

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

19th

day of

July

20 16

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2671 E. Oakbrook Drive, A+B, parcel #12-415-20-02-011.00 01.

Done this 19th day of July, 2016.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Photographs taken 6/20/16 @ ~ 2:50 pm  
2671 E. Oakbrook Drive A+B



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	July Session
2671 E. Oakbrook Drive,	)	July Adjourned
A+B	)	Term 2016
Columbia, MO 65202	)	Commission Order No. <u>335-2016</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 19<sup>th</sup> day of July 2016, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2671 E. Oakbrook Drive A+B, a/k/a parcel# 12-415-20-02-011.00 01, Section 20, Township 49, Range 12 as shown in deed book 4180 page 0041, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 25<sup>th</sup> day of May to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

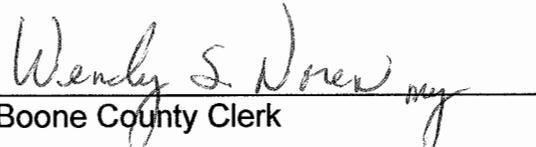
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

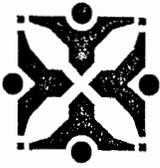
  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Davis Family Trust  
2671 E. Oakbrook Drive A+B  
Health Department nuisance notice - timeline

- 05/13/16: citizen complaint received
- 05/16/16: initial inspection conducted
- 05/17/16: notice of violation sent to owner via certified mail, return receipt requested
- 05/25/16: owner signed for notice
- 06/20/16: reinspection conducted – violation not abated - photographs taken at ~ 2:50 pm
- 06/27/16: hearing notice sent to owner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Davis Family Trust
3115 Cowan Drive
c/o John and Jeannine
Sacramento, CA 95821

An inspection of the property you own located at 2671 E. Oakbrook Drive A+B (parcel # 12-415-20-02-011.00 01) was conducted on May 16, 2016 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday July 19, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

[Handwritten signature]

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27th day of June 2016 by MN

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Davis Family Trust  
3115 Cowan Drive  
c/o John and Jeannine  
Sacramento, CA 95821

An inspection of the property you own located at 2671 E. Oakbrook Drive A+B (parcel # 12-415-20-02-011.00 01) was conducted on May 16, 2016 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist



- 6638
- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 6638 Status: Open Entity: City of Columbia  
Description: Duplex on left after creek on Oakbrook

**Comments**

Overgrown grass and junk laying around. Please call Haley 217 508 6820

**Call Details**

Call type: CE-County Nuisance  
Entry date/time: 05/13/2016 13:58:13  
Entry user ID: Niles, Michelle M Health  
Origin:  
Work group: Environmental Health

**Contact Information**

Contact ID: 154830  
Contact name: Undefined  
From phone: (573) 555-5555  
Customer:  
Location:  
Service:

**Call Assignment/Notification**

Contact notification: Call back  
Notification date:  
Email updates: No  
Notification user:  
Forward to user: Vellema, Kristine - Health E

**Close Information**

Close date/time: 00:00:00  
Close user:  
Elapsed time:  
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



**Boone County Assessor**

Boone County Government  
Center  
801 E. Walnut, Room 143  
Columbia, MO 65201-7733

Office (573) 886-4270  
Fax (573) 886-4254  
Open 8:00 am - 5:00 pm Monday to Friday

**Parcel 12-415-20-02-011.00 01**

**Property Location 2671 E OAKBROOK DR A+B**

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **DAVIS FAMILY TRUST**  
Address **3115 COWAN DR**  
Care Of **C/O JOHN & JEANNINE**  
City, State Zip **SACRAMENTO, CA 95821**

*Subdivision Plat Book/Page*

Section/Township/Range **20 49 12**

Legal Description **MORRIS 2 (SUR 388-740)  
LOT 15**

Lot Size **45.00 x 178.15**

Irregular shape **Y**

Deed Book/Page **4180 0041** **2761 0010** **2264 0987** **2010 0187**

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	1,900	101,100	103,000	RI	361	19,209	19,570
<b>Totals</b>	<b>1,900</b>	<b>101,100</b>	<b>103,000</b>	<b>Totals</b>	<b>361</b>	<b>19,209</b>	<b>19,570</b>

**Most Recent Tax Bill(s)**

**Residence Description**

Year Built **1997**

Use **DUPLEX (102)**

Basement **NONE (1)** Attic **NONE (1)**

Bedrooms **4** Main Area **2,208**

Full Bath **4** Finished Basement Area **0**

Half Bath **0**

Total Rooms **8** Total Square Feet **2,208**

Copyright © 2016 Boone County, Missouri. All rights reserved.  
This Web application was developed by [Boone County](#).

