

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 9th day of July 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 26/2012 for Directional Boring Crew Services with Sellenriek Construction, Inc. of Jonesburg, MO.

This is a Term and Supply contract in effect through December 31, 2015 and the terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchas Agreement.

Done this 9th day of July, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

288-2015

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 30, 2015
RE: Cooperative Contract – 26/2012 – *Directional Boring Crew Services*

Dave Dunford, our Radio Consultant requests permission to utilize the City of Columbia's cooperative contract 26/2012 – *Directional Boring Crew Services* with Sellenriek Construction, Inc. of Jonesburg, Missouri for the boring and conduit work for the Scott Boulevard tower fiber conversion project.

This is a 2015 project to convert the site from leased telephone line linking to fiber connectivity. Goals are improved reliability, better performance, and operating cost savings (no more leased lines). The boring is the means to get the fiber from city owned fiber on pole line across Scott Blvd. into the existing tower compound and our shelter.

This term and supply contract is in effect through December 31, 2015 and has one, one-year renewal. Invoices will be paid from 2704 – Joint Comm Radio Network, account 92200 – Replacement Buildings and Improvements. \$19,000 was budgeted for this project.

cc: Contract File
Karen Miller, Commission

**PURCHASE AGREEMENT
FOR
DIRECTIONAL BORING CREW SERVICES - TERM AND SUPPLY**

THIS AGREEMENT dated the 9th day of July 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sellenriek Construction, Inc.**, herein Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **Directional Boring Crew Services** in compliance with all bid specifications and any addendum issued for the City of Columbia, Request for Quote number **26/2012** as well as Boone County Standard Terms and Conditions, insurance requirements, Annual Wage Order No. 21, and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Quote number **26/2012** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through December 31, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one **(1) additional one year period** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **directional boring crew services**. **Directional boring crew services** will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Rates and Charges** - Contractor agrees to provide **directional boring crew services** in accordance with its bid response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

288-2015

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SELLENRIEK CONSTRUCTION, INC.

BOONE COUNTY, MISSOURI

by [Signature]
 title SERVICE PRESIDENT

by: Boone County Commission
[Signature]
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
[Signature]
 Wendy S. 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] by [Signature] 2704 / 92200 Term and Supply
 Signature Date Appropriation Account

STANDARD CONTRACT 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. 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.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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.
13. 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.

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.



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

12/15/2014

NOTIFICATION OF CONTRACT RENEWAL

CITY OF COLUMBIA

CONTRACT 26/2012

CONTRACT PERIOD January 1, 2015 through December 31, 2015

The City of Columbia has renewed the above contract with your firm, with price changes, per your renewal offer dated 12/9/2014, for one additional year. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
26/2012	1-1-15 - 12/31/15	4 of 5	12310	Sellenriek Construction Inc 313 N Gladstone Ave Jonesburg, MO 63351 Contact: <i>Heath Sellenriek</i> Phone: 636-488-3151 Fax: 636-488-3374 Email: heaths@sellcon.us

Contract: Directional Boring Crew Services

Items Awarded: See Attached

Price: See Attached

Notes from Procurement Officer:

Terms: Net 30

Sincerely,

Barb Rorman

by Cali Jr

Barb Rorman, CPPB
Procurement Officer
City of Columbia

cc: Aaron Ray, Dan Clark, Tony Cunningham

26/2012

Sellenriek Construction, Inc.

Line	Description	Year 1	Year 2	Year 3	Year 4	Year 5
1	CONSTRUCTION: Quote the following unit prices, based on a full, typical directional boring crew and equipment. SERVICE TYPE/DESCRIPTION: TRENCHING & PLACING, UNIT PRICE PER LINEAR FOOT					
1.1	TRENCH OPEN DITCH, NO PIPE	\$6.41	\$6.41	\$6.73	\$6.80	
1.2	TRENCH OPEN DITCH, NO PIPE	\$14.60	\$14.60	\$15.33	\$15.48	
1.3	TRENCH AND PLACE ONE (1) 2" ROLL PIPE	\$6.68	\$6.68	\$7.01	\$7.08	
1.4	TRENCH AND PLACE ONE (1) 2" ROLL PIPE	\$15.77	\$15.77	\$16.56	\$16.73	
1.5	TRENCH AND PLACE ONE (1) 2" PVC CONDUIT	\$6.68	\$6.68	\$7.01	\$7.08	
1.6	TRENCH AND PLACE ONE (1) 2" PVC CONDUIT	\$15.71	\$15.77	\$16.56	\$16.73	
1.7	TRENCH AND PLACE ONE (1) 3" PVC CONDUIT	\$6.96	\$6.96	\$7.31	\$7.83	
1.8	TRENCH AND PLACE ONE (1) 3" PVC CONDUIT	\$16.38	\$16.38	\$17.20	\$17.37	
1.9	TRENCH AND PLACE ONE (1) 4" PVC CONDUIT	\$7.29	\$7.29	\$7.65	\$7.73	
1.10	TRENCH AND PLACE ONE (1) 4" PVC CONDUIT	\$16.65	\$16.65	\$17.48	\$17.65	
1.11	TRENCH AND PLACE ONE (1) 5" PVC CONDUIT	\$7.85	\$7.85	\$8.24	\$8.32	
1.12	TRENCH AND PLACE ONE (1) 5" PVC CONDUIT	\$17.55	\$17.55	\$18.43	\$18.61	
1.13	TRENCH AND PLACE ADDITIONAL 2" ROLL PIPE	\$1.16	\$1.16	\$1.22	\$1.23	
1.14	TRENCH AND PLACE ADDITIONAL 2" ROLL PIPE	\$1.30	\$1.30	\$1.37	\$1.38	
1.15	TRENCH AND PLACE ADDITIONAL 2" PVC CONDUIT	\$1.16	\$1.16	\$1.22	\$1.23	
1.16	TRENCH AND PLACE ADDITIONAL 2" PVC CONDUIT	\$1.30	\$1.30	\$1.37	\$1.38	
1.17	TRENCH AND PLACE ADDITIONAL 3" PVC CONDUIT	\$1.72	\$1.72	\$1.81	\$1.83	
1.18	TRENCH AND PLACE ADDITIONAL 3" PVC CONDUIT	\$2.45	\$2.45	\$2.57	\$2.60	
1.19	TRENCH AND PLACE ADDITIONAL 4" PVC CONDUIT	\$15.21	\$15.21	\$15.97	\$16.13	
1.20	TRENCH AND PLACE ADDITIONAL 4" PVC CONDUIT	\$3.48	\$3.48	\$3.65	\$3.69	
1.21	TRENCH AND PLACE ADDITIONAL 5" PVC CONDUIT	\$2.62	\$2.62	\$2.75	\$2.78	
1.22	TRENCH AND PLACE ADDITIONAL 5" PVC CONDUIT	\$3.79	\$3.79	\$3.98	\$4.02	
2	CONSTRUCTION: Quote the following unit prices, based on a full, typical directional boring crew and equipment. SERVICE TYPE/DESCRIPTION: DIRECTIONAL BORE, UNIT PRICE PER LINEAR FOOT					
2.1	DIRECTIONAL BORE FOUR (4) 1.5" INNERDUCTS	\$15.21	\$15.21	\$15.97	\$16.13	
2.2	DIRECTIONAL BORE FOUR (4) 1.5" INNERDUCTS	\$75.05	\$76.05	\$79.85	\$80.65	
2.3	DIRECTIONAL BORE ONE (1) 2" ROLL PIPE	\$12.85	\$12.85	\$13.49	\$13.62	
2.4	DIRECTIONAL BORE ONE (1) 2" ROLL PIPE	\$64.35	\$64.35	\$67.57	\$68.25	
2.5	DIRECTIONAL BORE ONE (1) 2" PVC BORGARD	\$12.85	\$12.85	\$13.49	\$13.62	
2.6	DIRECTIONAL BORE ONE (1) 2" PVC BORGARD	\$64.35	\$64.35	\$67.57	\$68.25	
2.7	DIRECTIONAL BORE ONE (1) 3" PVC BORGARD	\$13.71	\$13.71	\$14.40	\$14.54	
2.8	DIRECTIONAL BORE ONE (1) 3" PVC BORGARD	\$70.20	\$70.20	\$73.71	\$74.44	
2.9	DIRECTIONAL BORE ONE (1) 4" PVC BORGARD	\$15.21	\$15.21	\$15.97	\$16.13	
2.10	DIRECTIONAL BORE ONE (1) 4" PVC BORGARD	\$76.05	\$76.05	\$79.85	\$80.64	
2.11	DIRECTIONAL BORE ONE (1) 5" PVC BORGARD	\$17.55	\$17.55	\$18.43	\$18.61	
2.12	DIRECTIONAL BORE ONE (1) 5" PVC BORGARD	\$87.75	\$87.75	\$92.14	\$93.06	
2.13	DIRECTIONAL BORE ONE (1) 8" PVC	\$25.00	\$25.00	\$26.25	\$26.51	
2.14	DIRECTIONAL BORE ONE (1) 8" PVC	\$99.45	\$99.45	\$104.42	\$105.46	
2.15	DIRECTIONAL BORE ONE (1) 10" PVC	\$29.55	\$29.55	\$31.03	\$31.34	
2.16	DIRECTIONAL BORE ONE (1) 10" PVC	\$111.15	\$111.15	\$116.71	\$117.88	
2.17	DIRECTIONAL BORE ONE (1) 12" PVC	\$34.10	\$34.10	\$35.81	\$36.17	
2.18	DIRECTIONAL BORE ONE (1) 12" PVC	\$122.85	\$122.85	\$129.00	\$130.29	
2.19	DIRECTIONAL BORE ONE (1) ADDITIONAL 1.5" INNERDUCT	\$1.16	\$1.16	\$1.22	\$1.23	
2.20	DIRECTIONAL BORE ONE (1) ADDITIONAL 1.5" INNERDUCT	\$11.70	\$11.70	\$12.29	\$12.41	
2.21	DIRECTIONAL BORE ONE (1) ADDITIONAL 2" ROLL PIPE	\$4.68	\$4.68	\$4.91	\$4.96	
2.22	DIRECTIONAL BORE ONE (1) ADDITIONAL 2" ROLL PIPE	\$30.45	\$30.45	\$31.97	\$32.29	
2.23	DIRECTIONAL BORE ONE (1) ADDITIONAL 2" PVC BOREGARD	\$4.68	\$4.68	\$4.91	\$4.96	
2.24	DIRECTIONAL BORE ONE (1) ADDITIONAL 2" PVC BOREGARD	\$30.45	\$30.45	\$31.97	\$32.29	
2.25	DIRECTIONAL BORE ONE (1) ADDITIONAL 3" PVC BOREGARD	\$6.13	\$6.13	\$6.44	\$6.50	
2.26	DIRECTIONAL BORE ONE (1) ADDITIONAL 3" PVC BOREGARD	\$35.65	\$35.65	\$37.43	\$37.80	
2.27	DIRECTIONAL BORE ONE (1) ADDITIONAL 4" PVC BOREGARD	\$7.00	\$7.00	\$7.35	\$7.42	
2.28	DIRECTIONAL BORE ONE (1) ADDITIONAL 4" PVC BOREGARD	\$44.45	\$44.45	\$46.67	\$47.14	
2.29	DIRECTIONAL BORE ONE (1) ADDITIONAL 5" PVC BOREGARD	\$8.75	\$8.75	\$9.19	\$9.28	

