
 - a. Seventy-five Thousand Dollars (\$75,000.00) (the "**Earnest Money**") shall be deposited in escrow with the Title Company (as described below) within five business days after Company has executed this Agreement ("**Escrow**").
 - b. The remainder of the Purchase Price shall be paid at the Closing (as defined below), subject to the terms and conditions of this Agreement.
3. **Plat; Title; Survey; Due Diligence; Exceptions.**
 - a. Plat. Following the Effective Date of this Agreement and deposit of Earnest Money by Company, City shall proceed without unnecessary delay to cause the Property to be platted into a single lot. Such plat shall include, at a minimum, the vacation of each of the following:
 - (i) Sutter Industrial Drive right of way, (ii) the 10' utility easements adjacent to Sutter Industrial

Drive, (iii) the 100' x 100' temporary turn around easement at the northern terminus of Sutter Industrial Drive, and (iv) a 16' drainage easement along the north property line of Lot 1. All costs associated with the platting of the Property and street/utility vacations shall be paid by City.

- b. Investigation. City will allow Company and its consultants and representative to access the property for purposes of their investigation thereof and to permit such soils testing, environmental testing, or other physical evaluation of the Property as Company may consider necessary or appropriate. Company shall have the ability to terminate this Agreement by written notice to City at any time on or before the date that is twenty (20) days prior to the Closing Date, as defined below, (the "**Inspection Period**") if Company is dissatisfied, in its sole discretion, with its investigation of the physical condition of the Property or of any other conditions affecting the Property, the Company's intended use of the Property, or the Project, including without limitation, zoning or other regulatory restrictions applicable to the Property. If such notice is given, Company shall be entitled to a full refund of the Earnest Money and this Agreement shall terminate.
- c. Title. City agrees to convey good and marketable title to the Property to Company by a special warranty deed ("**Warranty Deed**"), subject only to the exceptions and encumbrances that are permitted by this Agreement ("**Permitted Encumbrances**"). City shall, at its sole cost and expense, deliver to Company within twenty (20) days after the Effective Date, a commitment ("**Title Commitment**") to issue an owner's title insurance policy insuring Company in the amount of the Purchase Price, and committing to delete the standard preprinted exceptions or provide an "extended coverage" endorsement, to be issued through First American Title Company ("**Title Company**"), which shall be in a form approved by the American Land Title Association ("**ALTA**") and acceptable to the Company. The Title Commitment must show good and marketable title to the Property to be in City's name, subject only to beneficial easements and restrictions of record that will not materially interfere with or with Company's intended use of the Property or the Project. The Title Commitment shall be updated following the platting of the Property required by Paragraph 3.a hereof to reflect the accurate legal description created by such plat approval.
- d. Survey. Company may obtain, at Company's expense, a ALTA survey of the Property which locates the boundaries of the Property, all improvements on the Property, any easements, or rights of way affecting or benefiting the Property and any encroachments across the boundaries of the Property that is in form and substance acceptable to Company and Company's lender, if any, including, without limitation, the form of certification ("**Survey**").
- e. Other Due Diligence Materials. City shall, as soon as practicable, but no later than ten (10) days after the Effective Date, provide Company with copies of any existing title policies, surveys, environmental studies and/or reports, water quality reports, floodway or drainage permits or certificates, zoning information, building and land use restrictions, and legal notices received by City from any governmental authority or any other information regarding the Property of which it is aware or which is reasonably requested by Company ("**Due Diligence Materials**").
- f. Exceptions. Company shall notify City on or before the last day of the Inspection Period (or if later, five days after the addition of any new exception to the Title Commitment), if there are any exceptions not permitted by this Agreement or if the Survey shows any deviation from apparent boundaries or represented acreage, flood hazard area, encroachment, or condition that poses a problem for Company or Company's lenders, if any, or that, in Company's reasonable judgment, could interfere with Company's intended use of the Property or the Project, (individually and collectively, a "**Defect**"). All encumbrances other than financial liens

identified on Schedule B-2 of the Title Commitment and not identified by Company as Defects in accordance with the above shall be considered Permitted Exceptions. City shall remove each Defect at City's expense within fifteen (15) days after Company's written notice of the Defect to City. In addition, City shall satisfy the requirements attributable to City set forth in the Title Commitment on or before the Closing Date. If City fails or refuses to remove any Defect, then Company may cure any Defect that is capable of being cured or satisfied by the payment of a sum certain, deducting such sum(s) from the remaining Purchase Price otherwise payable to City hereunder. As an alternative, Company may, on or before the last day of the Inspection Period (or the later period described above with respect to exceptions added to the Title Commitment) and in lieu of a notice of Defects, determine in its sole discretion that any aspect of the Property does not meet Company's approval or that any of the Defects or conditions to closing have not been satisfied and provide notice to City that it desires to terminate this Agreement without further liability or cost to either party. If such notice is given, Company shall be entitled to a full refund of the Earnest Money and this Agreement shall terminate.

4. **City's Representations and Warranties.** City represents and warrants to Company, which representations and warranties shall be true on the date hereof and on the Closing Date, as follows:
- a. There are no pending or, to the best of City's knowledge, threatened condemnation proceedings against the whole or any part of the Property;
 - b. There are no claims, litigation, proceedings, inquiries, investigations, or disputes pending or, to the best of City's knowledge, threatened against or relating to the Property or the Incentives, as defined in Section 5.c;
 - c. City has at all times operated the Property in compliance with all applicable laws, ordinances, orders, codes, rules, regulations, building and use restrictions, and other legal requirements, including, without limitation, compliance with all applicable environmental laws (collectively, "**Applicable Law**"), and, to the best of City's knowledge, the Property is free and clear of all violations of Applicable Law;
 - d. To the best of City's knowledge, there has been no production, generation, use, storage, transport, treatment, spill, release, infiltration, or disposal at the Property or, any adjoining property of any hazardous substance or solid or hazardous waste (as those terms are defined in applicable federal and state environmental protection laws and regulations, including, without limitation, petroleum and its derivatives, polychlorinated biphenyls, radon gas, urea formaldehyde foam insulation and asbestos (collectively, "**Hazardous Substances**")), except as may be disclosed by any environmental assessment report certified to Company obtained by Company during the Inspection Period;
 - e. To the best of City's knowledge, no Hazardous Substance is present on, in, or under the Property in a quantity or concentration that would give rise to a claim of liability against any person under Applicable Law, except as disclosed by any Phase I environmental assessment report obtained by Company during the Inspection Period;
 - f. There are not now, and to the best of City's knowledge never have been, any aboveground or underground storage tanks at the Property;
 - g. There is no pending or, to the best of City's knowledge, proposed special assessment affecting or which may affect the whole or any part of the Property;

- h. City has and can deliver to Company good and marketable title to the Property, subject only to the Permitted Encumbrances;
- i. The Property has legal and physical access from a publicly dedicated and improved right-of-way;
- j. City represents that City is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain City's tax identification number; and
- k. All necessary actions to approve, execute, deliver, and perform this Agreement have been taken by City, or will be taken by City prior to Closing, and this Agreement is the valid and binding obligation of City, enforceable against City in accordance with its terms.

To the extent allowed by law, and without waiving or forfeiting any right to claim sovereign immunity, City shall hold Company harmless and indemnify Company from and against any loss, including, without limitation, reasonable attorneys' fees, incurred by reason of City's breach of any of the foregoing representations and warranties.

5. **Company's Representations and Warranties.** Company represents and warrants to City, which representations and warranties shall be true on the Closing Date, as follows:

- a. The Company is a limited liability company duly organized in the State of Colorado authorized to transact business in the State of Missouri;
- b. The Company has the power and authority to enter into this Agreement and to carry out its obligations hereunder and has, or will have by the date of Closing, duly authorized the execution, delivery and performance of this Agreement by proper action of its board of directors and this Agreement is the valid and binding obligation of Company, enforceable against Company in accordance with its terms;
- c. The Company would not be willing to enter this Agreement nor construct the Project in the City but for the execution of this Agreement and receipt of the tax abatement and/or other economic development incentives contemplated to be provided to Company by the City, County of Boone, and the State of Missouri (the "**Incentives**") and, except as otherwise herein provided, performance hereunder is expressly contingent upon approval and receipt of such assistance.