Boone County, Missouri  
Unofficial Document



Recorded in Boone County, Missouri

Date and Time: 07/02/2013 at 09:49:39 AM  
Instrument #: 2013016698 Book: 4180 Page: 41

Grantor: DAVIS, JOHN  
Grantee: DAVIS FAMILY TRUST THE

Instrument Type: WD  
Recording Fee: \$49.00 N  
No. of Pages: 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



**RECORDER OF DEEDS CERTIFICATE  
BOONE COUNTY, MISSOURI  
NON-STANDARD DOCUMENT**

This document has been recorded and you have been charged the \$25.00 non-standard fee pursuant to RSMo 59.310.3 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson  
Recorder of Deeds  
801 E. Walnut, Room 132  
Columbia, Missouri 65201  
573-886-4345

THIS PAGE HAS BEEN RECORDED AS THE FIRST PAGE OF YOUR DOCUMENT - DO NOT REMOVE THIS PAGE

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

BOONE COUNTY MO JUL 02 2013

APN: 12-415-20-02-011-00-01

**WARRANTY DEED**

The undersigned grantors declare: "This conveyance transfers the grantors' interest into their revocable living trust."

FOR NO CONSIDERATION,

JOHN DAVIS and JEANNINE DAVIS, husband and wife  
whose mailing address is 3115 Cowan Drive, Sacramento, CA 95821, Grantors.

hereby CONVEYS and WARRANTS to

JOHN T. DAVIS and JEANNINE DAVIS, Co-Trustees of THE DAVIS FAMILY TRUST dated March 15, 2013  
whose mailing address is 3115 Cowan Drive, Sacramento, CA 95821, Grantees

all of their right, title and interest in and to the following described real property in the County of Boone, State of Missouri:

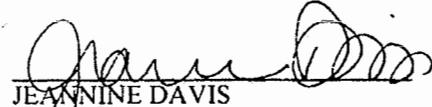
**LEGAL DESCRIPTION:** Lots Fifteen (15) and Twenty-one (21) of Morris Subdivision Number Two (2) as shown by Survey thereof recorded in Book 388, Page 740, records of Boone County, Missouri.

**A.P.N.** 12-415-20-02-011-00-01  
**Also known as:** 2671 & 2570 E. Oakbrook Drive, Columbia, MO 65202

DATED: March 15, 2013

  
JOHN DAVIS

STATE OF CALIFORNIA )  
                                  )ss.  
COUNTY OF SACRAMENTO )

  
JEANNINE DAVIS

On March 15, 2013, before me, COLIN TOBIAS SMITH, a notary public, personally appeared JOHN DAVIS and JEANNINE DAVIS, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
COLIN TOBIAS SMITH  
My term expires: 07/13/2016

(Seal)



Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the 19th day of July 20 16

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2505 E. Oakbrook Drive, A+B, parcel #12-415-20-02-005.00 01.

Done this 19th day of July, 2016.

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

Photographs taken 6/20/16 @ ~ 2:50 pm  
2505 E. Oakbrook Drive A+B



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	July Session
2505 E. Oakbrook Drive,	)	July Adjourned
A+B	)	Term 2016
Columbia, MO 65202	)	Commission Order No. <u>336-2016</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 19<sup>th</sup> day of July 2016, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2505 E. Oakbrook Drive A+B, a/k/a parcel# 12-415-20-02-005.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 5<sup>th</sup> day of June to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

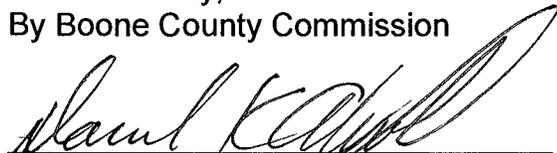
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

R&L Investment Holdings  
2505 E. Oakbrook Drive A+B  
Health Department nuisance notice - timeline

- 05/13/16: citizen complaint received
- 05/16/16: initial inspection conducted
- 05/17/16: notice of violation sent to owner via certified mail, return receipt requested – owner never signed for notice
- 06/05/16: notice posted in local newspaper
- 06/20/16: reinspection conducted – violation not abated - photographs taken at ~ 2:50 pm
- 06/27/16: hearing notice sent to owner



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

R&L Investment Holdings LLC  
242 Cornwall Drive  
Weldon Springs, MO 63304

An inspection of the property you own located at 2505 E. Oakbrook Drive A+B (parcel # 12-415-20-02-005.00 01) was conducted on May 16, 2016 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday July 19, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27th day of June 2016 by MM.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.GoColumbiaMo.com

**AFFIDAVIT OF PUBLICATION**

STATE OF MISSOURI ) ss.  
 County of Boone )