2.30	DIRECTIONAL BORE ONE (1) ADDITIONAL 5" PVC BOREGARD	\$46.35	\$46.35	\$48.67	\$49.16	
3	CONSTRUCTION: Quote the following unit prices, based on a full, typical directional boring crew and equipment. SERVICE TYPE/DESCRIPTION: JACK & DRY BORE WATER ENCASEMENTS (UNCOATED STEEL CASING), UNIT PRICE PER LINEAR FOOT					
3.1	JACK & DRY BORE ONE (1) 2" STEEL CASING (.188 MIN THICKNESS)	\$25.00	\$25.00	\$26.25	\$26.51	
3.2	JACK & DRY BORE ONE (1) 2" STEEL CASING (.188 MIN THICKNESS)	\$100.00	\$100.00	\$105.00	\$106.05	
3.3	JACK & DRY BORE ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	\$200.00	\$200.00	\$210.00	\$212.10	
3.4	JACK & DRY BORE ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	\$440.00	\$440.00	\$462.00	\$466.62	
3.5	JACK & DRY BORE ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	\$210.00	\$210.00	\$220.50	\$222.70	
3.6	JACK & DRY BORE ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	\$450.00	\$450.00	\$472.50	\$477.23	
3.7	JACK & DRY BORE ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	\$220.00	\$220.00	\$231.00	\$233.31	
3.8	JACK & DRY BORE ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	\$470.00	\$470.00	\$493.50	\$498.44	
3.9	JACK & DRY BORE ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	\$250.00	\$250.00	\$262.50	\$265.13	
3.10	JACK & DRY BORE ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	\$500.00	\$500.00	\$525.00	\$530.25	
3.11	JACK & DRY BORE ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	\$270.00	\$270.00	\$283.50	\$286.34	
3.12	JACK & DRY BORE ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	\$540.00	\$540.00	\$567.00	\$572.67	
3.13	JACK & DRY BORE ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	\$300.00	\$300.00	\$315.00	\$318.15	
3.14	JACK & DRY BORE ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	\$600.00	\$600.00	\$630.00	\$636.30	
3.15	JACK & DRY BORE ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	\$320.00	\$320.00	\$336.00	\$352.80	
3.16	JACK & DRY BORE ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	\$690.00	\$690.00	\$724.50	\$731.75	
3.17	JACK & DRY BORE ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	\$350.00	\$350.00	\$367.50	\$371.18	
3.18	JACK & DRY BORE ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	\$880.00	\$880.00	\$924.00	\$933.24	
3.19	JACK & DRY BORE ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	\$500.00	\$500.00	\$525.00	\$530.25	
3.20	JACK & DRY BORE ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	\$1,400.00	\$1,400.00	\$1,470.00	\$1484.70	
3.21	JACK & DRY BORE ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	\$600.00	\$600.00	\$630.00	\$636.30	
3.22	JACK & DRY BORE ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	\$1,800.00	\$1,800.00	\$1,890.00	\$1908.90	
4	CONSTRUCTION: Quote the following unit prices, based on a full, typical directional boring crew and equipment. SERVICE TYPE/DESCRIPTION: MANHOLE/HANDHOLE PLACEMENT & RELOCATION, ADDITIONAL ITEMS. UNIT PRICE EACH					
4.1	PLACE HANDHOLE 4' X 5' X 4'	\$1,345.00	\$1,345.00	\$1,412.25	\$1426.38	
4.2	PLACE SECONDARY VAULT	\$292.45	\$292.45	\$307.07	\$310.14	
4.3	DIG INTO MANHOLE WITH KNOCKOUT	\$526.00	\$526.00	\$552.03	\$557.55	
4.4	PLACE V-1 MANHOLE	\$1,754.50	\$1,754.50	\$1,832.78	\$1851.10	
4.5	PLACE V-4 MANHOLE	\$4,094.00	\$4,094.00	\$4,298.70	\$4341.69	
4.6	PLACE V-2 SWITCHGEAR PAD	\$1,169.75	\$1,169.75	\$1,228.24	\$1240.52	
4.7	PLACE V-7 SWITCHGEAR PAD	\$1,169.75	\$1,169.75	\$1,228.24	\$1240.52	
4.8	DIG INTO EXISTING SINGLE PHASE TRANSFORMER	\$298.00	\$298.00	\$312.90	\$316.03	
4.9	DIG INTO EXISTING THREE PHASE TRANSFORMER	\$584.90	\$584.90	\$613.20	\$619.32	
4.10	DIG INTO EXISTING SECONDARY VAULT	\$175.50	\$175.50	\$184.28	\$186.12	
4.11	PLACE V-8 PULL BOX	\$557.00	\$557.00	\$584.85	\$1002.40	
4.12	PLACE L-7 STREET LIGHT	\$83.55	\$83.55	\$87.73	\$88.61	
4.13	PLUMB & POUR 3-PHASE TRANSFORMER PAD	\$1,337.00	\$1,337.00	\$1,403.85	\$1417.89	
4.14	SET RISER ON POLE FOR 1ST TEN (10) FEET	\$409.50	\$409.50	\$429.98	\$434.28	

5	CONSTRUCTION: Quote the following unit prices, based on a full, typical directional boring crew and equipment. SERVICE TYPE/DESCRIPTION: CONCRETE/ASPHALT. UNIT PRICE PER SQUARE FOOT					
5.1	CONCRETE/ASPHALT REMOVAL	\$5.00	\$5.00	\$5.25	\$5.30	
5.2	CONCRETE REPAIR	\$40.25	\$40.25	\$42.26	\$42.68	
5.3	ASPHALT REPAIR	\$18.50	\$18.50	\$19.43	\$19.62	
6	CONSTRUCTION: Quote the following unit prices, based on a full, typical directional boring crew and equipment. SERVICE TYPE/DESCRIPTION: CONCRETE/ASPHALT. UNIT PRICE PER SQUARE FOOT					
6.1	REMOVE SOLID ROCK FOR THE PLACEMENT OF UTILITIES	\$315.00	\$315.00	\$330.75	\$334.05	
7	MATERIAL ONLY PRICES: AS NEEDED					
7.1	2" PE ROLL PIPE	\$0.94	\$1.00	\$1.00	\$1.00	
7.2	3" PVC BOREGARD	\$3.60	\$3.60	\$3.60	\$3.60	
7.3	4" PVC BOREGARD	\$4.50	\$4.50	\$4.95	\$4.95	
7.4	5" PVC BOREGARD	\$6.50	\$6.50	\$6.50	\$6.50	
7.5	5" PVC BOREGARD	\$6.50	\$6.50	\$6.50	\$6.50	
7.6	OTHER MATERIALS % ABOVE CONTRACTORS COST		15%	15%	15%	15%
8	HOURLY RATE: ELECTRIC WORK					
8.1	HOURLY RATE GENERAL FOREMAN	\$83.50	\$87.68	\$90.31	\$91.21	
8.2	HOURLY RATE GENERAL FOREMAN	\$111.50	\$117.08	\$120.59	\$121.80	
8.3	HOURLY RATE GENERAL FOREMAN	\$141.50	\$148.58	\$156.00	\$157.56	
9	HOURLY RATE: ELECTRIC WORK					
9.1	HOURLY RATE FOREMAN	\$79.50	\$83.48	\$85.99	\$86.85	
9.2	HOURLY RATE FOREMAN	\$106.50	\$111.83	\$117.42	\$118.59	
9.3	HOURLY RATE FOREMAN	\$133.50	\$140.18	\$144.39	\$145.83	
10	HOURLY RATE: ELECTRIC WORK			106.39		
10.1	HOURLY RATE JOURNEYMAN LINEMAN	\$73.00	\$76.65	\$78.95	\$83.13	
10.2	HOURLY RATE JOURNEYMAN LINEMAN	\$96.50	\$101.32	\$106.39	\$112.03	
10.3	HOURLY RATE JOURNEYMAN LINEMAN	\$120.00	\$126.00	\$129.78	\$136.66	
11	HOURLY RATE: ELECTRIC WORK					
11.1	HOURLY RATE OPERATOR	\$63.10	\$66.25	\$68.24	\$71.79	
11.2	HOURLY RATE OPERATOR	\$86.45	\$90.77	\$93.49	\$98.35	
11.3	HOURLY RATE OPERATOR	\$104.80	\$110.04	\$113.34	\$119.23	
12	HOURLY RATE: ELECTRIC WORK					
12.1	HOURLY RATE GROUNDMAN	\$51.50	\$54.08	\$55.70	\$58.49	
12.2	HOURLY RATE GROUNDMAN	\$67.25	\$70.61	\$72.73	\$76.37	
12.3	HOURLY RATE GROUNDMAN	\$82.90	\$87.05	\$89.66	\$94.14	
13	HOURLY RATE: WATER WORK					
13.1	HOURLY RATE GENERAL FOREMAN	\$73.50	\$76.44	\$78.73	\$79.52	
13.2	HOURLY RATE GENERAL FOREMAN	\$95.55	\$99.37	\$102.35	\$103.37	
13.3	HOURLY RATE GENERAL FOREMAN	\$117.70	\$122.41	\$126.08	\$127.34	
14	HOURLY RATE: WATER WORK					
14.1	HOURLY RATE FOREMAN	\$69.40	\$72.18	\$74.35	\$75.09	
14.2	HOURLY RATE FOREMAN	\$89.50	\$93.08	\$95.87	\$96.83	
14.3	HOURLY RATE FOREMAN	\$109.60	\$113.98	\$117.40	\$118.57	
15	HOURLY RATE: WATER WORK					
15.1	HOURLY RATE PIPEFITTER	\$66.50	\$95.58	\$95.58	\$95.58	
15.2	HOURLY RATE PIPEFITTER	\$88.50	\$88.50	\$105.50	\$105.50	
15.3	HOURLY RATE PIPEFITTER	\$110.45	\$119.29	\$122.87	\$122.87	
16	HOURLY RATE: WATER WORK					
16.1	HOURLY RATE OPERATING ENGINEER	\$62.65	\$65.16	\$68.42	\$70.68	
16.2	HOURLY RATE OPERATING ENGINEER	\$79.40	\$82.58	\$89.86	\$92.83	
16.3	HOURLY RATE OPERATING ENGINEER	\$96.15	\$100.00	\$105.00	\$108.97	
17	HOURLY RATE: WATER WORK					
17.1	HOURLY RATE TRUCK DRIVER	\$44.70	\$46.05	\$47.43	\$49.94	
17.2	HOURLY RATE TRUCK DRIVER	\$69.00	\$71.07	\$73.20	\$77.08	
17.3	HOURLY RATE TRUCK DRIVER	\$87.00	\$89.61	\$92.30	\$97.19	
18	HOURLY RATE: WATER WORK					
18.1	HOURLY RATE SKILLED LABORER	\$50.90	\$52.94	\$54.53	\$55.06	
18.2	HOURLY RATE SKILLED LABORER	\$69.50	\$72.28	\$74.45	\$73.19	
18.3	HOURLY RATE SKILLED LABORER	\$88.15	\$91.68	\$96.26	\$97.22	

19	EQUIPMENT RATE:					
19.1	HOURLY RATE: AIR COMPRESSOR 185 CFM 120 PSI OR SIMILAR EQUIPMENT	\$15.75	\$15.75	\$16.54	\$16.71	
19.2	HOURLY RATE: BACKHOES 416 CAT/580C CASE OR SIMILAR EQUIPMENT	\$27.30	\$27.30	\$28.67	\$28.96	
19.3	HOURLY RATE: VEHICLES 1/2 TON OR SIMILAR EQUIPMENT	\$8.40	\$8.40	\$8.82	\$8.91	
19.4	HOURLY RATE: VEHICLES 3/4 TON OR SIMILAR EQUIPMENT	\$9.50	\$9.50	\$9.98	\$10.08	
19.5	HOURLY RATE: VEHICLES 1 TON OR SIMILAR EQUIPMENT	\$10.50	\$10.50	\$11.03	\$11.14	
19.6	HOURLY RATE: VEHICLES ROAD TRACTOR OR SIMILAR EQUIPMENT	\$47.00	\$47.00	\$49.35	\$49.84	
19.7	HOURLY RATE: VEHICLES 1 TON UTILITY VAN WITH TOOLS OR SIMILAR EQUIPMENT	\$10.50	\$10.50	\$11.03	\$11.14	
19.8	HOURLY RATE: VEHICLES 2 TON UTILITY VAN WITH TOOLS OR SIMILAR EQUIPMENT	\$17.60	\$17.60	\$18.48	\$18.66	
19.9	HOURLY RATE: TRAILERS LOW BOY TRAILER OR SIMILAR EQUIPMENT	\$6.30	\$6.30	\$6.62	\$6.69	
19.10	HOURLY RATE: TRAILERS TAG TRAILER OR SIMILAR EQUIPMENT	\$6.30	\$6.30	\$6.62	\$6.69	
19.11	HOURLY RATE: TRAILERS PIPE HAULING TRAILER OR SIMILAR EQUIPMENT	\$6.30	\$6.30	\$6.62	\$6.69	
19.12	HOURLY RATE: DIRECTIONAL BORING MACHINE WITH POWER PACK UNITS 5,000 TO 20,000 THRUST RATED OR SIMILAR EQUIPMENT	\$57.75	\$57.75	60.64	\$61.25	
19.13	HOURLY RATE: DIRECTIONAL BORING MACHINE WITH POWER PACK UNITS 20,000 TO 45,000 THRUST RATED OR SIMILAR EQUIPMENT	\$84.00	\$84.00	88.2	\$89.08	
19.14	HOURLY RATE: DIRECTIONAL BORING MACHINE WITH POWER PACK UNITS 40,000 TO 70,000 THRUST RATED OR SIMILAR EQUIPMENT	\$141.75	\$141.75	148.84	\$150.33	
19.15	HOURLY RATE: FRONT LOADER BACKHOE OR SIMILAR EQUIPMENT	\$27.30	\$27.30	\$28.67	\$28.96	
19.16	HOURLY RATE: ROCK HAMMER FOR BACKHOE OR SIMILAR EQUIPMENT	\$47.25	\$47.25	\$49.62	\$50.12	
19.17	HOURLY RATE: VACUUM TRUCK OR SIMILAR EQUIPMENT	\$57.75	\$57.75	\$60.64	\$61.25	
19.18	HOURLY RATE: LARGE VACUUM TRUCK OR SIMILAR EQUIPMENT	\$105.00	\$105.00	\$110.25	\$111.35	
19.19	HOURLY RATE: BORING MACHINE 9,000 LB CLASS OR SIMILAR EQUIPMENT	\$57.75	\$57.75	\$60.64	\$61.25	
19.20	HOURLY RATE: BORING MACHINE 24,000 LB CLASS OR SIMILAR EQUIPMENT	\$84.00	\$84.00	\$88.20	\$89.08	
19.21	HOURLY RATE: BORING MACHINE 50,000 LB CLASS OR SIMILAR EQUIPMENT	\$141.75	\$141.75	\$148.84	\$150.33	
19.22	HOURLY RATE: BULLDOZER UNDER 20,000 LB OR SIMILAR EQUIPMENT	\$39.90	\$39.90	\$41.90	\$42.32	
19.23	HOURLY RATE: BULLDOZER OVER 20,000 LB OR SIMILAR EQUIPMENT	\$47.25	\$47.25	\$49.61	\$50.11	
19.24	HOURLY RATE: TRACK LOADER (HIGHLIFT) OR SIMILAR EQUIPMENT	\$63.00	\$63.00	\$66.15	\$66.81	
19.25	HOURLY RATE: SINGLE AXLE DUMP TRUCK OR SIMILAR EQUIPMENT	\$24.15	\$24.15	\$25.38	\$25.63	
19.26	HOURLY RATE: TANDEM AXLE DUMP TRUCK OR SIMILAR EQUIPMENT	\$36.75	\$36.75	\$38.59	\$38.98	
19.27	HOURLY RATE: BUCKET TRUCK 55' AND UNDER OR SIMILAR EQUIPMENT	\$26.25	\$26.25	\$27.56	\$27.83	
19.28	HOURLY RATE: BUCKET TRUCK OVER 55' OR SIMILAR EQUIPMENT	\$47.00	\$47.00	\$49.35	\$49.84	
19.29	HOURLY RATE: DIGGER DERRICK TRUCK OR SIMILAR EQUIPMENT	\$26.25	\$26.25	\$27.56	\$27.84	
19.30	HOURLY RATE: 1/2 TON PICKUP TRUCK OR SIMILAR EQUIPMENT	\$8.40	\$8.40	\$8.82	\$8.91	
19.31	HOURLY RATE: 1 TON FLATBED TRUCK OR SIMILAR EQUIPMENT	\$10.50	\$10.50	\$11.03	\$11.14	