To the extent allowed by law, and without waiving or forfeiting any rights, Company shall hold City harmless and indemnify City from and against any loss, including, without limitation, reasonable attorneys' fees, incurred by reason of Company's breach of any of the foregoing representations and warranties.

6. **Contingencies to Purchase of the Property.** The obligation of Company to Purchase the Property shall be contingent upon the satisfaction or waiver, in the sole discretion of the Company, of the following conditions:

- a. All representations and warranties of City set forth in this Agreement will in all material respects be true as of the Closing Date;
- b. City having timely performed and complied in all material respects with all covenants, obligations, and agreements to be performed or complied with by City on or prior to the Closing Date;

- c. Company's satisfaction with a due diligence inspection and investigation of the Property, including but not limited to the environmental condition of the Property, matters disclosed in the Survey, the condition of title to the Property and the results of all tests, inspections and examinations on the Property, as determined in Company's sole and absolute discretion;
- d. Approval by Company's managers or other governing body;
- e. The form and adequacy of the Title Commitment and the availability of endorsements requested by Seller or its lenders; and
- f. Approval of satisfactory entitlements, development rights and the Incentives from other jurisdictions necessary to make the project feasible and economically viable, including the County of Boone and State of Missouri.

If any one or more of the contingencies, is not satisfied and Seller and is not willing to waive the contingency(ies), then Company may terminate this Agreement and the Earnest Money shall be returned to Company, provided such termination is communicated, in writing to City, on or before twenty (20) days prior to the Closing Date.

7. Property Closing.

- a. The Closing of the purchase and sale of the Property hereunder (the "**Closing**") shall take place on or before March 31, 2017 (as such date may be extended as provided below, the "**Closing Date**"). With this limitation, the Closing shall take place at such time and place and on such date as shall be specified by Company with at least five (5) days' notice to City at the offices of First American Title Company. The Company may extend the Inspection Period and the Closing Date by written notice to the City on or before the last day of the Inspection Period to permit the Company to complete its investigation, provide additional time to satisfy the conditions to Closing herein, or otherwise facilitate an orderly Closing.
- b. At the Closing, City shall execute and deliver the following:
 - (i) The Warranty Deed, in recordable form;
 - (ii) A closing statement setting forth any closing adjustments;
 - (iii) Affidavit(s) in the form prescribed by the Title Company for the removal of its standard printed exceptions;
 - (iv) An ordinance or other evidence of authorization of the transaction acceptable to the title company;
 - (v) An Escrow Agreement setting forth the terms of the escrow described in Section 13 below;
 - (vi) Any documentation necessary or appropriate to confirm the availability of the Incentives from the City;
 - (vii) A certificate of non-foreign status; and
 - (viii) Any other documents reasonably necessary or legally required to evidence the purchase and sale.

- c. At the Closing, City shall deliver, or cause to be delivered, the following:
 - (i) Actual physical possession of the Property; and
 - (ii) An ALTA owner's title insurance policy in the amount of the Purchase Price which shall insure Company's title as set forth herein.
- d. At the Closing, Company shall execute and/or deliver the following:
 - (i) A closing statement setting forth closing costs and adjustments; and
 - (ii) Any other documents reasonably necessary or legally required to evidence the purchase and sale.
- e. At the Closing, City shall pay all recording and filing costs in connection with curing its title to the Property and the title insurance premium for issuance of a policy pursuant to the Title Commitment and any other costs and expenses customarily paid by a seller in a real estate transaction in Missouri. Company shall pay any title insurance premium or fees for any additional title insurance endorsement(s) required by Company or its Lenders and the recording fee for the Warranty Deed and any other costs and expenses customarily paid by a purchaser in a real estate transaction in Missouri. City and Company shall each pay one-half of any closing costs charged by the Title Company.

8. **Taxes and Assessments.** All real estate and personal property taxes and special assessments with respect to the Property, whether or not payable in installments or deferrable without penalty or interest to a later date, that first become due and payable or in the case of special assessments, a lien upon the Property, on or before the Closing Date, or which are assessed retroactively for the period of time prior to the Closing Date, shall be prorated on a calendar year basis. Except as otherwise provided, Company shall be responsible for payment of all taxes and assessments with respect to the Property following the Closing Date.

9. **Real Estate Brokers.** City and Company each agrees and represents to the other that such party has not engaged or involved a broker in the purchase or sale of the Property who is entitled to a commission. Notwithstanding the above, however, each party shall have the right and obligation to compensate any real estate broker or other agent engaged by such party for services associated with the transaction. City and Company shall each indemnify, defend, and hold harmless the other from any claims made by, or payments due to, any broker engaged by, or claiming to have been engaged by, it or by any of its affiliates, including, without limitation, reasonable attorneys' fees expended to defend against such claim to the extent allowed by law.

10. **Construction of the Project by Company.** Subject to the contingencies set forth in this Agreement, following Closing Company hereby agrees to develop the Property and construct the Project in substantially the parameters as set forth in the Project Description, attached hereto as **Exhibit "B"** and made a part hereof by reference. The Project shall be deemed to be in substantial compliance with the terms of this Agreement so long as Company constructs a state of the art dairy processing plant designed and constructed to provide initially for at least 80 full-time employees and are in general compliance with the Project Description. Notwithstanding the above, City acknowledges and agrees that Company shall not be deemed to have violated this provision as a result of any delay or modifications to the Project required by the City, any metropolitan district or other governmental or quasi-governmental agency or to comply with any laws or regulations applicable to the Property, unforeseen physical or other conditions on the Property, changes in general economic conditions or any other matters outside the reasonable control of Company..

Approval of any Project plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose. The parties expressly acknowledge a significant consideration in establishing the Purchase Price of the Property is the construction of the Project and it is not the intent of the City to convey the Property to Company independent of Project construction. In the event Company fails to construct Phase 1 of the Project within three years after Closing, subject to force majeure (as defined below), Company agrees upon the written request of City and repayment of the Purchase Price to Company plus the actual costs, if any, incurred by Company in constructing any improvements on the Property (including professional and consulting fees and other "soft costs" directly related to the Project, less fees and expenses, Company will re-convey the Property to City free and clear of all liens and encumbrances. Except as set forth in Section 13 below, such right to require the Company to re-convey the Property shall be the sole and exclusive remedy of the City under this Section 10.

11. **Occupancy and Operation of the Project.** Within the first five years of occupancy and operation of the Project, Company estimates that it will create a minimum of 130 new jobs within the City with annual starting salaries, or aggregate annual wages, as applicable, averaging in excess of \$42,000 and an annual payroll in excess of \$6,000,000. Company affirms it engages in non-discriminatory employment practices and will use its good faith efforts to implement an employment plan for operation of the Project which includes a target of a workforce reflective of the demographics of the City, including a 10% African-American workforce; provided, however, that such target shall be a goal of the Company and subject to other factors, including the availability of qualified candidates to meet the job requirements and the demographic diversity of the City. Notwithstanding the above, all employment decisions shall be exercised in Company's sole and absolute discretion and there shall not be any penalty or remedy for the Company's failure to meet such employment targets other than as set forth in Section 13 below.

12. **Availability of Utilities.** When fully operational, the Project is estimated to have an annual electrical usage of approximately 15,000,000 kWh, monthly sewer usage of approximately 6,000,000 gallons per month and monthly water usage of approximately 9 million gallons per month. The City represents and warrants that it currently has, and covenants that it will continue to have sufficient electric, water and sewer infrastructure in place adjacent to the Project site to accommodate the needs of Company based upon the Project estimates provided.