I, Jason Meyer, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

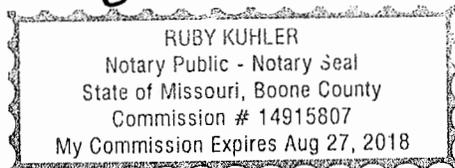
- 1st Insertion \_\_\_\_\_ June 5, 2016
- 2nd Insertion \_\_\_\_\_
- 3rd Insertion \_\_\_\_\_
- 4th Insertion \_\_\_\_\_
- 5th Insertion \_\_\_\_\_
- 6th Insertion \_\_\_\_\_
- 7th Insertion \_\_\_\_\_
- 8th Insertion \_\_\_\_\_
- 9th Insertion \_\_\_\_\_
- 10th Insertion \_\_\_\_\_
- 11th Insertion \_\_\_\_\_
- 12th Insertion \_\_\_\_\_
- 13th Insertion \_\_\_\_\_
- 14th Insertion \_\_\_\_\_
- 15th Insertion \_\_\_\_\_
- 16th Insertion \_\_\_\_\_
- 17th Insertion \_\_\_\_\_
- 18th Insertion \_\_\_\_\_
- 19th Insertion \_\_\_\_\_
- 20th Insertion: \_\_\_\_\_
- 21st Insertion: \_\_\_\_\_
- 22nd Insertion: \_\_\_\_\_

\$62.88  
 Printer's Fee

By Jason Meyer  
 Jason Meyer

Subscribed & sworn to before me this 10 day of June, 2016

[Signature]  
 Notary Public



**NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT**

To: R&L Investment Holdings LLC  
 242 Cornwall Drive  
 Weldon Springs, MO 63304

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Morris Subdivision, # 2, Lot 9, a/k/a 2505 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: Growth of weeds in excess of twelve inches high

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203. Date of Declaration, Order and Publication:

Stephanie Browning, Director,  
 Columbia/Boone County  
 Department of Public Health

INSERTION DATE: June 5, 2016



- 6638
- Events
- Email log
- Reminders
- Workrequests

**Call Information**

Call ID: 6638 Status: Open Entity: City of Columbia  
Description: Duplex on left after creek on Oakbrook

**Comments**

Overgrown grass and junk laying around. Please call Haley 217 508 6820

**Call Details**

Call type: CE-County Nuisance  
Entry date/time: 05/13/2016 13:58:13  
Entry user ID: Niles, Michelle M Health  
Origin:  
Work group: Environmental Health

**Contact Information**

Q Contact ID: 154830  
Contact name: Undefined  
Q From phone: (573) 555-5555  
Customer:  
Location:  
Service:

**Call Assignment/Notification**

Contact notification: Call back  
Notification date:  
Email updates: No  
Notification user:  
Forward to user: Vellema, Kristine - Health E

**Close Information**

Close date/time: 00:00:00  
Close user:  
Elapsed time:  
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



## Boone County Assessor

Boone County Government  
 Center  
 801 E. Walnut, Room 143  
 Columbia, MO 65201-7733

Office (573) 886-4270  
 Fax (573) 886-4254  
 Open 8:00 am - 5:00 pm Monday to Friday

**Parcel** 12-415-20-02-005.00 01      **Property Location** 2505 E OAKBROOK DR A+B

**City**      **Road** COMMON ROAD DISTRICT (CO)      **School** COLUMBIA (C1)  
**Library** BOONE COUNTY (L1)      **Fire** BOONE COUNTY (F1)

**Owner** R & L INVESTMENT HOLDINGS LLC  
**Address** 242 CORNWALL DR  
**City, State Zip** WELDON SPRINGS, MO 63304

**Subdivision Plat Book/Page** 0388 0740

**Section/Township/Range** 20 49 12

**Legal Description** MORRIS SD #2  
 LOT 9

**Lot Size** 116.60 x 140.00

**Deed Book/Page** 2988 0026 2755 0076 2617 0067 2585 0084

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
<b>RV</b>	<b>3,100</b>	<b>0</b>	<b>3,100</b>	<b>RV</b>	<b>589</b>	<b>0</b>	<b>589</b>
<b>Totals</b>	<b>3,100</b>	<b>0</b>	<b>3,100</b>	<b>Totals</b>	<b>589</b>	<b>0</b>	<b>589</b>

**Most Recent Tax Bill(s)**

Copyright © 2016 Boone County, Missouri. All rights reserved.  
 This Web application was developed by [Boone County](#).

Boone County, Missouri  
Unofficial Document



Recorded in Boone County, Missouri

Date and Time 07/21/2006 at 09:30:52 AM

Instrument # 2006020023 Book 2988 Page 26

Grantor FRUEND, LEWIS B

Grantee R & L INVESTMENT HOLDINGS LLC

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

  
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 12<sup>th</sup> day of, JULY, 2006, by and between  
Lewis B Freund and Carol Freund, husband and wife

Grantor(s),

of the County of Saint Charles, State of Missouri party of the first part, and  
R & L Investment Holdings, LLC

Grantee(s),

Grantee'(s) address: 242 Cornwall Drive Weldon Springs, MO 63304  
of the County of Saint Charles, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Saint Charles and the State of Missouri, to-wit.