19.32	HOURLY RATE: 2 TON FLATBED TRUCK OR SIMILAR EQUIPMENT	\$17.60	\$17.60	\$18.48	\$18.66	
19.33	HOURLY RATE: ROAD TRACTOR WITH FLOAT OR SIMILAR EQUIPMENT	\$47.00	\$47.00	\$49.35	\$49.84	
19.34	HOURLY RATE: SKID LOADER OR SIMILAR EQUIPMENT	\$18.90	\$18.90	\$19.85	\$20.05	
19.35	HOURLY RATE: MINI EXCAVATOR-2,000 LB OR SIMILAR EQUIPMENT	\$14.70	\$14.70	\$15.44	\$15.60	
19.36	HOURLY RATE: MINI EXCAVATOR-5,000 LB OR SIMILAR EQUIPMENT	\$15.75	\$15.75	\$16.54	\$16.71	
19.37	HOURLY RATE: MINI EXCAVATOR-8,000 LB OR SIMILAR EQUIPMENT	\$19.95	\$19.95	\$20.95	\$21.16	
19.38	HOURLY RATE: MINI EXCAVATOR-12,000 LB OR SIMILAR EQUIPMENT	\$24.15	\$24.15	\$25.36	\$25.61	
19.39	HOURLY RATE: MINI EXCAVATOR-16,000 LB OR SIMILAR EQUIPMENT	\$26.25	\$26.25	\$27.56	\$27.84	
19.40	HOURLY RATE: EXCAVATOR-20,000 LB PLUS OR SIMILAR EQUIPMENT	\$47.25	\$47.25	\$49.61	\$50.11	
19.41	HOURLY RATE: HAMMER FOR EXCAVATOR-20,000 LB PLUS OR SIMILAR EQUIPMENT	\$115.50	\$115.50	\$121.28	\$122.49	
19.42	HOURLY RATE: MANHOLE PACKAGE OR SIMILAR EQUIPMENT	\$15.00	\$15.00	\$15.75	\$15.91	
19.43	HOURLY RATE: WIRE TRAILER OR SIMILAR EQUIPMENT	\$8.40	\$8.40	\$8.82	\$8.91	
19.44	HOURLY RATE: CONDUIT TRAILER OR SIMILAR EQUIPMENT	\$6.30	\$6.30	\$6.62	\$6.69	
19.45	HOURLY RATE: 2 TON FLATBED TRAILER OR SIMILAR EQUIPMENT	\$6.30	\$6.30	\$6.62	\$6.69	
19.46	HOURLY RATE: 10,000 LB WINCH FOR PULLING CABLE OR SIMILAR EQUIPMENT	\$17.60	\$17.60	\$18.48	\$18.66	
19.47	HOURLY RATE: 30,000 LB WINCH FOR PULLING CABLE OR SIMILAR EQUIPMENT	\$31.50	\$31.50	\$33.08	\$33.41	
19.48	HOURLY RATE: STREET SWEEPER OR SIMILAR EQUIPMENT	\$26.25	\$26.25	\$27.56	\$27.84	
19.49	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.50	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.51	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.52	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.53	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.54	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.55	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.56	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.57	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.58	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.59	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
19.60	HOURLY RATE: DESCRIBE OTHER EQUIPMENT YOU ARE PROPOSING TO USE IN THIS CONTRACT.					
Add-On	General Labor Rates:					
	Regular Hours	\$50.30	\$52.31	\$53.88		
	Overtime Hours	\$68.10	\$70.82	\$72.94	55.06	75.19
	Double time Hours	\$84.55	\$87.93	\$90.57		97.19
Add-On	Equipment:					
	27,000 lb. all terrain boring machine	\$215/hr	\$215/hr	\$225.75/hr	\$228.00/hr	

AFFIDAVIT

COMPLIANCE WITH PREVAILING WAGE LAW

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

Montgomery

State of Missouri, personally came and appeared Heath Sellenziek,
(Name)

SECRETARY, of the SELLENZIEK CONSTRUCTION, INC.,
(Position) (Company Name)

a (Corporation), (Partnership), (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. 20 issued by the Industrial Commission of Missouri on the 8 day of MARCH, 2013,

in carrying out the Contract and work in connection with:

DIRECTIONAL BORING CROW SERVICES - TERM & SUPPLY, YEAR 3 OF 5
(Name of Project)

located at COLUMBIA, MO in

BOONE COUNTY County, Missouri, and completed on the 9TH day

of DECEMBER, 2014.

[Signature]
(Signature)

Personally appeared before me, a Notary Public, within and for the County of

Montgomery,

State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 9TH day of DECEMBER, 2014.

My Commission expires 05/02, 2015.



PATTI HOPPER
My Commission Expires
May 2, 2015
Montgomery County
Commission #11551151

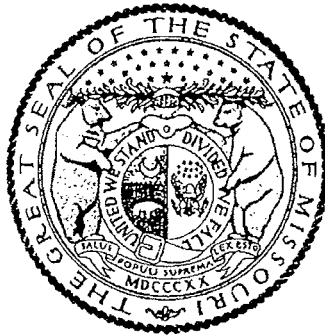
[Signature]
(Notary Public)

2012

Award Date 1-1-15 + vvv 12-31-15

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

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, 2014

Last Date Objections May Be Filed: April 9, 2014

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			\$31.66	55	60	\$20.11
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter	6/14		\$24.36	60	15	\$15.05
Cement Mason	6/14		\$26.33	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction) Lineman	9/14		\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator	9/14		\$35.46	43	45	\$5.00 + 36.5%
Groundman	9/14		\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$43.715	26	54	\$26.755
Glazier		c	\$32.78	87	31	\$21.13 + 13.2%
Ironworker	8/14		\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.06	42	44	\$12.49
First Semi-Skilled			\$23.06	42	44	\$12.49
Second Semi-Skilled			\$22.06	42	44	\$12.49
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$24.24	60	15	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$25.36	60	15	\$15.05
Operating Engineer						
Group I	6/14		\$27.81	86	66	\$23.75
Group II	6/14		\$27.81	86	66	\$23.75
Group III	6/14		\$26.56	86	66	\$23.75
Group III-A	6/14		\$27.81	86	66	\$23.75
Group IV	6/14		\$25.58	86	66	\$23.75
Group V	6/14		\$28.51	86	66	\$23.75
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$25.36	60	15	\$15.05
Pipe Fitter	7/14	b	\$35.75	91	69	\$26.68
Plasterer	6/14		\$24.94	94	5	\$11.55
Plumber	7/14	b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer	9/14		\$29.30	12	4	\$14.55
Sheet Metal Worker	7/14		\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter	6/14		\$21.55	124	74	\$12.79
Tile Finisher						
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I	6/14		\$25.30	101	5	\$10.70
Group II	6/14		\$25.95	101	5	\$10.70
Group III	6/14		\$25.45	101	5	\$10.70
Group IV	6/14		\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

**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.

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 \$26.71 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 \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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

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

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.

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 forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: 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. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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.

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: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$30.01	7	16	\$15.05
Electrician (Outside-Line Construction\Lineman)	9/14	\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator	9/14	\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	6/14	\$23.65	32	31	\$5.00 + 23%
Groundman	9/14	\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	6/14	\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/14	\$26.81	2	4	\$12.47
Skilled Laborer	6/14	\$26.81	2	4	\$12.47
Millwright	6/14	\$30.01	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$26.89	21	5	\$23.64
Group II	6/14	\$26.54	21	5	\$23.64
Group III	6/14	\$26.34	21	5	\$23.64
Group IV	6/14	\$22.69	21	5	\$23.64
Oiler-Driver	6/14	\$22.69	21	5	\$23.64
Pile Driver	6/14	\$30.01	7	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/14	\$28.52	22	19	\$11.65
Group II	6/14	\$28.68	22	19	\$11.65
Group III	6/14	\$28.67	22	19	\$11.65
Group IV	6/14	\$28.79	22	19	\$11.65

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.

**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. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 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.

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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.

WAIVER OF LIENS AFFIDAVIT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned, SELLENZIEK CONST., INC. P.O. Box 237 Jonesburg, MO
Contractor Heath Sellenziek Address City State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the 1st day of JANUARY, 20 14, covering work to be performed and material to be furnished for:

WHEREAS, Contractor has performed work and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

EIGHTY-NINE THOUSAND TWO HUNDRED ELEVEN AND ¹¹/₁₀₀ DOLLARS,
Balance of said Contract \$ 89,211.11 as of Dec. 08, 2014

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise. Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

[Signature]
CONTRACTOR HEATH SELLENZIEK

Personally appeared before me, a Notary Public, within and for the County of MONTGOMERY, State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME and acknowledged, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to before me this 9th day of DECEMBER, 20 14.

[Signature]
Signature of Official taking Acknowledgment
My Commission Expires: 05/02/2015



PATTI HOPPER
My Commission Expires
May 2, 2015
Montgomery County
Commission #11551151

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

No Subcontractors

hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____

_____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

- 1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
- 2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
- 3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

Name of Subcontractor

Typed or Printed Name

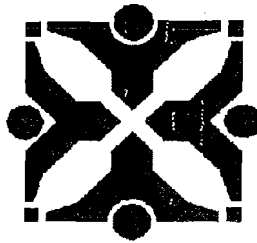
Signature

Title

CITY OF COLUMBIA
REQUEST FOR QUOTATION

DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY

RFQ # 26/2012



FINANCE/PURCHASING DIVISION
MARILYN STARKE, CPPO
PURCHASING AGENT
701 E. BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201

TAD JOHNSEN
WATER & LIGHT DIRECTOR

BARB RORMAN
PROCUREMENT OFFICER

REQUEST FOR QUOTATION # 12/2012
CLOSING DATE: 2:00 pm, CST, WEDNESDAY, DECEMBER 14, 2011

TABLE OF CONTENTS
DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY

	Page No.
Table of Contents	1
Notice of Insurance and Bonding.....	2
Notice to Bidders	3
Section I - Bid Response.....	4
Section II - DBE, Subcontracting, Prevailing Wage, Excessive Unemployment.....	4
Debarment & Suspension.....	5
Section III - NonCollusion, Addendums, Validity of Bids.....	5
Section IV - Rights and Awards, Bidders Signature	5-6
Section V - Instructions to Bidders.....	6-7
Section VI - Statement of Bidder Qualifications	8
Section VII - Contract Stipulations	9-16
Section VIII Specifications	12 pgs
 EXHIBITS	
B. Performance Bond	2 pgs
D. Prevailing Wage Affidavit	1 pg
E. Wage Order #18	14 pgs
F. Waiver of Liens Affidavit	1 pg
G. Final Receipt and Payment Affidavit	1 pg
H. Work Authorization Affidavit	1 pg

****EXHIBIT C IS NOT REQUIRED FOR THIS CONTRACT AND HAS INTENTIONALLY BEEN OMITTED**



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE

PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

This document contains information on insurance and bonding requirements, as well as bid information.

Minimum insurance requirements, Performance Bonds are required to execute the final contract for this project.

Please verify with your insurance and bonding providers, prior to submitting a bid for this project, that your company will be able to fulfill these requirements, should you be offered a contract.

REMINDER

Electronic bonding is now available through Surety2000.com. After registering and paying the applicable fees to Surety2000, you will receive an eleven-digit number which represents an authorized bond. Once you have the authorized bond number, you may submit your bid and bid bond number, electronically, through the City's website at www.gocolumbiamo.com. The City does not charge a fee for bid submission and you may still submit a paper bond if you so chose; electronic bonding is merely an option.

(Surety2000 does charge a fee for electronic bond service and you must be registered with them in order to submit electronic bonds.)



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY RFQ# 26/2012

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5th Floor, Columbia, MO 65201 until: **2:00 pm, CST, December 14, 2011** for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

Pre-Bid Conference There will be no pre-bid conference but bidders are welcome to call the Engineer or Procurement Officer with any questions concerning this bid: Technical Questions: Dan Clark, Utilities Engineer, Barb Rorman, Procurement Officer, 573-874-7374 Bid Submission/Solicitation Matters.

Bid Opening: At said time and place, and promptly thereafter, all bids which have been duly received will be publicly opened and read aloud. Bids received after the above-specified time for opening will be returned to the sender unopened.

Bonding: Each Bidder shall submit a bid bond, in an amount of not less than Twenty Five Thousand Dollars (\$25,000.00), 5% of the total annual estimated contract amount of \$500,000.00, to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: 1.) **Traditional Hard Paper Copy of the bond or a certified check, payable to the City of Columbia**

2.) **An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission.** Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City.

Accepting Bids: The City reserves the right to select the bid item or items which best suits its needs, whether the price is the lowest or not, and also reserves the right to reject all bids and/or waive informalities.

Nondiscrimination in Employment

Bidder on the work will be required to comply with the President's Executive Order Number 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Prevailing Wages: The City shall cause to be inserted in the Contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, 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. ***Bidders are advised that Excessive Unemployment is in effect at this time and that certified payroll employees must be from MO or a participating state.***

CITY OF COLUMBIA, MISSOURI
Barb Rorman, Procurement Officer
BID NO. RFQ# 26/2012

Notice: The City of Columbia will soon be conducting all bids through this new system.