13. **Escrow of Purchase Price Reduction.** The City is willing to provide for a reduction in the Purchase Price of the Property upon certification Company has met certain benchmarks related to Project construction, operation and employment of full-time employees as set forth herein. At Closing, \$500,000 of the Purchase Price (the "**Escrow Funds**") received from Company hereunder shall be deposited in escrow with the Title Company or other third party escrow agent agreed to by City and Company to be held pursuant to an escrow agreement agreed to between the City, Company, and such escrow agent (the "**Escrow Agreement**"). Such Escrow Agreement shall provide for release of the entire \$500,000 of Escrow Funds to City if Company fails to complete Phase 1 of the Project on or before the three year anniversary of the Closing Date, subject to force majeure, as evidenced by issuance of a temporary or permanent Certificate of Occupancy (the "**Phase 1 Completion Date**"). If the Phase 1 Completion Date occurs on or before the three year anniversary of the Closing Date, the funds will be retained by the escrow agent and \$100,000 of the Escrow Funds shall be released to the Company if, at any time during the twelve month period following the Phase 1 Completion Date or any subsequent 12 month period (each, a "**Project Year**"), the Company has working at the Project the number of full-time employees specified below for the relevant year (each, a "**Total Employee Benchmark**"):

<u>Year</u>	<u>Total Employee Benchmark</u>
First Project Year	80
Second Project Year	100
Third Project Year	110
Fourth Project Year	120
Fifth Project Year	130

The Escrow Funds shall be eligible to be released to Company in five equal installments of \$100,000 (each, a “**Disbursement Amount**”) during each of the first five successive Project Years. As a condition precedent to each such release of the Disbursement Amount for such Project Year to the Company hereunder, the Company shall, within ninety (90) days following the applicable anniversary, deliver to the City payroll records or other documentation of the number of employees, or by completing a certification in substantially the form set forth in **Exhibit “C”** attached hereto (in whatever form, the “**Employment Documentation**”) demonstrating the highest number of full-time Company employees at the Project during the applicable Project Year. If the Company delivers Employment Documentation within such ninety (90) day period, which indicates that the applicable Total Employee Benchmark has been achieved, the escrow agent shall release the Disbursement Amount for the applicable Project Year to the Company. If the Company fails to deliver Employment Documentation within such ninety (90) day period, or if any timely Employment Documentation indicates that the applicable Total Employee Benchmark has not been achieved, the escrow agent shall retain the Disbursement Amount for the applicable Project Year. Failure of Company to meet the Total Employee Benchmark for any particular Project Year shall not prohibit Company from filing Employment Documentation and receiving the Disbursement Amount in any subsequent Project Year, and if Company achieves the Total Employee Benchmark during a subsequent Project Year, all Disbursement Amounts retained for any prior Project Year shall be disbursed to Company. At the end of five years, any portion of the Escrow Funds for which the Company has not qualified shall be released to City.

14. **Other Approvals Required.** Notwithstanding anything contained herein to the contrary, the obligations of Company contained herein to construct the Project is contingent upon the following actions, none of which shall be unreasonably withheld if required to be approved by the other party:

- a. Submission of an application and required drawings for issuance of a building permit by the Company and approval of such permit by the City;
- b. Approval of a structured price reduction on the Purchase Price of the Property by the City as set forth herein;
- c. Approval of Chapter 100 financing by the County of Boone on terms and conditions acceptable to Company; and
- d. Allocation and approval of participation in the Missouri Works Program, Missouri Build Program, and the Missouri Works Training Program by the State of Missouri on terms and conditions acceptable to Company.

Both Company and City affirm neither party would be willing to enter this Agreement nor construct the improvements on the Property as set forth herein without the assistance provided by the State of Missouri, the County of Boone, and the City of Columbia and the Project construction and Property Purchase is contingent on receipt of such assistance.

15. **Default and Remedies.**

- a. If the Closing does not occur as a result of a default by City under this Agreement including failure of the City to comply with any material covenant, agreement or obligation within any

time limits required by this Agreement and such failure continues for more than thirty (30) days after the City's receipt of written notice thereof from the Company, the Company may either: (1) elect to terminate this Agreement, in which case the Earnest Money shall be returned to Company and Company shall have a right to recover from the City the actual costs incurred by Company in connection with this Agreement, including costs of surveys, environmental or other reports, or other costs and expenses incurred in connection with its investigation of the Property, or (2) obtain specific enforcement of the terms hereof.

- b. If the Closing does not occur as a result of a default by Company under this Agreement including failure of the Company to comply with any material covenant, agreement or obligation within any time limits required by this Agreement and such failure continues for more than thirty (30) days after the City's receipt of written notice thereof from the Company, the Earnest Money shall be delivered to City, and City shall have the right to retain such amount as liquidated damages.
- c. In the event of a default hereunder after the Closing Date, except as otherwise provided herein, the sole remedy of the non-defaulting party shall be to cure the default and seek and be entitled to reimbursement for such cure from the defaulting party. In the event the City defaults under this Agreement after the Closing Date, the Company may also seek and be entitled to specific performance of the City's obligations under this Agreement, provided that Company is not in material default under any of the remaining terms of this Agreement.
- d. If, as a result of a default under this Agreement, whether before or after Closing, either City or Company employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

16. Miscellaneous.

- a. Notwithstanding anything contained herein to the contrary, City's obligations under this Agreement are expressly contingent on City Council approval and, once approved by ordinance of the City Council, shall bind and benefit City, Company and their respective successors, assigns, heirs, executors, and personal representatives.
- b. Company may assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate which is controlled by or under common control with the Company.
- c. All notices under this Agreement shall be in writing and shall be delivered to City and Company at their respective addresses set forth below, or at another address designated by like notice to one another. Personal delivery, facsimile transmission, or mailing of a notice by certified mail, postage prepaid, or delivery by recognized overnight service shall be sufficient notice. Notice shall be effective upon receipt, if personally delivered or faxed, upon mailing, if mailed, or upon deposit with the overnight delivery service.
- d. Time is of the essence of this Agreement. If any date for delivery of a document, or for giving of a notice, falls on a Saturday, Sunday or bank holiday, then it shall be automatically deferred to the next day that is not a Saturday, Sunday or bank holiday. Notwithstanding the above, where a date is qualified by reference to force majeure, such date will be extended if, and to the extent a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, by way of example, failure of Internet access outside the party's control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be

deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay.

- e. This Agreement may not be amended, altered or modified except by means of a writing signed by the person against whom enforcement of any waiver, change, modification, or discharge is sought.
- f. The representations, warranties and agreements set forth in this Agreement shall survive the Closing, delivery of the Warranty Deed, and payment of the Purchase Price.
- g. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.
- h. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Boone County, Missouri. The Company expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.
- i. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
- j. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- k. This Agreement and the exhibits to this Agreement contain all of the representations and statements by City and Company to one another and express the entire understanding between City and Company with respect to the Agreement. All prior and contemporaneous communications concerning the Agreement are merged in and replaced by this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their duly authorized officials and officers.

COMPANY:

AOD-MO HOLDINGS, LLC.
1919 14TH Street – Suite 300
Boulder, Colorado 80302

By: Gary R. Sebek
Title: Chief Operating Officer

Date: _____

CITY:

THE CITY OF COLUMBIA, MISSOURI
701 E. Broadway – 2nd Floor
Columbia, Missouri 65201

By: Mike Matthes
Title: City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

EXHIBIT A

Property Description

Lots 1, 2, and 3 of the Final Plat of Sutter Industrial, Plat 3 in the City of Columbia, County of Boone, State of Missouri, consisting of 101.78 acres, more or less, subject to all easements of record, with the exception of the following easements and rights of way, which shall be vacated by the city prior to closing: Sutter Industrial Drive right of way, the 10' utility easements adjacent to Sutter Industrial Drive, the 100' x 100' temporary turn around easement at the northern terminus of Sutter Industrial Drive, and a 16' drainage easement along the north property line of Lot 1.

EXHIBIT B

Project Description

Company is a leading producer and processor of store-brand organic milk and butter for U.S. retailers through a vertically integrated supply chain. The Company is headquartered in Boulder, Colorado with a processing plant in Platteville, Colorado and organic dairy, heifer and calf farms in Colorado and Texas. The Columbia, Missouri Project will consist of construction of a new approximately 80,000 sq. ft. organic dairy processing facility. The Project will have the capacity to expand to 130,000 sq. ft., dependent on future product demand. Initial capital investment of the Company for Phase 1 of the Project is estimated to be \$91,000,000, with Phase 2 expansion estimated to be an additional \$50,000,000.