Bidders are invited to register on the City's NEW E-Vendor site in order to respond to the above Request for Quotation. Once registered, vendors will receive e-mail bid notification, first acknowledging registration then approval of registration. Upon email notification of registration approval, you may go to the E-Vendor site to respond to this bid. Questions concerning this bid process may be directed to City Purchasing, 573-874-7376 or Barb Rorman, 573.874.7374 or bjrorman@gocolumbiamo.com

TO REGISTER, GO TO: <http://www.gocolumbiamo.com/Finance/Services/applproc.php>

SECTION I

**BID RESPONSE
DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY**

THE UNDERSIGNED BIDDER, having examined the specifications, general 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 quotation; (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. **Missouri Sales and Use Tax are not to be included in this pricing.**

Indicate below the classifications that make up a typical directional boring crew that bidder proposes for this contract.

CREW

_____	_____
_____	_____
_____	_____

SECTION II

Bidder shall submit in a separate attachment the list of proposed equipment for this contract. Include Manufacturer/Make/Model, capacity description and other relevant information.

2.1 **DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. **DBE? Yes No**

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, list the names of the firms and the work to be assigned in spaces below: **THIS INFORMATION IS REQUIRED**

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
_____	_____	_____
_____	_____	_____

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #18, which is attached to this bid document. If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

2.4 **Excessive Unemployment Law** By submission of its response, the Bidder agrees to comply with the provisions of Section 290.555, et seq., of the Revised Statutes of Missouri (hereinafter the

"Excessive Unemployment Law" and incorporated herein by reference), when there is "a period of excessive unemployment" (as that term is defined under the Excessive Unemployment Law). This requirement includes without limitation, the obligation to use only "Missouri laborers" and "laborers from nonrestrictive states" (as those terms are defined under the Excessive Unemployment Law) in construction or building any public works project or improvement, except as may otherwise be allowed under the Excessive Unemployment Law.

2.5 Debarment and Suspension By submission of its response, the Bidder agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically; the bidder certifies that neither he/she nor their principals are 1.) Presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses stated above and 4.) Have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

SECTION III

3.1 Non Collusion In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

3.2 Addendum(s) The Undersigned acknowledges that he/she has received a complete set of Contract Documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
_____	_____
_____	_____
_____	_____

3.3 Validity of Bids In submitting this bid it is understood that the right is reserved by the Owner, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

SECTION IV

4.1 Reserved Rights/ Awards: The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

BIDDERS SIGNATURE:

Firm _____

Individual _____

Title _____

Address _____

Phone _____

Date _____

SECTION V

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed data 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 set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications – Pages:

All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted. Bidders shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidders shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, 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.

SALES TAX EXEMPTION: Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal

property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Natural Resources or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

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 this 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 City will not carry insurance against such loss or damage until the acceptance of the project.

Bidders shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, 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 City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, Bidders qualifications and experience, and items required for completion.

Each Bidder shall submit a bid bond, in an amount of not less than 5% of the total bid amount (including all possible alternates), to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: **1.) Traditional Hard Paper Original of the bond or a certified check, payable to the City of Columbia 2.) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission.** Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City.

On award of the Contract, the successful Contractor shall furnish a **Performance Bond** for 100% of the contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, including payment of all labor, material, and other bills made in carrying out this Contract. **The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

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 other proposed Contract documents, that person may submit to the Engineer a written request for an interpretation thereof. 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 Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

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

Bid No26/2012 DIRECTIONAL BORING CREW SERVICES

SECTION VI

STATEMENT OF BIDDER QUALIFICATIONS

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

1. NAME OF BIDDER: _____

2. BUSINESS ADDRESS: _____

3. Date Organized: _____ 4. Date Incorporated: _____

Federal Tax ID# _____

5. If NOT INCORPORATED, state type of business (sole proprietor, partnership, etc):
_____ Provide Federal tax ID or social security #: _____

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

7. If you have done business under a different name, please give that 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? _____
If so, where and why? _____

11. List a minimum of three projects completed recently for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.

12. List of projects currently in progress. Include same information as in Item 11 above. Use separate sheet if necessary.

SECTION VII

CONTRACT STIPULATIONS

1. DEFINITIONS:

- a. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- b. "Contractor" shall mean the party having entered into Contract to perform the work herein specified.
- c. "Engincer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.
- d. "Work" of the Contractor or subcontractor includes labor or material or both.
- e. "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.
- f. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard 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 from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the Purchasing Division.

2. BONDING:

When the Contractor delivers this contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by the City. Bonds shall be written by a company approved by the City, each in an amount of one hundred percent of the contract price, guaranteeing complete and faithful performance of the contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one year after completion of work.

3. CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City **which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

- A. **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 their employees employed at the site of the 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.

A. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations
- (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
- (4) Broad Form Property Damage (including Completed Operations)
- (5) Explosion, Collapse and Underground Hazards
- (6) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
\$2,000,000 Aggregate for Products/Completed Operations
\$2,000,000 Personal Injury/Advertising Injury
\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project)

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The

limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

- C. **UMBRELLA EXCESS LIABILITY:** The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.
- D. **WAIVER OF SUBROGATION:** The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- E. **CERTIFICATES OF INSURANCE:** As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- F. **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 Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

4. **HOLD HARMLESS AGREEMENT:**

To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor 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 City of Columbia from its own negligence.

5. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all City ordinances, and laws of the City, County, State, and Nation as apply to the work herein outlined.
6. **PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:
 - a. Not later than thirty (30) days after receipt of invoice, the City will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the City will retain ten percent (10%) of the amount of each such estimate. Not later than thirty days after final tests and acceptance, the City will make final payment of the retained ten percent. If, for any reason, the City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of the Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.
 - b. The Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia 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 City from any and all claims or liabilities on the part of the City relating to or connected with the Contract.
 - c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation 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.
 - d. The Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of 90% 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.

To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.
7. **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 City 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 between the parties either:
 - (a) by an acceptable lump sum proposal of the Contractor, or

(b) on a cost-plus limited basis not to exceed a specified limit.

In the event that none of the foregoing methods are agreed upon with the Contractor, the City may perform the work by force account.

8. **PATENTS:** The Contractor shall protect the City against all suits for patent infringement on materials, equipment, and methods used.
9. **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 City, be removed by the Contractor and replaced by an employee with proper qualifications.
10. **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 City 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.”
11. **SUBCONTRACTING:** No part of the work covered by this Contract shall be sublet by the Contractor without the prior written approval of the City. The Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by the City. Any subcontractor performing work under this contract at the direction of the Contractor shall file a “Final Receipt of Payment and Release” form. This completed form shall be submitted to the City along with application for final payment.
12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the “Manual of Accident Prevention in Construction”, published by the Associated General 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.
 - b. 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 present unusual hazard.
13. **EQUAL OPPORTUNITY:** The City of Columbia 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.
14. **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.

15. **AMERICANS WITH DISABILITIES ACT:** The successful Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves the Contractor providing services directly to the public, the successful Contractor shall make the services, programs, and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful Contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.
16. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
17. **SPECIFICATIONS AND DRAWINGS:** The Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give the City and the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
18. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the City 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 (10) 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 made by the City and charged to the Contractor.
19. **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 authorized representatives of the City.
20. **ADDITIONS OR EXCEPTIONS TO TERMS AND CONDITIONS:** Acceptance of any additions or exceptions to the City's terms and conditions submitted by the contractor will be subject to the City's discretion, and may or not be included in the final agreement.
21. **PREVAILING WAGES:** This Contract shall be based upon payment by the Contractor and his subcontractors 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 Missouri Division of Labor Standards.
- a. 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.
- b. 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.

- c. **RECORDS:** The Contractor and each subcontractor 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 Missouri Division of Labor Standards and the Owner. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- d. **NOTICES:** A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.(RSMo 290.265.)
- e. **PENALTY:** Pursuant to Section 290.250 RSMo, The contractor shall forfeit as a penalty to the city on whose behalf the contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made to him, the contractor may recover from him the amount of the penalty in a suit at law.

The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

- f. **AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor and each subcontractor must file with the Owner 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.. Exhibit D is to be used for this purpose.
- g. **WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Missouri Division of Labor Standards or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the Owner, nor will deductions be made by the Owner against sums due the Contractor by reason of any such change.
- h. The prevailing wage rate determination made by the Missouri Division of Labor Standards applicable to this contract is reproduced verbatim and included in this bid.

22. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS: (Effective 8/29/2009)

(a) CONTRACTOR shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.

(b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project.

(c) CONTRACTOR shall require all subcontractors to observe the construction safety program requirements of this section.

(d) Pursuant to Sec. 292.675 RSMo., CONTRACTOR shall forfeit as a penalty to the CITY \$2,500.00 plus \$100.00 for each employee employed by CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. CITY shall withhold and retain from the amount due CONTRACTOR under this contract, all sums and amounts due and owing CITY as a result of any violation of this section.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

SECTION VIII

**26/2012 DIRECTIONAL BORING CREW SERVICES
SPECIFICATIONS AND GENERAL PROVISIONS**

SCOPE AND TERM OF CONTRACT:

The City of Columbia Water and Light Department requires the services of a directional boring crew to work from date of award through December 31, 2012. Said contract may, upon mutual written consent with contractor, be renewed for a maximum of four (4) additional one year periods, based on the following criteria. Quoted prices herein shall be firm for the initial 12 month contract period.

Prior to any contract renewal, the following three (3) criteria must be met by the contractor:

- 1) Vendor's performance during the prior contract period must have been acceptable to the City. The City shall be the sole judge as to whether the vendor's performance has been acceptable; and whether the vendor has properly fulfilled the contract terms, conditions and intent.
- 2) Vendor's requests for price adjustment are determined by the City to be reasonable and competitive.
- 3) All renewals must be in writing and signed by both parties prior to renewal becoming effective.

This contract may be terminated for any reason by either party upon 30 days written notice to the other.

Should Contractor fail to carry out the work to the satisfaction of the City, or to comply with any of the provisions of this agreement, City may terminate this agreement upon 24 hours notice to the Contractor.

The City will notify the contractor when needed during this period of time. The date, time, and nature of the work will be a mutual agreement between the City and the Contractor.

The Contractor will work under the supervision of the Electric Distribution Superintendent who will assign work orders.

PERFORMANCE OF CONTRACT:

Contractor shall perform all work to the complete satisfaction of the City and in accordance with all federal, municipal, county, state, and other local laws, ordinances, and regulations applicable to said work. All work shall be performed in accordance with standard practices established for such work. Work not conforming to Water and Light construction specifications shall be repaired or replaced at the expense of the Contractor.

Contractor shall see that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints handled by Contractor, with due regard for City's public relations.

Contractor shall see that complaints of any nature received from property owners, agents, or public authorities shall receive immediate attention, and that all efforts shall be made for a prompt adjustment. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the City in writing.

It is understood that Contractor does not represent the City and has no authority to obligate the City for any payment or benefit of any kind to any person.

PERFORMANCE OF CONTRACT (continued)

Contractor shall be aware of the City requirements and install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of the City or the general public.

Contractor shall agree to secure from Missouri One-Call (1-800-DIG-RITE) as to the nature of all existing utilities before work is commenced. It is understood by and between the parties that all existing utilities are to continue in normal operation during this work and that Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interfering with existing utilities. Contractor may be required for some jobs to uncover existing utilities before boring. Whenever this is necessary, Contractor shall use appropriate equipment and methods. Any damage caused to existing utilities as a result shall be repaired at the expense of the Contractor.

Contractor shall agree to indemnify, hold harmless, and defend City from and against any and all liability for loss, damage, or expense which City personnel or general public may suffer or for which City may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of Contractor in the execution of the work to be performed hereunder.

Contractor shall furnish to City, or its representatives, carefully prepared daily time sheets and other required reports showing the nature, amount, and locations of work performed, together with the number of man-hours and equipment hours involved, the quantities of material used, and other pertinent information which may, from time to time, be requested by the City.

Contractor shall not assign any of its rights or duties under this agreement, or subcontract the whole or any part of the work to be formed hereunder, without first having obtained the written consent of the City authorizing such assignment of subcontract.

This contract is not intended to constitute an agreement of hiring under the provisions of any Workmen's Compensation or Unemployment Compensation law, and it shall not be so construed. Contractor agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the federal and/or state governments which are measured by remuneration paid to Contractor's employees.

Contractor shall submit to the City itemized invoices based upon the information contained in the daily time sheets and prepared in accordance with this proposal.

MATERIALS:

The City will not supply water, boring chemicals, boring bits, heads, or tools. All polyethylene pipe will be supplied by the City. All other materials are to be included in bid pricing.

QUALIFICATIONS:

PROSPECTIVE BIDDERS SHALL GIVE EVIDENCE OF THEIR QUALIFICATIONS TO PERFORM THE WORK BY GIVING THE FOLLOWING INFORMATION:

- A. Number of years experience bidder’s firm has in Directional Boring work.
- B. Furnish a minimum of three companies or clients serviced for same type of work described herein, within the last three years. Include complete contact information (ie- contact name, telephone number, brief description of work performed, dollar value).
- C. Provide a list of trucks, equipment and tools proposed to be furnished for the jobs in this contract. Contractor should have ready access to the following list of equipment when required:

BACKHOES
416 Cat/580C Case

TRAILERS
Low Boy Trailer
Tag Trailer
Pipe Hauling Trailer

AIR COMPRESSOR
185 CFM 120 PSI

DIRECTIONAL BORING MACHINE WITH POWER
PACK UNITS
5,000 to 20,000 Thrust rated
20,000 to 45,000 Thrust rated
40,000 to 70,000 Thrust rated

VEHICLES
½, ¾, 1 Ton
Road Tractor
1, 2 Ton Utility Van with tools

- D. Give a statement of how many qualified people are now in your employ and whether they are Union or non-Union. If Union, to what Union do they belong?

If you do not have sufficient people in your employ to handle this contract, state source of additional skilled people required and list their qualifications.

Bid should include the names of key project personnel expected to be directly employed in the work and list their qualifications/experience.

- E. Provide sufficient information to show bidder’s financial ability and responsibility to carry on the work; ie- furnish Financial Statement.

BID INFORMATION:

All bids shall be submitted on the bid forms herein included, which shall remain bound with the complete Contract Documents as originally issued. Copies of addenda, if any, shall be signed and attached to the bound volume submitted.

Unit Pricing quoted herein is to be “all-inclusive”, covering all labor, equipment, and materials (except PVC) necessary to perform this contract.

BID INFORMATION (continued)

If any person(s) submitting a bid for the Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The persons 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.

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

The successful bidder must be ready and qualified to enter into a contract agreement within 15 days of Notice of Award by the Purchasing Division.

SAFETY:

All construction methods shall comply with the latest OSHA requirements. The Contractor shall take all necessary steps to protect his own men, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, traffic control signs, flagmen, flares, lanterns, railings, barriers, street plates, sheeting, shoring, etc., shall be in place as necessary to prevent accidents from construction, ditch collapse, open trenches, falling objects, rotating machinery, electric lines, gas lines, and other conditions which might present unusual hazard. Any open cut excavation deeper than 4 feet must be shored or benched if workmen are to enter the excavation. Shoring must be done in a manner and method approved by a registered professional engineer.

MATERIAL AND WORKMANSHIP:

All materials provided by Contractor shall be new materials of high quality, which shall give long life and reliable operation. All equipment provided under this contract shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

EQUIPMENT:

Contractor's equipment shall be in first class condition and of modern design made expressly for use in directional boring work. The Contractor shall include with his initial proposal, a complete descriptive list of all items of equipment to be used. This list shall describe each piece of equipment by year, make, model, and capacity, and any other pertinent data.

The Contractor shall maintain his equipment in a first class manner and have it available for work at any time. When it is necessary to remove a piece of equipment from the job for overhaul or extended repairs, contractor shall provide an alternate piece of equipment of like kind. Failure to maintain the equipment in a dependable condition will be considered as non-performance and cause to terminate this contract.

Equipment other than the regular equipment specified may be used only upon approval by the City.

SPECIFICATIONS AND DRAWINGS:

The Contractor shall keep at the jobsite a copy of the drawings and specifications and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and 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 his own risk or expense. The Engineer shall furnish from time to time such detail drawings and other information, as he may consider necessary, unless otherwise provided.

REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the City 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 replacement within ten (10) 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 made by the City and charged to the Contractor.

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 authorized representatives of the City.

METHODS OF FIELD OPERATION:

The Contractor shall inform the Engineer in advance concerning his plans for carrying out each part of the fieldwork. Review by the owner of any plan or method of work proposed by the contractor shall not relieve the contractor of any responsibility therefore. Such review shall not be considered as an assumption of any risk or liability by the owner or any officer, agent or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.

SUNDAY, HOLIDAY, AND NIGHT WORK:

No work shall be done between 6 p.m. and 7 a.m. or on Sundays or legal holidays without the written consent of the owner, except for emergency work, which may be done without prior consent. Exception: Work that cannot be performed without a customer outage will be scheduled by the owner for a time acceptable to the customer. After hours and weekend work for customer cutovers are to be expected as a part of the nature of the contract and will not be considered extra work.

UNFAVORABLE CONSTRUCTION CONDITIONS:

During periods of unfavorable weather, wet grounds, or other unsuitable construction conditions, the contractor shall confine his operations work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the contractor to perform the work in a proper and satisfactory manner.

REJECTED WORK AND MATERIALS:

The Contractor, upon written notice from the engineer shall remove from the premises all work and materials rejected as defective, unsound, improper, or in any way failing to conform to the requirements of the contract documents. The contractor shall at his sole expense make good all work damaged by such removal and shall promptly replace materials damaged or improperly worked by him and re-execute his own work in accordance with the contract. This includes re-executing or replacing the work of any other contractor that is in any way affected by the removal of the defective work. The obligations of the contractor under this section shall not extend to defective materials or equipment supplied by the owner.

If the contractor does not remove his rejected work and materials within ten (10) days after written notice, the owner may remove and replace such work and materials at the expense of the contractor.

PLACING WORK IN SERVICE:

If desired by the owner, portions of the work may be placed in service when completed and the contractor shall provide proper access for this purpose. Such use and operation shall not constitute an acceptance of the work, and the contractor shall be liable for defects due to faulty construction throughout the duration of this contract and thereafter as provided under the guarantee in the section: "REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS".

CLEANLINESS:

The contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris, and waste materials shall not be allowed to accumulate, but shall be removed from the site and disposed of by and at the contractor's expense. Promptly upon completion of the construction work, all contractor-owned facilities, materials, and construction plan shall be removed from the site.

SECURITY:

The contractor shall be responsible for all materials and equipment in his custody or placed in construction by him. Security methods shall be employed as required to insure the protection of all materials, equipment, and construction work from theft, vandalism, fire, and all other damage and loss.

PROTECTION OF WORK:

The contractor shall be solely responsible for the protection of his work until its final acceptance by the owner.

EMERGENCY PROTECTION:

Whenever, in the opinion of the Engineer, the contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract or of adjacent structures or property, and whenever, in the opinion of the owner, an emergency has arisen and immediate action is considered necessary, then the owner, with or without notice to the contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the contractor, and if the same is not paid on presentation of the bills therefore, such costs may be deducted from any amounts due or to become due the contractor. The performance of such emergency work shall not relieve the contractor of responsibility for any damage, which may occur.

CONTRACTOR'S SUPERVISION AT THE SITE:

The contractor shall furnish adequate management, supervisory, and technical personnel on the site to ensure expeditious and competent handling of the work.

A superintendent experienced in construction of the type specified, and who is an employee of the contractor, shall be at the project throughout the construction. The superintendent shall be fully authorized to act for the contractor and to receive whatever order or notices may be given for the proper prosecution of the work.

The contractor's field organization shall include an experienced staff of qualified technical personnel to handle onsite engineering, planning, and direction of all fieldwork. The field organization shall also include a staff to handle timekeeping, employment, accounting, purchasing and expediting, store and warehouses, stock and tool rooms, and security.

The contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the contractor shall be considered notice to any affected subcontractor.

SUBCONTRACTS:

It is the intent of these specifications that the contractor shall perform the majority of the fieldwork with his own forces and under the management of his own organization. Specific portions of the work may be subcontracted only by subcontractors who have been listed in the proposal and who are accepted by the owner as provided in the contract stipulations. All subcontractors shall be directly responsible by the contractor and shall be under his general supervision. All work performed under subcontracts shall be subject to the same contract provisions as the work performed by the contractor's own forces.

RELATIONS WITH OTHER CONTRACTORS:

The contractor shall cooperate with all other contractors who may be performing work in behalf of the owner, and workmen who may be employed by the owner in the vicinity of the work under this contract. The contractor shall conduct his operations to minimize interference with the work of such contractors or workmen. The contractor shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the owner at his hands. Any difference or conflict which may arise between the contractor and other contractors or between the contractor and

workmen of the owner, in regard to their work shall be resolved as determined by the owner.

RELATIONS WITH OTHER CONTRACTORS (continued)

If any part of the contractor's work is dependent upon the quality and completeness of work performed under another contract, the contractor shall inspect the other contractor's work and promptly report defects therein which render such work unsuitable for the proper execution of the work under the contract. Failure to report such defects to the owner shall constitute the Contractor's acceptance of such work as suitable to receive the contractor's work, provided that the contractor shall not be responsible for defects which develop after his inspection and which could not have been reasonably detected or foreseen.

LOSSES FROM NATURAL CAUSES:

All loss or damage arising out of the nature of the work, or from the action of the elements, or from floods or overflows, or from ground water, or from an unusual obstruction or difficulty, or any other natural or existing circumstances either known or unforeseen which may be encountered in the prosecution of the work, shall be sustained and borne by the contractor at his own cost and expense.

ENERGIZED FACILITIES:

Existing distribution lines, utility lines, telephone lines, and other power and signal service lines will be encountered on the site of the work. These service systems will remain energized and functional during construction.

The contractor shall be completely responsible for the safety and protection of his personnel and the public on the site of the work and shall employ all methods necessary to achieve such safety and also assure continuity of all service systems encountered. These methods shall include, but not be limited to, providing barriers, guard structures, insulating guards and sleeves, warning signs, and prevention of unauthorized access to utility installations.

UNDERGROUND INSTALLATIONS:

The contractor shall be solely responsible for locating all existing underground installations, including service connections and private laterals that are not flagged by Missouri One Call, in advance of excavating or trenching, by contacting the owners thereof and prospecting. The contractor shall use his own information and shall not rely upon any information indicated on the drawings concerning existing underground installations. Any delay, additional work, or extra cost to the contractor caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages. Contractor shall call 1-800-DIG-RITE for locates 48 hours in advance of excavation work.

The Contractor will be responsible for any interruption in service of underground facilities resulting from his operations, unless the facilities owner has given specific approval for the interruption in each case. Except where the damaged parties desire to conduct their own repair and restoration work, the Contractor shall repair and fully restore any underground facility inadvertently or intentionally damaged during the construction period to a condition equal to or better than that which existed at the time of damage. All repair and restoration work shall be done to the complete satisfaction of the damaged parties and the owner.

UNDERGROUND INSTALLATIONS (continued)

The Contractor shall make his own arrangements with any jurisdictional authority requiring inspection of repaired or reconditioned utility facilities. The Contractor shall pay all inspection fees applicable. Where the damaged parties desire to conduct their own repair and restoration work, the Contractor shall render all assistance to facilitate this corrective work. The Contractor shall assume all just and reasonable expenses thus incurred by the damaged parties.

The contractor shall accurately locate each underground facility located during the work on the drawings, indicating the original location and relocation, if any. When all work is completed the marked copy of the drawings shall be submitted to the Owner as part of the field records.

Directional boring operations require special care. Water mains crossing the path of directional bores shall be open cut excavated to visually expose and verify the location and depth. Other utilities may request that the contractor open cut to expose their facility in advance of directional boring. Work done to cut pavements, barricade and excavate to expose existing utilities prior to directional boring is to be expected and shall not constitute extra work.

BARRICADES AND LIGHTS:

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.

All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed so the work, at all times, shall be so conducted as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority have jurisdiction.

RIGHTS-OF-WAY: The owner shall obtain all permanent right-of-way easements and/or location agreements required for construction of the work. The contractor, if required shall acquire temporary construction permits.

The contractor shall be responsible for the protection of private and public property, real estate, farm fences, livestock, farm equipment, and other real and personal property, which may be affected by the construction process. The contractor, at the direction of the engineer, will be required to repair, replace or pay for all property damage, which occurs during the construction process. Expenses incurred by the contractor of this nature will not constitute justification for extra charges.

The contractor shall confine his operations to the immediate construction area and shall use due care in placing construction tools, equipment, excavated materials, and other construction materials and supplies, so as to cause the least possible damage to the property. At the conclusion of the work all temporary structures, access roads, and other facilities incidental to the new construction shall be removed and the site shall be restored to its original condition.

RIGHTS-OF-WAY (continued)

The contractor shall restore all land and surfaces affected by the construction process as directed by the engineer. Grass areas affected by excavation and trenching in less sensitive areas shall be backfilled, tamped to prevent settling, and raked to remove rocks. Then, topsoil shall be placed prior to seeding, mulching, and fertilizing. Grass areas affected by excavation and trenching in more sensitive areas shall be similarly prepared, except that sod shall be placed to immediately restore the appearance of the area following the completion of the utility work. Sod and newly planted grass shall be watered by the contractor using a tank truck until it has rooted. Care shall be taken not to drive across fields when soft. All vehicles shall stay on hard surface areas except where entry into grass area is absolutely necessary. Contractor shall saw cut and patch all paved surfaces disturbed or damaged in the course of the work. Land restoration is essential to the completion of this contract and shall not constitute extra work.

All tree trimming and right-of-way clearing work required will be provided by the City. All facility locations will be staked by the Engineer.

MAINTENANCE OF TRAFFIC: The contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved.

In making open cut street crossings, the contractor shall not block more than one-half of the street at a time. Whenever possible, the contractor shall widen the shoulder on the opposite side to facilitate traffic flow. Temporary surfacing shall be provided as necessary on shoulders.

UNDERGROUND ELECTRIC CONSTRUCTION SPECIFICATIONS

SURFACES AND EXCAVATIONS

SAFETY OF WORKERS: All contractor personnel and construction methods shall comply with the latest OSHA requirements.

MAINTENANCE AND RESTORATION OF BACKFILLS: To minimize settling and erosion in street and alley cuts, all backfill of excavations shall be with 1-inch clean rock, except excavations that are joint trench with water lines. All backfill in water main excavations shall be made with well tamped crushed stone aggregate with fines, 1" and smaller or with flowable fill. Backfills that settle or erode before final acceptance of the work under these specifications, and pavement, structures, and other facilities damaged by such settlement or erosion, shall be repaired. The settled or eroded areas shall be refilled, compacted, and graded to conform to the elevation indicated on the drawings or to the elevations of the adjacent ground surface. Damaged facilities shall be repaired in a manner acceptable to the engineer. Excavations in less sensitive grass areas shall be backfilled with tamped dry soil, reseeded and mulched. Excavations in more sensitive landscaped areas will need to be backfilled with topsoil and covered with sod. A red warning tape placed in the ditch 12" -18" above the utility lines.