Estimated Economic Impact of the AOD-MO Holdings, LLC Milk Processing Plant

Ryan Milhollin and Hannah McClure
Dept. of Agricultural and Applied Economics
University of Missouri
February 2017

Introduction

The objective of this research was to assess the economic impact of a proposed dairy product manufacturing plant to the regional economy. AOD-MO Holdings, LLC has proposed construction of a new organic dairy product manufacturing plant in Columbia, Missouri. The company projects to provide 145 to 160 direct jobs at the plant within the first five years and invest \$91 million of capital initially with an additional capital investment of \$50 million within the first five years.

Construction Economic Impact (One-Time)

Construction of the organic dairy manufacturing plant will stimulate both the regional and state economy by hiring construction workers/contractors, equipment suppliers and others to build the plant. Based on a \$91 million initial capital investment for the new plant, the following economic impacts in Exhibit 1 were estimated to occur within Missouri's economy. The initial construction is estimated to support 842 total jobs, provide \$48.9 million in labor income, add \$66 million to the state's gross regional product and generate \$151 million in total industry sales. The initial construction will also generate tax revenue. An estimated \$4.1 million in state and local taxes and \$10 million in federal taxes will be stimulated.

Exhibit 1 - Initial Construction Impact (\$91 million)

Impact Type	Jobs (number)	Labor Income (dollars)	Value-added (dollars)	Industry Sales (dollars)
Direct Effect	463	\$28,677,617	\$32,555,115	\$91,000,000
Indirect Effect	145	\$9,719,595	\$14,720,286	\$26,908,809
Induced Effect	235	\$10,490,905	\$18,726,103	\$33,144,119
Total Effect	842	\$48,888,116	\$66,001,504	\$151,052,928

Source: University of Missouri, using software and data from IMPLAN. May not sum due to rounding.

An additional \$50 million capital investment is expected to occur three to five years after the initial capital investment. Additional economic impacts are in shown in Exhibit 2. This additional construction is estimated to support 446 total jobs and generate \$82.3 million in total industry sales. An estimated \$2.2 million in state and local taxes and \$5.5 million in federal taxes will be generated.

Exhibit 2 – Additional Construction Impact (\$50 million)

Impact Type	Jobs (number)	Labor Income (dollars)	Value-added (dollars)	Industry Sales (dollars)
Direct Effect	253	\$16,264,697	\$18,543,925	\$50,000,000
Indirect Effect	70	\$4,981,703	\$7,577,243	\$13,873,086
Induced Effect	123	\$5,804,536	\$10,360,979	\$18,441,606
Total Effect	446	\$27,050,936	\$36,482,147	\$82,314,692

Source: University of Missouri, using software and data from IMPLAN. May not sum due to rounding.

Operational Economic Impact (Annually)

The company expects to grow and provide 145 to 160 direct jobs at the organic dairy manufacturing plant within the first five years. This projected employment was the basis for quantifying the economic impact. The annual economic impact to Boone County and its surrounding counties are summarized in Exhibit 3. It is estimated that the plant will support 481 total jobs, provide \$28.3 million in labor income, add \$48.2 million in value-added and generate \$192.8 million in total industry sales. An estimated \$3.6 million in state and local taxes and \$6.2 million in federal taxes will be generated.

Exhibit 3 – Operational Impact

Impact Type	Jobs (number)	Labor Income (dollars)	Value-added (dollars)	Industry Sales (dollars)
Direct Effect	152	\$10,119,779	\$17,609,952	\$129,016,706
Indirect Effect	208	\$13,116,433	\$21,321,902	\$46,655,152
Induced Effect	121	\$5,062,061	\$9,293,490	\$17,145,676
Total Effect	481	\$28,298,273	\$48,225,344	\$192,817,534

Source: University of Missouri, using software and data from IMPLAN. May not sum due to rounding.

Methods and Terminology

IMPLAN Pro software (<http://www.implan.com/>) was used to complete this economic impact analysis. IMPLAN Pro is a nationally recognized and widely used input-output model that includes economic data sets, multipliers and demographic statistics for the entire U.S. economic infrastructure. Estimations in this report used the 2014 IMPLAN county and state level data sets for Missouri.

Economic impact is influenced by various effects. Three economic effects influence total economic impact: direct impact, indirect impact and induced impact. **Direct effects** are directly created by the processing plant with its industry sales. **Indirect effects** accumulate when this processing plant purchases materials and services from other businesses. **Induced effects** accrue when employees and proprietors spend their household income within the economy.

Several measures are used in this report to communicate economic impact.

- **Jobs** refers to the annual average of jobs supported. A job reported can be either full-time or part-time.
- **Value-added** represents the difference between industry sales and the cost of its intermediate expenditures. This measure includes employee compensation, proprietor income, taxes on production/imports and other property income such as corporate profits, net interest, dividends and rent. Additionally, value-added is often referred to as gross regional product (GRP).
- **Labor income** refers to employment income, which includes proprietor income and employee compensation, such as wages and benefits. It is included in the value-added classification.
- **Industry sales** represent the total value of industry production. Also called output.
- **Taxes** are also included in the value-added classification and displayed separately by state/local and federal taxes. This includes sales taxes, property taxes, motor vehicle licenses, severance taxes, social insurance taxes, corporate profits taxes, income taxes and other miscellaneous taxes.

Project: AOD-MO Holdings, LLC

7 Year Personal Property Estimates - Phase 1

Year	Equipment Investment Net Book Value	Depreciation Factor	Taxable Value	Assessment Ratio	Assessed Value	Divided by 100	Tax Rate	Taxes Due Without Chapter 100	50% Abatement Collection	75% Abatement Collection
Year 1	\$ 43,000,000.00	0.8929	\$ 38,394,700.00	0.3333	\$ 12,796,953.51	\$ 127,969.54	7.0767	\$ 905,602.01	\$ 452,801.00	\$ 226,400.50
Year 2	\$ 43,000,000.00	0.7016	\$ 30,168,800.00	0.3333	\$ 10,055,261.04	\$ 100,552.61	7.0767	\$ 711,580.66	\$ 355,790.33	\$ 177,895.16
Year 3	\$ 43,000,000.00	0.5513	\$ 23,705,900.00	0.3333	\$ 7,901,176.47	\$ 79,011.76	7.0767	\$ 559,142.56	\$ 279,571.28	\$ 139,785.64
Year 4	\$ 43,000,000.00	0.4288	\$ 18,438,400.00	0.3333	\$ 6,145,518.72	\$ 61,455.19	7.0767	\$ 434,899.92	\$ 217,449.96	\$ 108,724.98
Year 5	\$ 43,000,000.00	0.3063	\$ 13,170,900.00	0.3333	\$ 4,389,860.97	\$ 43,898.61	7.0767	\$ 310,657.29	\$ 155,328.65	\$ 77,664.32
Year 6	\$ 43,000,000.00	0.1838	\$ 7,903,400.00	0.3333	\$ 2,634,203.22	\$ 26,342.03	7.0767	\$ 186,414.66	\$ 93,207.33	\$ 46,603.66
Year 7	\$ 43,000,000.00	0.1000	\$ 4,300,000.00	0.3333	\$ 1,433,190.00	\$ 14,331.90	7.0767	\$ 101,422.56	\$ 50,711.28	\$ 25,355.64
Totals			\$ 136,082,100.00		\$ 45,356,163.93	\$ 453,561.64		\$ 3,209,719.65	\$ 1,604,859.83	\$ 802,429.91

7 Year Personal Property Estimates to Taxing Entity - Phase 1

Taxing Entity	Tax Rate	50% Abatement Collection	75% Abatement Collection
State of Missouri	0.0300	\$ 6,803.42	\$ 3,401.71
Columbia Public Schools	6.0430	\$ 1,370,436.49	\$ 685,218.25
Boone County Library	0.3091	\$ 70,097.95	\$ 35,048.98
City of Columbia	0.4100	\$ 92,980.14	\$ 46,490.07
Boone County	0.1200	\$ 27,213.70	\$ 13,606.85
Boone County Group Home	0.1146	\$ 25,989.08	\$ 12,994.54
Common Road	0.0500	\$ 11,339.04	\$ 5,669.52
Total	7.0767	\$ 1,604,859.83	\$ 802,429.91

Personal Property Residual Value Year 8-10 - Phase 1

Taxing Entity	Annual Residual Value 10% Collection	3 Year Total Collection
State of Missouri	\$ 429.96	\$ 1,289.87
Columbia Public Schools	\$ 86,607.67	\$ 259,823.02
Boone County Library	\$ 4,429.99	\$ 13,289.97
City of Columbia	\$ 5,876.08	\$ 17,628.24
Boone County	\$ 1,719.83	\$ 5,159.48
Boone County Group Home	\$ 1,642.44	\$ 4,927.31
Common Road	\$ 716.60	\$ 2,149.79
Total	\$ 101,422.56	\$ 304,267.67

10 Year Real Property Estimates - Phase 1

Year	Real Property Value	Assessment Ratio	Assessed Value	Divided by 100	Tax Rate Minus Surcharge	Taxes Due Without Chapter 100	50% Abatement Collection Tax Revenue	75% Abatement Collection Tax Revenue
Year 1	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 2	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 3	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 4	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 5	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 6	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 7	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 8	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 9	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Year 10	\$ 2,800,000.00	0.32	\$ 896,000.00	\$ 8,960.00	7.0767	\$ 63,407.23	\$ 31,703.62	\$ 15,851.81
Totals						\$ 634,072.32	\$ 317,036.16	\$ 158,518.08

*Assessor Note: It would be a violation of the Uniform Standards of Professional Practice to render an opinion of value for the real property prior to reviewing detailed plans and specifications of this project.