PAVEMENT REMOVAL: Cuts in concrete and asphalt pavement, concrete curbs, and sidewalks shall be adequate to provide working space for proper installation of conduits, duct banks, and pull boxes and shall be started with a concrete saw in a manner which will provide a clean groove at least 5 inches deep along each side of the trench. A water tank truck shall be used to control nuisance dust. Edges that break off during the work will be sawn again at the time of patching so that patches have a smooth clean edge. Concrete and asphalt pavement cuts shall be made to and between straight or accurately marked curved lines which, unless otherwise required, shall be parallel to the center line of the trench. Pavement removed for connections to existing structures shall not be of greater extent than necessary for the installation as determined by the engineer.

SIDEWALK REMOVAL: Where sidewalk removal is required, a complete square segment or pad between existing joints must be removed. Edges of the sidewalk must be saw cut to a 4" depth to provide a clean straight edge, which will permit replacement in such a manner, that the patch is undetectable.

DISPOSAL: All materials excavated from street and alley cuts shall be immediately loaded on trucks and removed from the site to a place acceptable to the owner.

CONCRETE AND ASPHALT REPLACEMENT: All concrete and asphalt pavement, curbs, and sidewalks previously removed shall be replaced. Patch dimensions shall be at least 24-inches wider than the trench underneath to minimize patch settling. Sealed expansion joints shall be provided between existing and new concrete pavement when pavement is cut at an existing expansion joint. Concrete and asphalt pavement, curbs, and sidewalks shall be replaced after backfill requirements have been met. Pavement, curbs, and sidewalks shall match existing pavement, curbs, and sidewalks and shall conform to codes, specifications, and requirements of the City of Columbia, Public Works Department. The Contractor shall arrange for pavement replacement inspections by contacting the Public Works Engineering Department at 874-7250. The trench backfill and pavement sub-grade shall be thoroughly compacted and any depressions filled and compacted with 1-inch rolled stone before placement of concrete. See PWD Spec for a detail showing how street patches are to be done.

TRAFFIC CONTROL: Open trenches left over night are to be covered with steel plates or the backhoe and then the excavation area shall be barricaded with flashing lights and orange plastic fencing. Traffic shall not be allowed to drive across steel plates after hours unattended. Streets shall only be closed two at a time, with parking restricted and cones placed to maintain two-way traffic flow for the duration of the work.

REPAIR OF UTILITY STREET CUTS SHALL BE TIMELY: Excavations that are backfilled with gravel shall be carefully attended before patchwork is done to maintain smoothly graded gravel across the cut to protect cars from wheel alignment and tire damage. If the permanent patch cannot be scheduled within one week after the utility ditch is backfilled, the Contractor shall place a temporary cold mix asphalt patch to protect traffic until the permanent patch can be made. Temporary cold mix patches, when so required, are to be expected and do not constitute extra work.

CONCRETE PLACEMENT: Concrete shall be conveyed to the point of final deposit and placed by methods, which will prevent the separation or loss of the ingredients. During and immediately after depositing, all concrete shall be thoroughly compacted, worked around all reinforcements and embedments, and worked into the corners of the forms. Unless otherwise required, compaction shall be by use of immersion type vibrators. Concrete shall not be pumped through aluminum pipe or aluminum alloy pipe. At air temperatures of 90 F or above, special procedures shall be adopted to keep the concrete as cool as possible during placement and curing. The temperature of the concrete when it is placed in the work shall not exceed 90 F. Whenever the air temperature exceeds 95 F, membrane cured slabs shall be kept wet to promote cooling of the concrete during the curing period.

CONCRETE REINFORCEMENT: Reinforcements shall be accurately formed and positioned, and shall be maintained in proper position while the concrete is being placed and compacted. Details of fabrication shall conform to ACI 318-71. Rebar splices shall have a length no less than 40 bar diameters.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, hereinafter called Contractor, and _____

a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, 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 Contract with Owner for: _____, in accordance with specifications prepared by the City of Columbia, 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, 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 or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds 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 its 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_____.

(SEAL) _____
Contractor

By: _____

(SEAL) _____
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).

AFFIDAVIT

COMPLIANCE WITH PREVAILING WAGE LAW

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

State of _____, personally came and appeared _____,
(Name)

_____, of the _____,
(Position) (Company Name)

a (Corporation), (Partnership), (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 Industrial Commission of Missouri on the _____ day of _____, 20_____, in carrying out the Contract and work in connection with:

_____ (Name of Project)
located at _____ in

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

(Signature)

Personally appeared before me, a Notary Public, within and for the County of _____, State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

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

My Commission expires _____, 20_____.

(Notary Public)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER First State Insurance Agency 1022 N. Hwy 47 Warrenton MO 63383	CONTACT NAME: Erin Hamra	FAX (A/C. No.): 636.377.8300	
	PHONE (A/C. No. Ext): 636.377.8500	E-MAIL ADDRESS: ehamra@fsia.bz	
INSURED Sellenriek Construction Inc Po Box 237 Jonesburg MO 63351	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Ins. Co. of		20478
	INSURER B: Continental Casualty Company		20443
	INSURER C: Columbia Casualty Company		31127
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 15/16 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR FD Ded \$5000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CPM5099575015	3/12/2015	3/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BUA5099575046	3/12/2015	3/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP5099575032	3/12/2015	3/12/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC5099575029	3/12/2015	3/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Rented/Leased Equipment Pollution		PMT6012407796 CEO2088393868	3/12/2015 3/12/2015	3/12/2016 3/12/2016	Equipment \$400,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
G-140331-C - Blanket Additional Insured - Owners, Lessees or Contractors - With Products-Completed Operations Coverage.
G-18652-J - Contractors' General Liability Extension Endorsement
SCA-23-500-D - Extended Coverage Endorsement-BA Plus

CERTIFICATE HOLDER mboobbitt@boonecountymmo.org County of Boone 613 E. Ash St. Room 110 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Erin Hamra/ENH

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 9th day of July 20 15

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 Hinkson Bacteria Assessment Inter-Governmental Cooperative Agreement between the County of Boone, City of Columbia and the Curators of the University of Missouri.

The terms of the Cooperative Contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Hinkson Bacteria Assessment Inter-Governmental Cooperative Agreement.

Done this 9th day of July, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**HINKSON BACTERIA ASSESSMENT
INTER-GOVERNMENTAL COOPERATIVE AGREEMENT**

The parties hereto are the City of Columbia, Missouri, a Constitutional charter city of the State of Missouri (the "City"), the County of Boone, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission (the "County"), and The Curators of the University of Missouri (University) and those parties enter this Cooperative Agreement (Agreement) this 9th day of July, 2015, by stating as follows:

WHEREAS, the parties are cooperating on watershed bacteria assessment projects in Boone County, Missouri; and

WHEREAS, University has initiated a project entitled Hinkson Creek Bacteria Assessment (Assessment) in two phases, both being performed by Geosyntec Consultants, Inc, (Geosyntec); and

WHEREAS, the Plan is to be Phase II of the Assessment, with Phase I now completed and fully funded by University, with the City and the County bearing no responsibility for any Phase I funding; and,

WHEREAS, Geosyntec has now produced and presented to University a 2015 Preliminary Monitoring Plan (the Plan), attached hereto as Addendum A intended as Phase II of the Assessment; and,

WHEREAS, part of the Plan includes remedies of Phase I insufficiencies; and,

WHEREAS, the parties now wish to agree regarding the scope and details of the Plan,

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements in this document, the parties agree that:

1. The University will implement and coordinate the Plan, and will be charged as the parties' sole liason with Geosyntec.
2. The scope and details of the project are as set forth in Addendum A - the Plan.

3. Each of the parties will be responsible for one-third of the project cost.
4. The total cost of the Plan to the parties shall exceed neither Forty-five Thousand Five Hundred Dollars (\$45,500.00) collectively nor Fifteen Thousand One Hundred Sixty-seven Dollars (\$15,167.00) individually, with each party paying one-third of the Plan's cost upon completion.
5. The University will be solely responsible for ensuring the Plan's completion by the termination date, and neither the City nor the County will have any payment obligation under this Agreement until the University certifies in writing that the Plan is completed.
6. The University will timely provide to the County and the City that Summary Memorandum that Geosytec is to provide to the University, as described in Attachment A to Addendum A, Phase 2 Scope of Services, Task 2.3. The University will so provide that Memorandum to the County and the City so that they will have sufficient time to review and comment on that Memorandum before the stakeholders meeting described in that Task 2.3.
7. No party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other parties.
8. This Agreement is for the sole benefit of parties, and nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. Nothing in this Agreement will be deemed or construed by the parties, nor by any other entity or person, as creating any principal and agent relationship, or partnership, or joint venture, between the parties.
10. This Agreement will be governed by the laws of the State of Missouri, and any action relating to this Agreement will be brought in the Circuit Court of Boone County, Missouri.
11. The covenants, agreements, and obligations in this Agreement will extend to, bind, and inure to the benefit of the parties and their respective successors and approved assigns.

12. All the parties will execute six originals of this document, with each party to receive two executed originals.

13. Each person signing this Agreement on behalf of any of the parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.

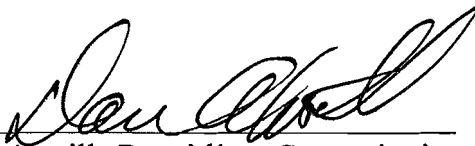
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

The Curators of the University of Missouri

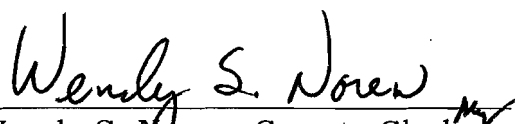
By:

Date:

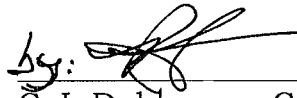
BOONE COUNTY, MISSOURI

BY: 
Dan Atwill, Presiding Commissioner

ATTEST:

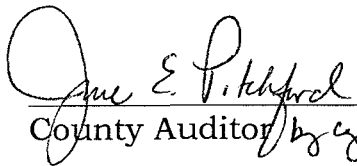

Wendy S. Noren, County Clerk

APPROVED AS TO LEGAL FORM:

by:  Ron Sweed
C.J. 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. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 Jane E. Pitchford 6/25/15 8725-71100
County Auditor Date

CITY OF COLUMBIA, MISSOURI

BY: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

Date

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account _____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

John Blattel
City Finance Director

Geosyntec[®]

consultants

engineers | scientists | innovators

HINKSON CREEK BACTERIA ASSESSMENT

2015 Preliminary Monitoring Plan

Prepared for

University of Missouri
Environmental Health and Safety
8 Research Park Development Building
Columbia, Missouri 65211

Prepared by

Geosyntec Consultants, Inc.
108 E. Green Meadows Road, Suite 9
Columbia, Missouri 65203

April 2015

Project Number MOW5368

Privileged and Confidential – For Discussion Only

TABLE OF CONTENTS

1.	PROJECT BACKGROUND AND OBJECTIVES	1
2.	PROJECT TEAM	3
3.	STUDY DESIGN	4
	3.1 Suggested Sites and Parameters	4
	3.2 Evaluating Upstream Sources.....	5
4.	QUALITY ASSURANCE PROJECT PLAN	6

LIST OF TABLES

Table 1. Summary of Bacteria Data Collected by MDNR between April and October in 2013 and 2014.

Table 2. Hinkson Creek Bacteria Assessment Project Team.

Table 3. Suggested 2015 Sampling Locations.

Table 4. Potential Monitoring Locations to Assess Upstream Sources.

LIST OF FIGURES

Figure 1. Project Team Organizational Chart.

LIST OF ATTACHMENTS

Attachment A. Hinkson Creek Bacteria Assessment 2015 Sampling Locations.

1. PROJECT BACKGROUND AND OBJECTIVES

Hinkson Creek is a 26.4 mile long stream in Boone County, Missouri (County). In its headwaters, the watershed is dominated by rural and agricultural land uses; the majority of the lower two-thirds of the stream flows through developed land, including the City of Columbia's (Columbia) city limits and University of Missouri (MU) property.

For regulatory purposes, Hinkson Creek is composed of two discrete reaches with unique waterbody identification numbers (WBID). The upper reach, WBID 1008, is a Class C water that flows 18.8 miles from the headwaters to the Providence Road crossing in Columbia. WBID 1008 is designated for Whole Body Contact Recreation – A (WBCR-A). The WBCR-A *Escherichia coli* (bacteria) criterion is 126/100 mL. The lower reach, WBID 1007, is a Class P water that continues from Providence Road for 7.6 miles downstream to the confluence with Perche Creek. WBID 1008 is designated for Whole Body Contact Recreation – B (WBCR-B). The WBCR-B bacteria criterion is 206/100 mL.

In 2012, the Missouri Department of Natural Resources (MDNR) added WBID 1008 to the 303(d) list of impaired waters because bacteria data exceeded criteria. According to MDNR's listing methodology document (LMD)¹, waterbodies are considered impaired if the geometric mean of at least five bacteria samples collected between April 1 and October 31 exceeds the criterion in any one of the last three years of available data. For Hinkson Creek, sufficient data were available in 2004 and 2005; the 2004 geometric mean exceeded the criterion. Two major Hinkson Creek tributaries, Hominy Branch (WBCR-B, 2012 303(d) list) and Grindstone Creek (WBCR-A, 2006 303(d) list), also have bacteria impairments.

Much of the existing bacteria data in the Hinkson Creek watershed was collected before 2006. Over the past two years, MDNR has been monitoring sites to quantify current bacteria levels and presumably reassess the impairment status of Hinkson Creek, Hominy Branch, and Grindstone Creek (collectively the "study streams"). Since 2013, MDNR has monitored six locations on the streams. These recent data suggest that all three streams and all four WBIDs may still be impaired for bacteria for sites with sufficient data (**Table 1**).

¹ MDNR. 2014. Methodology for the Development of the 2016 Section 303(d) List in Missouri. Water Protection Program. Jefferson City, MO.

Table 1. Summary of Bacteria Data Collected by MDNR between April and October in 2013 and 2014. Bolded values reflect potential impairments. Potential impairments were evaluated using MDNR’s 2016 LMD requirements (considered impaired if the geometric mean of at least five samples exceeds the criterion in any one of the last three years). Geometric mean units are bacteria counts/100 mL.

Stream (WBID)	Site Description	Designated Whole Body Contact Use and Associated Criterion	2013 Results Geomean (Sample #)	2014 Results Geomean (Sample #)	Potential 303(d) Status
Hinkson (1008)	Recreation Drive	WBCR-A (126)	94 (2)	206 (5)	Impaired
	Providence Road	WBCR-A (126)	126 (4)	250 (2)	Unimpaired / Insufficient data
Hinkson (1007)	Twin Lakes	WBCR-B (206)	---	243 (10)	Impaired
	Scott Blvd	WBCR-B (206)	258 (4)	---	Unimpaired / Insufficient data
Grindstone Creek (1009)	Near Mouth	WBCR-A (126)	174 (5)	90 (10)	Impaired
Hominy Branch (1011)	Green Valley Drive	WBCR-B (206)	322 (4)	298 (10)	Impaired

MDNR’s current monitoring approach is limiting because it only provides information on bacteria levels at the most downstream end of each segment. This approach does not adequately characterize overall conditions in the study stream (particularly in Hinkson Creek) and ensures that future impairment decisions will be made with limited information, as described above and presented in **Table 1**. Given the length and complexity of the study streams, additional locations should be monitored during 2015. Data from these additional sites can be used to develop a more representative estimate of bacteria levels in Hinkson Creek.

Due to the limitation associated with MDNR’s approach, MU has asked Geosyntec Consultants, Inc. (Geosyntec), to assist in developing a sampling plan that will:

- Provide sufficient bacteria data to develop a representative estimate of current bacteria levels in the study streams; and
- Ensure that appropriate quality assurance and quality control (QA/QC) procedures are applied such that the data can be used in regulatory discussions.

This document outlines the preliminary approach suggested by Geosyntec to meet these objectives and is intended to serve as a guide for planning discussions. Before sampling begins, the final monitoring plan will be incorporated into a quality assurance project plan (QAPP).

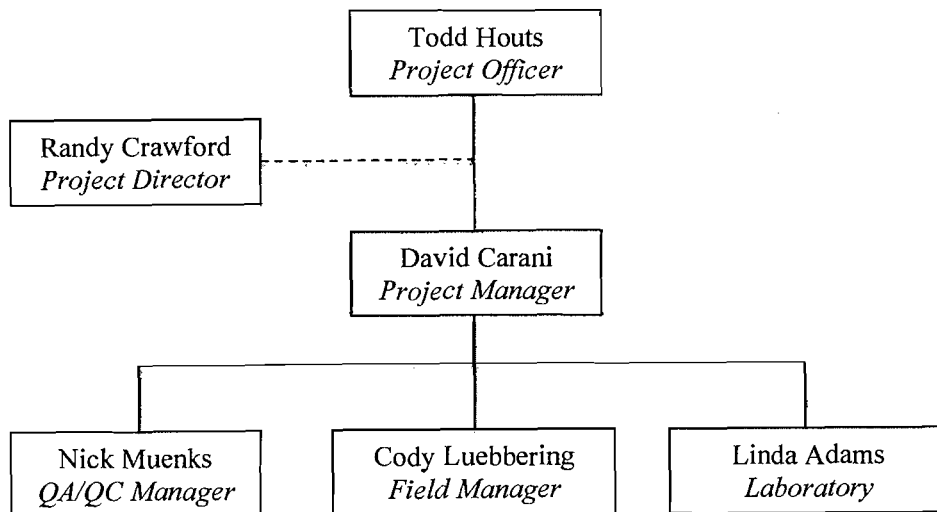
2. PROJECT TEAM

The project team includes a project officer, project director, project manager, QA/QC manager, field manager, and laboratory manager (Table 2, Figure 1).

Table 2. Hinkson Creek Bacteria Assessment Project Team.

Role	Team Member	Affiliation
Project Officer	Todd Houts	University of Missouri
Project Director	Randy Crawford	Geosyntec, Inc.
Project Manager	David Carani	Geosyntec, Inc.
QA/QC Manager	Nick Muenks	Geosyntec, Inc.
Field Manager	Cody Luebbering	Geosyntec, Inc.
Laboratory Manager	Linda Adams	Environmental Survey and Services, Inc.

Figure 1. Project Team Organizational Chart.



3. STUDY DESIGN

Preliminary discussions with MDNR indicate that MDNR field staff will be monitoring four sites in the watershed during 2015 (**Attachment A**). These include two on Hinkson Creek (Recreation Drive and Twin Lakes), one on Hominy Branch (Green Valley Drive), and one on Grindstone Creek (near mouth). MDNR will collect bacteria and flow from these locations on a bi-weekly basis between April 1 and October 31.

As described in Section 1, additional monitoring sites are needed to develop a more representative estimate of current bacteria levels. This preliminary monitoring plan outlines the additional monitoring efforts, sites, parameters, and frequencies necessary to do the assessment.

3.1 Suggested Sites and Parameters

Eleven monitoring sites are proposed for 2015 (**Table 3, Attachment A**). These include nine sites on Hinkson Creek, one on Grindstone Creek, and one on Hominy Branch. Guidelines offered by the United States Geological Survey (USGS)² were considered before selecting the sites. Preference was given to sites that are evenly-spaced (approximately 1 site every 3 miles of stream segment), are far enough above or below major confluences such that they are fully mixed, and are likely to maintain permanent flow during the monitoring period.

Table 3. Suggested 2015 Sampling Locations.

Stream	WBID	Site ID	Site Description	MDNR 2015 Site?
Hinkson Creek	1008	1	Rogers Road	No
	1008	2	Hinkson Creek Road	No
	1008	3	Upstream Highway 63	No
	1008	4	Broadway	No
	1008	5	Stadium	No
	1008	6	Recreation Drive	Yes
	1007	7	Forum Boulevard	No
	1007	8	Twin Lakes	Yes
	1007	9	Near CRWWTP	No
Grindstone Creek	1009	10	Near Mouth	Yes
Hominy Branch	1001	11	Green Valley Drive	Yes

² Wilde, F.D., 2005, Preparations for water sampling: U.S. Geological Survey Techniques of Water-Resources Investigations, book 9, chap. A1, January 2005, accessed [April 23, 2015], at <http://pubs.water.usgs.gov/twri9A1/>.

Water quality grab samples will be collected at each site on a bi-weekly basis through October 31, 2015. Field parameters include dissolved oxygen, temperature, pH, conductivity, and open-channel flow. Field parameters will be measured using appropriate field instruments concurrent with sample collection at each of the monitoring sites. Streamflow data will also be downloaded monthly from the Broadway USGS gage station (USGS 06910230). Laboratory parameters will include bacteria and total suspended solids (TSS).

Sampling multiple sites in each segment on the same day will better reflect current bacteria levels because data can be aggregated to calculate a reach average estimate, rather than a point estimate. This is preferable because the influence of single, potentially unrepresentative sample results can be moderated. It is important to note that the multiple site approach recommended for this study is different than the multiple site approach used by MDNR in previous studies. In those studies, MDNR did not always sample the same sites on the same day. As a result, a reach average estimate could not be calculated consistently.

3.2 Evaluating Upstream Sources

Three potential monitoring sites that could be used to evaluate the impact of upstream sources were also identified (**Table 4, Attachment A**) but the project team should discuss several issues before adding these sites to the monitoring plan. These issues include:

- The segments are intermittent streams that will likely not maintain permanent flow during dry conditions. Further, the Hominy Branch site is located downstream from several small impoundments that will restrict flow. Therefore, it may only be possible to collect data during wet-weather conditions when bacteria levels are generally higher.
- The segments are not currently impaired. If data collected from these locations are primarily limited to wet-weather events when bacteria levels are generally higher, the segments could potentially be listed as impaired during future 303(d) assessment cycles.
- Columbia city limits now extend farther eastward than they did during MDNR's initial assessment between 2004 and 2006. As a result, accessible upstream locations are limited to sites that now include the City. If high bacteria levels are measured at these sites, the City may potentially be identified as a contributing source.

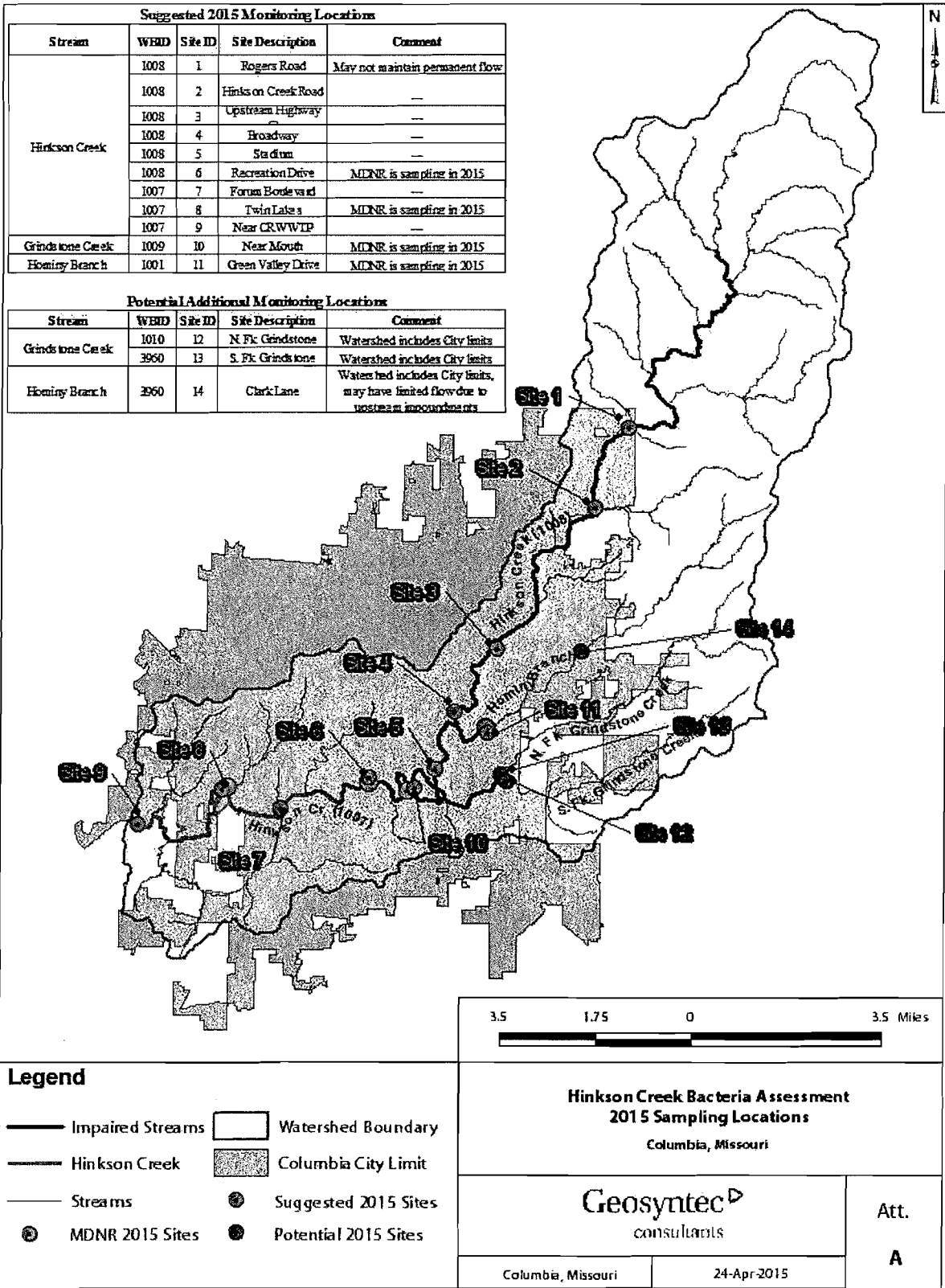
Table 4. Potential Monitoring Locations to Assess Upstream Sources.

Stream	WBID	Site ID	Site Description
Grindstone Creek	1010	12	N. Fk. Grindstone Cr.
	3960	13	S. Fk. Grindstone Cr.
Hominy Branch	3960	14	Clark Lane

4. QUALITY ASSURANCE PROJECT PLAN

As noted in Section 1, a QAPP will be developed to support monitoring activities. The QAPP requirements will be applicable to the activities of all participants involved with project implementation. The QAPP includes information on organization, responsibilities, procedures, quality control measures, data management and reporting to assure that:

- Proper preventive maintenance, equipment calibration, and approved analytical protocols are implemented so that all field measurements and analytical results are valid;
- Monitoring is conducted using sample tracking systems and chain-of-custody procedures that properly identify samples being collected and insure the control of those samples from field collection through analysis and data reduction;
- Records are produced and retained to document the quality of samples collected and analyzed, as well as the validity of applied procedures;
- Generated data are validated; and
- Calculations, evaluations, and decisions completed or deduced based on the results of the monitoring are accurate, appropriate, and consistent with the objectives of the plan.