Real Property Estimate by Agency - Phase 1

Taxing Entity	Tax Rate	50% Abatement Collection	75% Abatement Collection
State of Missouri	0.0300	\$ 1,344.00	\$ 672.00
Columbia Public Schools	6.0430	\$ 270,726.40	\$ 135,363.20
Boone County Library	0.3091	\$ 13,847.68	\$ 6,923.84
City of Columbia	0.4100	\$ 18,368.00	\$ 9,184.00
Boone County	0.1200	\$ 5,376.00	\$ 2,688.00
Boone County Group Home	0.1146	\$ 5,134.08	\$ 2,567.04
Common Road	0.0500	\$ 2,240.00	\$ 1,120.00
Total	7.0767	\$ 317,036.16	\$ 158,518.08

Combined Real and Personal Property Total by Agency 10 Year Summary - Phase 1

Taxing Entity	Tax Rate	Total Collection 50% Abatement	Total Collection 75% Abatement
State of Missouri	0.0300	\$ 9,437.30	\$ 5,363.58
Columbia Public Schools	6.0430	\$ 1,900,985.91	\$ 1,080,404.46
Boone County Library	0.3091	\$ 97,235.60	\$ 55,262.79
City of Columbia	0.4100	\$ 128,976.37	\$ 73,302.31
Boone County	0.1200	\$ 37,749.18	\$ 21,454.33
Boone County Group Home	0.1146	\$ 36,050.47	\$ 20,488.89
Common Road	0.0500	\$ 15,728.83	\$ 8,939.31
Total	7.0767	\$ 2,226,163.66	\$ 1,265,215.66

7 Year Personal Property Estimates to Taxing Entity - Phase 2

Taxing Entity	Tax Rate	50% Abatement Collection	75% Abatement Collection
State of Missouri	0.0300	\$ 3,955.48	\$ 1,977.74
Columbia Public Schools	6.0430	\$ 796,765.40	\$ 398,382.70
Boone County Library	0.3091	\$ 40,754.62	\$ 20,377.31
City of Columbia	0.4100	\$ 54,058.22	\$ 27,029.11
Boone County	0.1200	\$ 15,821.92	\$ 7,910.96
Boone County Group Home	0.1146	\$ 15,109.93	\$ 7,554.97
Common Road	0.0500	\$ 6,592.47	\$ 3,296.23
Total	7.0767	\$ 933,058.04	\$ 466,529.02

Combined Real and Personal Property Total by Agency 10 Year Summary - Phase 1 and 2

Taxing Entity	Tax Rate	Total Collection 50% Abatement	Total Collection 75% Abatement
State of Missouri	0.0300	\$ 13,392.78	\$ 7,341.32
Columbia Public Schools	6.0430	\$ 2,697,751.31	\$ 1,478,787.16
Boone County Library	0.3091	\$ 137,990.22	\$ 75,640.10
City of Columbia	0.4100	\$ 183,034.59	\$ 100,331.42
Boone County	0.1200	\$ 53,571.10	\$ 29,365.29
Boone County Group Home	0.1146	\$ 51,160.40	\$ 28,043.86
Common Road	0.0500	\$ 22,321.30	\$ 12,235.54
Total	7.0767	\$ 3,159,221.70	\$ 1,731,744.68

Spreadsheet Assumptions

Assumes Attraction Project - All investment new to Columbia. Current revenues to taxing district from company and site are \$0
 Assumes Personal Property Investment of \$43,000,000.00 Phase 1, \$25,000,000.00 Phase 2
 Assumes Current Personal Property Tax Rate of 7.0767
 Assumes all Personal Property - 7 Years MACRS
 Assumes Phase 1 Investment in Year 1, Phase 2 Investment in Year 3
 Residual value assumes all equipment still in service in year 8 and beyond
 Due to uncertainty of valuation of Real Property, this analysis does not account for Real Property Investment in Phase 2
 Commercial Surcharge of \$.61 per \$100 of Assessed Value is not abated

Disclaimer

These are not official Boone County estimates or documents
 These estimates were prepared by REDI Staff and the Incentives Subcommittee, in consultation with Boone County Officials
 This is a working document used to illustrate points of discussion
 These estimates assume an Attraction project by a company that currently has no presence in Boone County
 These calculations assume that each agency's tax rates remain the same during the life of the project, which is unlikely



Regional Economic Development Inc.

**Chapter 100 Review Panel Meeting
Tuesday, February 21, 2017 – 3:30 p.m.
Regional Economic Development Inc.
500 E Walnut St, Suite 103 – Training Room**

Regional Economic Development Inc. (REDI) has received an application for the issuance of Chapter 100 Revenue Bonds from AOD-MO Holdings, LLC. As specified in the County of Boone's Chapter 100 Policy, the Boone County Commission, in conjunction with REDI, must establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 proposal, before any formal request is submitted to the County of Boone.

The Chapter 100 Review Panel Meeting is planned for Tuesday, February 21, 2017, beginning at 3:30 p.m. at the offices of Regional Economic Development Inc., 500 E Walnut St, Suite 102, Columbia, MO 65201.

Members of the public may attend any open meeting. For requests for accommodations related to disability, please call (573) 441.5543. In order to assist staff in making the appropriate arrangements for your accommodation, please make your request as far in advance of the posted meeting dates as possible.



Regional Economic Development Inc.

Chapter 100 Review Panel

IMPACTED TAXING JURISDICTIONS' 2nd MEETING

TUESDAY, FEBRUARY 21, 2017 – 3:30 P.M.

REDI TRAINING ROOM, 500 E WALNUT ST, SUITE 103, COLUMBIA, MO 65201

BOONE COUNTY CHAPTER 100 APPLICATION REVIEW AOD-MO HOLDINGS, LLC

Agenda

- I. Call to Order – Dave Griggs, Chair, REDI Incentives Subcommittee
- II. Introductions
- III. Review Minutes of February 7, 2017 Meeting
- IV. Additional Questions
- V. Ballot Description (handout)
- VI. Ballot Discussion and Recommendation
- VII. Adjourn Meeting – Dave Griggs

Chapter 100 Review Panel Second Meeting – Aurora Organic Dairy, LLC
February 21, 2017
3:30 p.m.

Committee Attendees:

Brian Treece, Mayor City of Columbia
Darin Preis, Columbia Public Schools Board Member
Robyn Kaufman, Boone County Family Resources
Bill Young, Boone County Library Board
Brian McCollum, Boone County
Bill Watkins, REDI Incentives Subcommittee Member
Dave Griggs, REDI Incentives Subcommittee Chair

Other:

Melissa Carr, Director of Daniel Boone Regional Library
Brittany Ruess, Columbia Daily Tribune
Scott Dye, Socially Responsible Agricultural Project
Tom Coulter, Columbia Missourian
Sara Maslar-Donar, ABC 17
David Lorandi, Private Citizen

REDI Staff:

Stacey Button, REDI President
Bernie Andrews, REDI Executive Vice President
Shannon Hance, REDI Executive Assistant

Meeting Minutes:

Meeting Called To Order by Dave Griggs at 3:35 p.m.