Suggested 2015 Monitoring Locations

Stream	WED	Site ID	Site Description	Comment
Hinkson Creek	1008	1	Rogers Road	May not maintain permanent flow
	1008	2	Hinkson Creek Road	---
	1008	3	Upstream Highway	---
	1008	4	Broadway	---
	1008	5	Station	---
	1008	6	Recreation Drive	MDNR is sampling in 2015
	1007	7	Forum Boulevard	---
	1007	8	Twin Lakes	MDNR is sampling in 2015
	1007	9	Near CRWWTP	---
Grindstone Creek	1009	10	Near Mouth	MDNR is sampling in 2015
Hominy Branch	1001	11	Green Valley Drive	MDNR is sampling in 2015

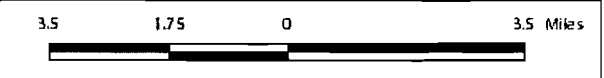
Potential Additional Monitoring Locations

Stream	WED	Site ID	Site Description	Comment
Grindstone Creek	1010	12	N. Fk. Grindstone	Watershed includes City limits
	3960	13	S. Fk. Grindstone	Watershed includes City limits
Hominy Branch	3960	14	Clark Lane	Watershed includes City limits, may have limited flow due to upstream improvements

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Legend

- Impaired Streams
- Hinkson Creek
- Streams
- MDNR 2015 Sites
- Suggested 2015 Sites
- Potential 2015 Sites
- Watershed Boundary
- Columbia City Limit



**Hinkson Creek Bacteria Assessment
2015 Sampling Locations**
Columbia, Missouri

Geosyntec
consultants

Att.
A

Columbia, Missouri 24-Apr-2015

Attachment A
Hinkson Creek 2015 Bacteria Evaluation
Phase 2 Scope of Services

Geosyntec Consultants, Inc. (Geosyntec), is working with the University of Missouri (MU) to re-evaluate existing bacteria levels in Hinkson Creek, Hominy Branch, and Grindstone Creek. In Phase 1, Geosyntec assisted in developing a quality assurance project plan (QAPP) that will be used to quantify current bacteria levels, identify potential sources, and support Hinkson Creek de-listing efforts, if supported by water quality data. For Phase 2, MU has requested that Geosyntec conduct the monitoring activities outlined in the QAPP. Specific tasks necessary to complete Phase 2 are described below.

Phase 2 Services – Conduct Monitoring

Task 2.1. Data Collection

Geosyntec will collect water quality and streamflow data as outlined in the QAPP developed in Phase 1. This task assumes the following:

- Bacteria, total suspended solids (TSS), and flow data will be collected at a total of 11 sites on Hinkson Creek and its tributaries.
- Samples will be collected on a bi-weekly basis beginning May 27, 2015 and ending October 31, 2015 (12 events).
- Water samples will be analyzed by an outside laboratory.

Task 2.2. Data Management

Geosyntec will organize, manage, and review data as outlined in the project QAPP. Final project data (field sheets, sample results, lab reports, quality assurance reports, etc.) will be saved electronically and given to MU at the end of the project.

Task 2.3. Reporting

Geosyntec will summarize the results of Tasks 2.1 and 2.2 in a brief memorandum. Geosyntec will submit a draft of the memorandum to MU for one round of review. This task includes time to modify and finalize the memorandum based on comments received from MU and attend one meeting to discuss results with stakeholders. *If additional support is needed, Geosyntec will prepare a separate scope and budget at MU's request.*

Considerations for Monitoring Services

Geosyntec strives to accommodate the needs and schedules of our clients. However, uncontrollable or unforeseen climatic events may delay collection of defensible and representative data. Geosyntec is not liable for project schedule delays resulting from uncontrollable climatic or discharge events that render sampling conditions non-representative or outside of regulatory sampling periods.

Landowner Access for Field Monitoring Services

MU will coordinate and obtain necessary landowner permissions to allow legal access by Geosyntec for all field monitoring tasks and sites.

Anticipated Phase 2 Schedule and Compensation

Assuming data collection ended October 31, 2015, Geosyntec would have the project summary memorandum finalized before December 31, 2015.

The budget for Tasks 2.1 – 2.3 is \$45,500 and will be performed on a time and materials basis in accordance with the rate schedule effective at the time services are rendered. This estimate will not be exceeded without MU’s written consent. An itemized cost estimate is provided as Attachment B. Geosyntec’s 2015 rate schedule, subject to change each calendar year, is provided as Attachment C.

Attachment B
Phase 2 Budget

Hinkson Creek 2015 Bacteria Evaluation
Phase 2 Estimated Budget

	Rate	Unit	Units/Task			Total Units	Total Cost
			Task 1	Task 2	Task 3		
<i>Professional</i>							
Senior Professional	\$187	hour	6		12	18	\$3,366
Project Professional	\$167	hour	10	16	8	34	\$5,678
Professional	\$146	hour	20	16	28	64	\$9,344
Senior Staff Professional	\$126	hour	80	20	14	114	\$14,364
Project Administrator	\$59	hour	6	4	6	16	\$944
Subtotal (hrs)	---	---	122	56	68	230	---
Subtotal (cost)	---	---	\$16,146	\$7,764	\$9,786	---	\$33,696

<i>Non-Professional</i>	Rate	Unit	Cost/Item			Total Units	Total Cost
Mileage	\$0.555	miles	\$ 144	\$ -	\$ -	260 miles	\$144
Direct Expenses - Eq. Purchases	Cost + 12%	task	\$ -	\$ -	\$ -	Cost + 12%	\$0
Direct Expenses - Other	Cost + 12%	task	\$ -	\$ -	\$ -	Cost + 12%	\$0
Subcontract Services	Cost + 12%	task	\$ 8,719	\$ -	\$ -	\$8,719	\$8,719
Communications Fee	2%	task	\$ 484	\$ 213	\$ 294	\$990	\$990
Subtotal	---	---	\$11,298	\$213	\$294	---	\$11,804

Total	---	---	\$27,444	\$7,977	\$10,080	\$45,500
--------------	-----	-----	-----------------	----------------	-----------------	-----------------

- Task 1: Data Collection**
- Task 2: Data Management**
- Task 3: Reporting**

Attachment C
GEOSYNTEC CONSULTANTS 2015 RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$106
Senior Staff Professional	\$126
Professional	\$146
Project Professional	\$167
Senior Professional	\$187
Associate	\$207
Principal	\$224
Engineering Technician I	\$ 50
Engineering Technician II	\$ 60
Senior Engineering Technician I	\$ 66
Senior Engineering Technician II	\$ 72
Site Manager I	\$ 79
Site Manager II	\$ 89
Construction Manager	\$100
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.08

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the applicable Consumer Price Index (CPI).

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 9th day of July 20 15

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

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a petition by R. Newton and Joyce I. Riley to vacate and replat Lots 1-4 of Lake Chateau Block 2 and Lots 1-10 of Lake Chateau Block 3 as shown in Plat Book 10, Page 107 of Boone County Records, located at 2855 S Montrose Ave., Columbia.

Done this 9th day of July, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION

Findings of Fact:

1. Lake Chateau Subdivision is located in NE 1/4 of the NW ¼ of Section 29, Township 48 North, Range 11 West of Boone County Missouri.
2. Lake Chateau Subdivision is zoned R-S (Single-Family Residential).
3. The R-S zoning district requires a minimum lot size of 7,000 sq. ft. per dwelling.
4. Lake Chateau Subdivision was recorded in December 1970 in Plat Book 10, Page 107 of Boone County Records.
5. R. Newton and Joyce Riley are the owners of Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3.
6. A petition to vacate and re-plat Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3 was submitted to the Boone County Commission.
7. All property owners within 500 feet of Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3 were notified of the request in accordance with Boone County policy.
8. On June 30, 2015, the Boone County Commission held a public hearing to consider the request to vacate and re-plat Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3.
9. R. Newton and Joyce Riley were represented by Tim Reed, surveyor, during the June 30, 2015 public hearing.
10. Testimony by the petitioner during the June 30, 2015 hearing indicated that the reason for requesting that Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3 be vacated was so that the lots could be consolidated.
12. During the public hearing on June 30, 2015 there was no public testimony to indicate that vacating and re-platting Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3 would adversely affect the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services, and will not generally adversely affect the health, welfare, or safety of persons owning or possessing real estate within the subdivision to be vacated or surrounding real estate.

Conclusions of Law:

1. Boone County, Missouri is a First Class County within the State of Missouri.
2. Boone County adopted a program of Planning and Zoning under Section 64.800 of the Revised Statutes of the State of Missouri (RSMo) when it was a Second Class County.

3. Section 64.905 RSMo authorizes first class counties that adopted ordinances under 64.800 to continue under those statutes even after said county becomes a first class county.

4. Section 64.825 RSMo authorizes counties to adopt regulations governing the subdivision of land.

5. Boone County adopted regulations governing the subdivision of land in December 1973. These regulations were revised in June 1995.

6. Section 1.8 of the Boone County Subdivision Regulations authorizes the Boone County Commission to vacate land previously platted providing good cause is shown during a public hearing that indicates the land can be vacated and subsequently re-platted without “adversely affecting the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services, and will not generally adversely affect the health, welfare, or safety of persons owning or possessing real estate within the subdivision to be vacated or surrounding real estate.”

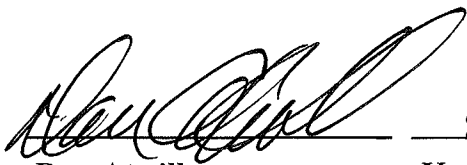
Decision:

1. The Boone County Commission determines that there is good cause to vacate Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3.

2. The Boone County Commission determines that vacating Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3 will have a positive impact on the character of existing properties and homes in the neighborhood and will enhance the property values when the land is re-platted.

Therefore, the Boone County Commission hereby APPROVES the petition to vacate Lake Chateau Subdivision, Lots 1-4 of Block 2 and Lots 1-10 of Block 3.

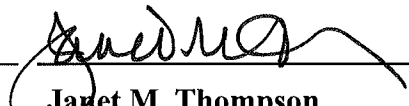
Entered on the 9th day of July, 2015.



Dan Atwill
Presiding

Absent

Karen M. Miller
District I



Janet M. Thompson
District II

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 9th day of July 20 15

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

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a petition submitted by Michael and Marla Fuller to vacate and re-plat Lot 2 of Chitwood Subdivision as shown in Plat Book 49 Page 13 of Boone County Records, located at 19615 N Hwy 124, Centralia.

Done this 9th day of July, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION

Findings of Fact:

1. Chitwood Subdivision is located in SE 1/4 of the SW ¼ of Section 20, Township 51 North, Range 11 West of Boone County Missouri.
2. Chitwood Subdivision is zoned A-2 (Agriculture).
3. The A-2 zoning district requires a minimum lot size of 2.5 acres per dwelling.
4. Chitwood Subdivision was recorded in April 2015 in Plat Book 49, Page 13 of Boone County Records and consisted of two lots on 10.02 acres.
5. Michael and Marla Fuller are the owners of Chitwood Subdivision, Lot 2.
6. A petition to vacate and re-plat Chitwood Subdivision Lot 2 was submitted to the Boone County Commission.
7. All property owners within 500 feet of Chitwood Subdivision Lot 2 were notified of the request in accordance with Boone County policy.
8. On June 30, 2015, the Boone County Commission held a public hearing to consider the request to vacate and re-plat Lot 2 of Chitwood Subdivision.
9. Michael and Marla Fuller were represented by Donald Bormann, surveyor, during the June 30, 2015 public hearing.
10. Testimony by the petitioner during the June 30, 2015 hearing indicated that the reason for requesting that Lot 2 of Chitwood subdivision be vacated was so that the lot could be re-platted with adjoining land in order to preserve certain features (a pond) on a building lot.
11. Testimony by the petitioner during the June 30, 2015 hearing indicated that the new configuration of lots would comply with the minimum lot size of the A-2 zoning district.
12. During the public hearing on June 30, 2015 there was no public testimony to indicate that vacating and re-platting Lot 2 of Chitwood subdivision would adversely affect the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services, and will not generally adversely affect the health, welfare, or safety of persons owning or possessing real estate within the subdivision to be vacated or surrounding real estate.”

Conclusions of Law:

1. Boone County, Missouri is a First Class County within the State of Missouri.

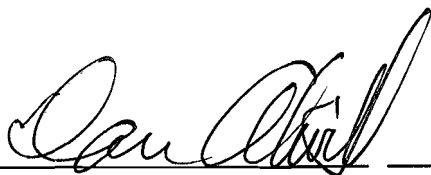
2. Boone County adopted a program of Planning and Zoning under Section 64.800 of the Revised Statutes of the State of Missouri (RSMo) when it was a Second Class County.
 3. Section 64.905 RSMo authorizes first class counties that adopted ordinances under 64.800 to continue under those statutes even after said county becomes a first class county.
 4. Section 64.825 RSMo authorizes counties to adopt regulations governing the subdivision of land.
 5. Boone County adopted regulations governing the subdivision of land in December 1973. These regulations were revised in June 1995.
 6. Section 1.8 of the Boone County Subdivision Regulations authorizes the Boone County Commission to vacate land previously platted providing good cause is shown during a public hearing that indicates the land can be vacated and subsequently re-platted without “adversely affecting the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services, and will not generally adversely affect the health, welfare, or safety of persons owning or possessing real estate within the subdivision to be vacated or surrounding real estate.”
-

Decision:

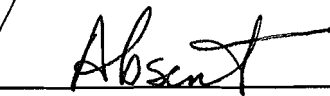
1. The Boone County Commission determines that there is good cause to vacate Lot 2 of Chitwood Subdivision.
2. The Boone County Commission determines that vacating Lot 2 of Chitwood Subdivision will have a positive impact on the character of existing properties and homes in the neighborhood and will enhance the property values when the land is re-platted.

Therefore, the Boone County Commission hereby APPROVES the petition to vacate Lot 2 of Chitwood Subdivision.

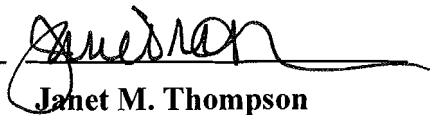
Entered on the 9th day of July, 2015.



Dan Atwill
Presiding



Karen M. Miller
District I



Janet M. Thompson
District II