Review Minutes of February 7, 2017, Meeting:

Dave Griggs directed each attendee to the three documents provided for today's meeting: the meeting notice, meeting agenda, and minutes from the February 7th meeting. The minutes were previously distributed via e-mail on February 16th. Dave Griggs requested that everyone review the minutes thoroughly and then asked for any additional questions regarding the project presentations from the initial meeting. There was a motion made to approve the minutes from February 7, 2017, by Darin Preis which was seconded by Bill Young. All were in favor and the motion passed unanimously.

Additional Questions:

Dave Griggs stated that Boone County Family Resources requested that Aurora consider hiring individuals with disabilities and he expects a letter from AOD by this Thursday outlining their willingness to work with all segments of the community.

Brian McCollum asked for clarification of Phase 1 and Phase 2 asking if they were essentially two different phases of Chapter 100. Dave Griggs said that the company has asked for abatements on both phases and each phase has its own 10-year real property abatement term and 7-year personal property abatement term.

Mayor Treece asked if there was a copy of the contract of the Chapter 100 agreement. Dave Griggs said that the current Chapter 100 Policy is included within the binders under the Current Approved Policy tab, and that the Purchase Agreement for the land is included within the Chapter 100 Application tab. The actual Performance Agreement will be prepared by the Boone County Counselor and Bond Counsel after Chapter 100 bonds are approved by the County Commission. Mayor Treece asked about the clawbacks if the jobs do not materialize, specifically "Does the company have to pay anything back?" The Performance Agreement that will be prepared by the County will have penalties for not meeting specific job creation requirements.

Darin Preis commented that the school board is impressed with the diversity component this company is agreeing to as part of their hiring practices. He understands that it is not part of the clawbacks, but liked the idea of including that language in the contract. Mayor Treece said the diversity component is in City's land sale contract. Dave Griggs said that the Boone County Family Resources Board has asked to broaden the diversity agreement to include persons with disabilities and that request has been sent to the company. Darin Preis asked what happens if they don't reach the minority hiring goal. Bernie Andrews directed attendees to the Purchase Agreement, pages 8-9, paragraph 11, where it states the company will make a good faith effort to hire minorities. The members went over the agreement details.

Dave Griggs said if they do not meet the benchmark for the year in the City's Purchase Agreement, they do not get the draw down for that year. Darin Preis said in paragraph 11 he sees language about setting a target workforce reflecting demographics of the City, but he doesn't see any binding language. Mayor Treece acknowledged what attendees were looking at is the City's Purchase Agreement that specifically states: *The target shall be a goal of the company and subject to other factors including the availability of qualified candidates to meet the job requirements and the demographic diversity of the City.* Dave Griggs said they are pledging to make every attempt to meet those goals. Mayor Treece shared that the company hopes the number is closer to 50%; however, they committed to 10% African-American in the agreement.

The City's contract is independent of the County Performance Agreement. If Aurora Organic Dairy does not purchase equipment or start construction of a building or reach job requirements, the Performance Agreement will modify the abatement percentage.

There were no additional questions or comments.

Ballot Description:

Dave Griggs asked the taxing representatives to read the formal ballot description provided to each taxing entity.

Ballot Discussion and Recommendation:

Dave Griggs asked each taxing representative to cast their vote and sign their form. Executive Vice President Bernie Andrews read the ballot language and reported that all five (5) taxing entities voted yes to recommend moving this project to the Boone County Commissioners for consideration.

Dave Griggs expressed his sincere appreciation for the committee's willingness to create jobs in the community.

Robyn Kaufman thanked the committee for taking their suggestion to the company for consideration of hiring individuals with disabilities. Dave Griggs said that he was happy she brought up the issue.

Bill Young said this is the third Chapter 100 proposal he has been involved with and commented on the cooperation of the taxing entities as being good, and added that the REDI subcommittee team presented well to the Library Board.

With the positive vote, Dave Griggs reported that this would go to the County Commissioners on Thursday, February 23rd for Introduction and First Read with the same presentation and materials given to this committee. All were invited to attend the public meetings.

Bill Young asked if there was any further word from Aurora Organic Dairy about coming to Columbia. Dave Griggs responded affirmatively their intent to locate in Columbia at the conclusion of the Chapter 100 process.

There were no further questions or comments.

Meeting adjourned at 3:56 p.m.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

2nd

day of March

20 17


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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number #2 to Parking Lot Lease between Boone County and First Christian Church of Columbia, Missouri.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number #2 to Parking Lot Lease.

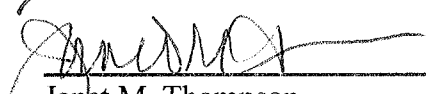
Done this 2nd day of March, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Party
District I Commissioner


Janet M. Thompson
District II Commissioner

**AMENDMENT #2 TO
PARKING LOT LEASE**

THIS AMENDMENT #2 TO PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the 2nd day of March, 201~~7~~, by and between **FIRST CHRISTIAN CHURCH OF COLUMBIA, MISSOURI**, a not-for-profit corporation of the State of Missouri, Landlord, and **BOONE COUNTY, MISSOURI**, by and through its County Commission, Tenant.

Recitals

WHEREAS, Landlord is the fee owner of property legally described as follows:

Lots 283, 292, 293 and 294 of the original town, now City of Columbia, Missouri;

WHEREAS, Landlord and Tenant previously entered into a Parking Lot Lease and Right of First Refusal dated December 6, 2010, and approved in Boone County Commission Order 585-2010, which provides for the rental of sixty (60) parking lot spaces to Tenant; and

WHEREAS, the parties have renewed the Parking Lot Lease by its original terms through at least December 31, 2020; and

WHEREAS, pursuant to Amendment #1 to said Parking Lot Lease approved in Boone County Commission Order 240-2015, during calendar year 2016 Tenant engaged a Contractor to demolish the former city park at the corner of 9th and Walnut and construct additional parking; and

WHEREAS, the construction of additional parking by Tenant's contractor has resulted in an additional fourteen (14) parking spaces for Tenant's use under this Lease Agreement, for a total of seventy-four (74) parking spots which are subject to this Agreement; and

WHEREAS, a diagram showing the new parking lot and the seventy-four (74) parking spots which are the subject to this Lease Agreement is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant's unreimbursed costs of construction of the new parking spots are to be amortized over a 10-year period as an annual credit against its rental obligations for its seventy-four (74) spots; and

WHEREAS, the parties wish to memorialize their mutual understandings and agreements regarding the lease of the expanded parking lot:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Incorporation of Existing Lease.** The existing Parking Lot Lease and Right of First Refusal dated December 6, 2010, and approved in Boone County Commission Order 585-2010, which provides for the rental of sixty (60) parking lot spaces to Tenant is incorporated herein. All terms and conditions of the existing Parking Lot Lease and Right of First Refusal shall remain in full force and effect except as specifically modified herein.
2. **Incorporation of Additional 14 Spots and New Diagram.** The Parking Lot Lease is considered amended to include a total of seventy-four (74) spots as shown in the parking lot diagram attached hereto as an exhibit and incorporated herein by reference.
3. **Term.** This Agreement began on January 1, 2011 for a 5-year term which was renewed into a second, 5-year term. The current term (the second, 5-year term) will expire on December 31, 2020. The lease shall automatically renew for two additional, five-year periods, on the terms and conditions outlined in the base lease, unless sooner terminated by written notice under the provisions of the base lease.
4. **Rent and Annual Rent Credit.**
 - a. Beginning January 1, 2017, Tenant shall pay a base annual rent of \$303.65 per spot for each of the 74 spots, or a total, annual rent of \$22,470.10. Rent shall be paid quarterly. For calendar year 2017 and each year thereafter, the annual rent shall be increased, but not decreased, by the positive change in the annual Consumer Price Index, if any, as most recently certified by the Missouri State Tax Commission. Said certified CPI rates can be found via the Missouri State Tax Commission's website, www.stc.mo.gov, under the "Clerks" tab. The only Consumer Price Index that will be used for this Lease is that rate most recently certified by the Missouri State Tax Commission as of January 1 of the appropriate year. As the State Tax Commission's CPI index for the prior year is not available until February, the County will adjust the second quarter's payment to reflect the new, adjusted rental amount. Notwithstanding the foregoing, Tenant shall have the right to prepay the quarterly rent contemplated herein if the same is more appropriate for Tenant's budgetary purposes.
 - b. Beginning January 1, 2017, Tenant shall be entitled to an annual credit against that year's rental obligations provided for herein to reflect County's costs incurred in the parking lot improvement project completed in 2016. The total credit County is entitled to is \$62,416.04 which, by agreement, is to be amortized over a 10-year period. As a result, County will be entitled to a credit against its rental obligations set out herein in the following amounts for the following years:
 - i. 2017: \$6,241.60
 - ii. 2018: \$6,241.60
 - iii. 2019: \$6,241.60
 - iv. 2020: \$6,241.60
 - v. 2021: \$6,241.60

- vi. 2022: \$6,241.60
- vii. 2023: \$6,241.60
- viii. 2024: \$6,241.60
- ix. 2025: \$6,241.60
- x. 2026: \$6,241.60

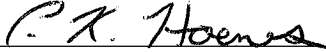
c. If the lease term is not renewed for the year Tenant is entitled to a credit, then Landlord shall pay to Tenant any and all remaining, unapplied credit via check to Tenant no later than February 28th of year following the termination of this lease.

5. **Nonappropriation by Tenant.** All of the obligations of Tenant contemplated herein which require the expenditure of funds are expressly conditioned upon Tenant having a sufficient, unencumbered balance of funds appropriated for that purpose.
6. **Future Cooperation.** The parties agree to fully cooperate with each other and take such further actions as are necessary to effectuate the intent of this Amendment.
7. **Modification and Waiver.** No modification or waiver of any provision of this Amendment nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by the party to be charged therewith and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
8. **Counterparts.** This Amendment may be executed in any number of counterparts by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and each of which shall constitute but one and the same Amendment.
9. **Binding on Successors.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
10. **Complete Agreement.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.
11. **Authority of Signatories.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

SO AGREED.

LANDLORD:

First Christian Church of Columbia, Missouri



C.K. Hoenes, Church Moderator

TENANT:

Boone County, Missouri

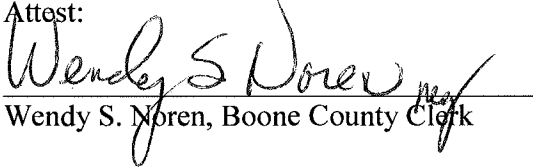
By and through its County Commission

By:



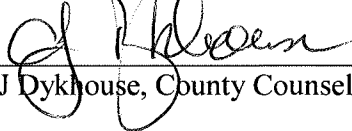
Daniel K. Atwill, Presiding Commissioner

Attest:



Wendy S. Noren, Boone County Clerk

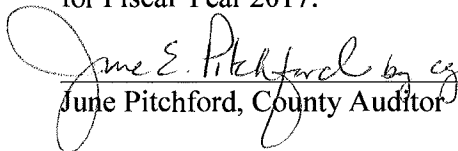
Approved as to Legal Form:



CJ Dykhouse, County Counselor

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract for Fiscal Year 2017.


June Pitchford, County Auditor

2/22/17

Date

6102-71100

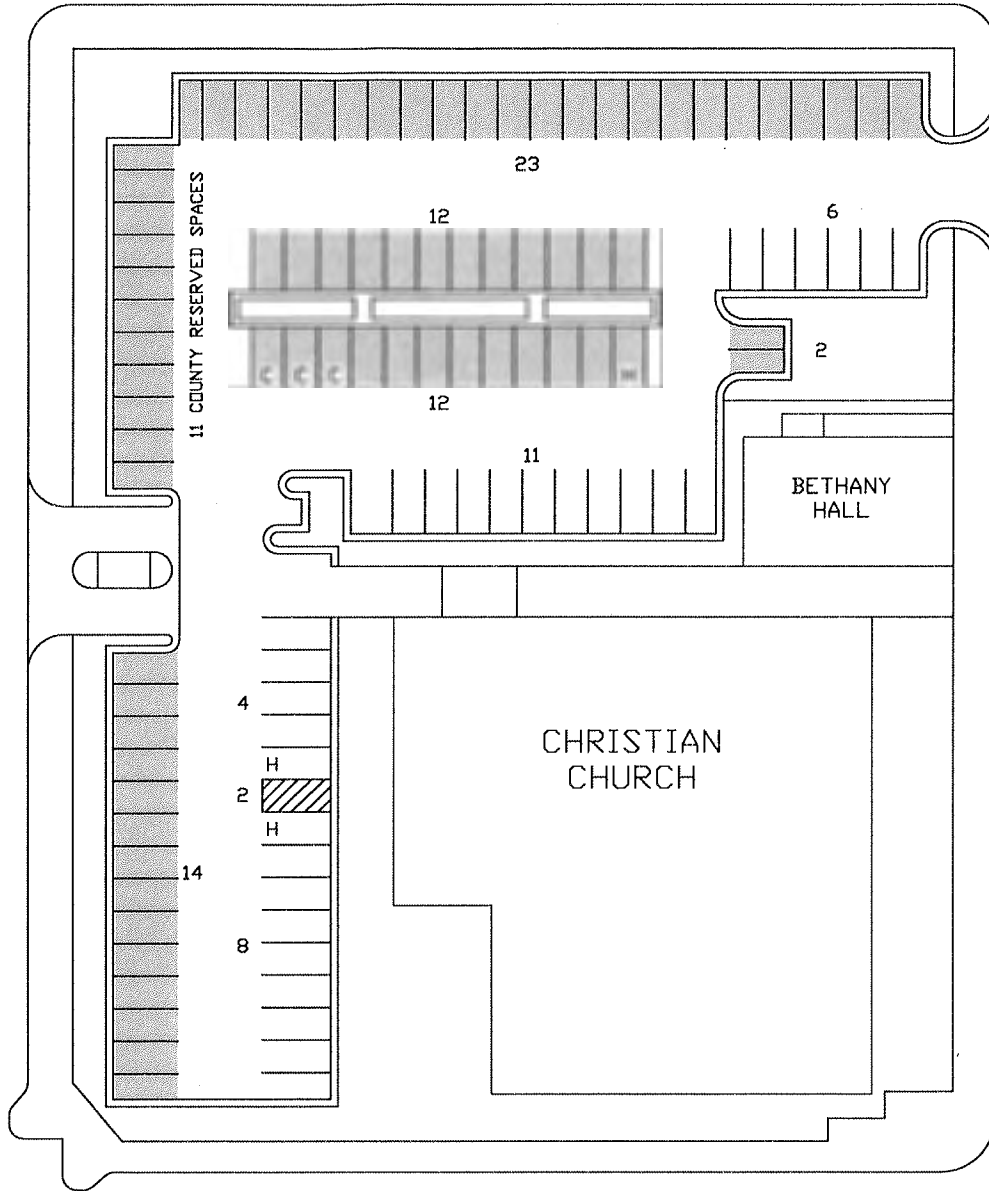
EXHIBIT A – DIAGRAM OF NEW LOT





ASH STREET

NINTH STREET

TENTH STREET



WALNUT STREET

-  COUNTY SPACES
-  CHURCH SPACES

CHRISTIAN CHURCH PARKING LOT

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

2nd

day of March

20 17

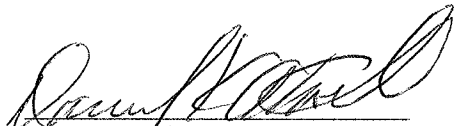
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Sierra Club – Osage Group for March 10, 2017 from 6:00 p.m. to 9:05 p.m.

Done this 2nd day of March, 2017.

ATTEST:

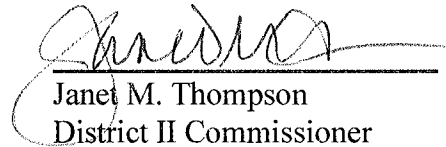
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Sierra Club - Osage Group
Address: 4804 Shale Oaks Avenue
City: Columbia State: MO ZIP Code: 65203
Phone: 417-793-8600 Website: www.sierraclub.org/missouri/osage
Individual Requesting Use: Carolyn Amparan Position in Organization: Chair of Osage Group

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: Columbia City Council Candidate Forum on Clean Energy, Climate and the Environment
Description of Use (ex. Speaker, meeting, reception): Forum with candidates
Date(s) of Use: March 10, 2017
Start Time of Setup: 6:00 PM AM/PM Start Time of Event: 6:30 PM AM/PM
End Time of Event: 9:00 PM AM/PM End Time of Cleanup: 9:05 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. 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 of rooms as specified in this application.

Organization Representative/Title: Carolyn Amparan/Chair Osage Group Sierra Club
Phone Number: 417-793-8600 Date of Application: 2/21/2017
Email Address: carolyn.amparan@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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:
Wendy S. Nowe
County Clerk

BOONE COUNTY, MISSOURI
Roger B. Wilson
County Commissioner

DATE: 3-2-17

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

2nd

day of March

20 17

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

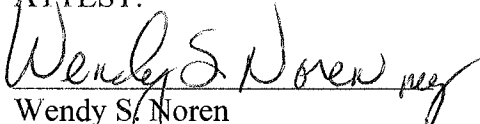
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by the Boone County Schools Mental Health Coalition from 12:30 p.m. to 5:30 p.m. for the following dates in 2017:


March 29
April 26
May 31
June 28
July 26

August 30
September 27
October 25
November 29
December 27

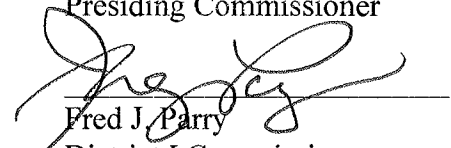
Done this 2nd day of March, 2017.

ATTEST:

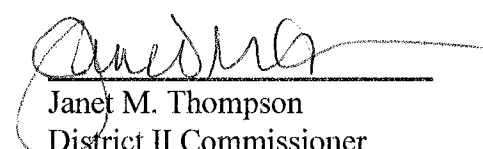

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government Conference Rooms as follows:

Organization: Boone County Schools Mental Health Coalition

Address: 105 East Ash, Suite 100

City: Columbia MO ZIP Code: 65203

Phone: 573 303 0460 Website: www.bs.schoolsmh.org

Individual Reporting Use: headmaster James Jones Position in Organization: Director

Facility Requested: Classroom Room 301 Room 311 Room 302 Community Clinic

Event: Interagency Committee (for Boone County)

Description of Use (i.e., speaker, meeting, workshop): meeting

Days of Use: Wednesdays, last week of each month, as needed

Start Time of Event: 12:30 AM/PM AM PM Start Time of Course: 1:00 AM/PM AM PM

End Time of Event: 5:00 AM/PM AM PM End Time of Course: 5:30 AM/PM AM PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

- To abide by all applicable laws, regulations and county policies in using Boone County Government Conference Rooms.
- To provide all users of rooms before that day the appropriate sign posted in rooms by the appropriate user.
- To report, explain, or pay for the repair or replacement of damaged property including carpets and furnishings in rooms.
- To maintain rooms in such a manner as to not create liability issues with Boone County Government Building Services.
- To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, suits or any kind of action including costs, attorney expenses, attorney fees, and other expenses or claims of liability, injury or property damage, incurred by anyone participating in or attending the organization use of rooms as specified in this application.

Organization Signatory Name/Title: Janice Williams Jones, Director

Phone Number: 573 303 0460 Date of Application: 2/20/17

E-mail Address: tracyjones1@missouri.edu

Application may be submitted in person or by mail at the Boone County Commission, 301 E. Walnut, Room 201, Columbia, MO 65201 or by email to complaint@boone-mo.gov

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application as per the conditions with the rights and restrictions stated herein. This permit is subject to termination or suspension by the appropriate staff representative of the Boone County Government.

APPROVED:
Wendy S. Noren may
3-2-17

BOONE COUNTY COMMISSION
Charles K. White

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

2nd

day of March

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by PEO Chapter – LT from 8:00 a.m. to 12:30 p.m. for the following dates:

2017

March 7

March 21

April 4

April 18

May 2

May 16

June 6

September 19

October 3

October 17

November 7

December 12

2018

January 16

February 6

February 20

March 6

Done this 2nd day of March, 2017.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Fred J. Parry
Fred J. Parry

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

To: OJETA Murray
From: PEO Chapter KZ

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows: Des Wehrman (573)682-1815

Organization: PEO CHAPTER-LT

Address: % Attn: Deborah Grisham Wehrman-12165 Audrain County Road #971

City: Centralia State: MO ZIP Code: 65240

Phone: (573)682-0417 Website: _____

Individual Requesting Use: Deborah Grisham Wehrman Position in Organization: Corresponding Secretary

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Meeting

Description of Use (ex. Speaker, meeting, reception): _____

Date(s) of Use: Tuesday: Mar 7, Mar 21, Apr 4, 18, May 2, 16, June 6, Sept 19, Oct 3, 17, Nov 7, Dec 12, Jan 16, Feb 6, 20, Mar 6

Start Time of Setup: 8:00 AM/PM Start Time of Event: 9:30 AM/PM

End Time of Event: 12:30 AM/PM End Time of Cleanup: 12:30 AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. 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 of rooms as specified in this application.

Organization Representative/Title: DEBORAH G. WEHRMAN - SECRETARY CHAPTER KZ / PEO.

Phone Number: (573)682-1815 or (573)682-0417 Date of Application: 21 / 2017

Email Address: deborah.wehrman@edwardjones.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 3-2-17

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

2nd

day of March

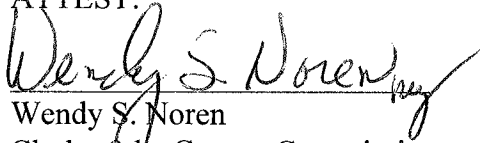
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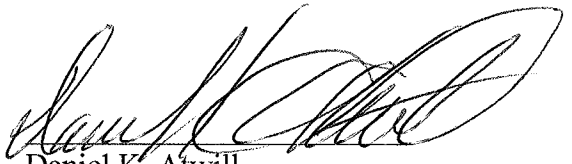
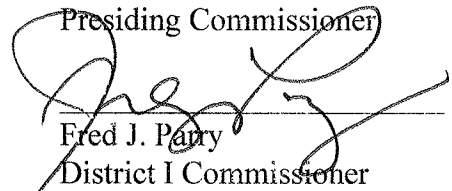
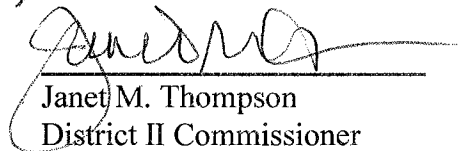
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Courthouse Plaza by Sheena Coffee for March 3, 2017 from 5:30 p.m. to 8:30 p.m.

Done this 2nd day of March, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

How many attendees (including volunteers) do you anticipate being at your event? HOPEING FOR 100

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. THERE WILL BE A P.A. + MICROPHONE THROUGH WHICH HE WILL DIRECT PEOPLE

TO CALMLY LEAVE. THE SHERIFF'S DEPARTMENT WILL BE CONTACTED. AND WE WILL HAVE A FEW

CONFLICT MANAGERS PRESENT.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ #minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?
 Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:


1. 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 Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. 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.
4. 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.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. 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.

Organization Representative/Title: STEENA COFFE

Address: 603 PENNANT ST. COLUMBIA, MO 65203

Phone Number: 619-600-7954 Date of Application: 2/28/17

Email Address: STEENASTARCOLLI@GMAIL.COM

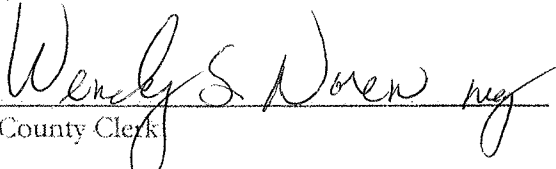
Signature: 

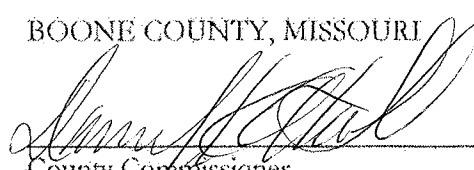
Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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:


County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 3-2-17