Lot Twenty-Two (22) and Lot Nine (9) of MORRIS SUBDIVISION NUMBER TWO (2) as shown by a survey recorded in Book 388, Page 740, Records of Boone County, Missouri, and being a part of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Forty-Nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

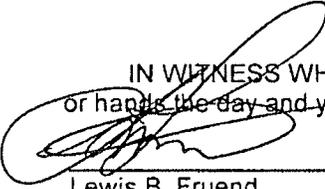
BOONE COUNTY MO JUL 21 2006

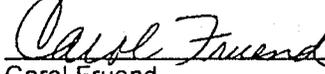
Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written

  
\_\_\_\_\_  
Lewis B. Freund

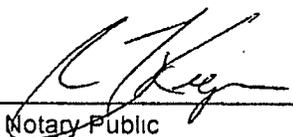
  
\_\_\_\_\_  
Carol Freund

STATE OF MISSOURI )  
COUNTY OF ST. CHARLES ) ss.

On this 12 day of July, 2006, before me personally appeared:  
Lewis B. Freund and Carol Freund, husband and wife

to me known to be the person or persons described in and who executed the same as their  
free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written

  
\_\_\_\_\_  
Notary Public

My Commission Expires  
1/28/07



JOHN T. KEEGAN  
St. Charles County  
My Commission Expires  
January 28, 2007

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

19th

day of

July

20

16

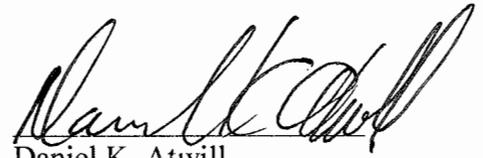
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2510 E. Oakbrook Drive, A+B, parcel #12-415-20-02-018.00 01.

Done this 19th day of July, 2016.

ATTEST:

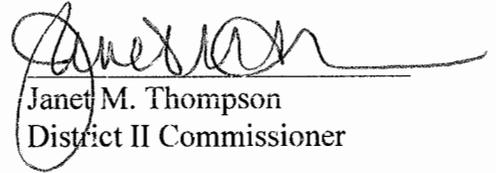
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Photographs taken 6/20/16 @ ~ 2:50 pm  
2510 E. Oakbrook Drive A+B



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	July Session
2510 E. Oakbrook Drive,	)	July Adjourned
A+B	)	Term 2016
Columbia, MO 65202	)	Commission Order No. <u>337-2016</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 19<sup>th</sup> day of July 2016, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high and a derelict, unlicensed and inoperable white Ford pickup truck on the premises.
4. The location of the public nuisance is as follows: 2510 E. Oakbrook Drive A+B, a/k/a parcel# 12-415-20-02-018.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code and a derelict, unlicensed and inoperable white Ford pickup truck in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 5<sup>th</sup> day of June to the property owner and a person with an interest in the property.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

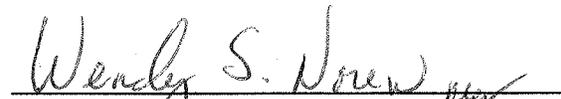
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

R&L Investment Holdings/Johnathan Mark Stevenson  
2510 E. Oakbrook Drive A+B  
Health Department nuisance notice - timeline

- 05/13/16: citizen complaint received
- 05/16/16: initial inspection conducted
- 05/17/16: notice of violation sent to owner and party with interest in property via certified mail, return receipt requested – neither owner or interested party signed for notice
- 06/05/16: notice posted in local newspaper
- 06/20/16: reinspection conducted – violation not abated - photographs taken at ~ 2:50 pm
- 06/27/16: hearing notice sent to owner and interested party



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

R&L Investment Holdings LLC  
242 Cornwall Drive  
Weldon Springs, MO 63304

An inspection of the property you own located at 2510 E. Oakbrook Drive A+B (parcel # 12-415-20-02-018.00 01) was conducted on May 16, 2016 and revealed growth of weeds in excess of twelve inches high and a derelict, unlicensed and inoperable white Ford pickup truck on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday July 19, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27<sup>th</sup> day of June 2016 by mn.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.GoColumbiaMo.com



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Johnathan Mark Stevenson  
1122 Old Highway 63 S  
Columbia, MO 65201

An inspection of the property you hold an interest in located at 2510 E. Oakbrook Drive A+B (parcel # 12-415-20-02-018.00 01) was conducted on May 16, 2016 and revealed growth of weeds in excess of twelve inches high and a derelict, unlicensed and inoperable white Ford pickup truck on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday July 19, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27<sup>th</sup> day of June 2016 by mn.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.GoColumbiaMo.com

**AFFIDAVIT OF PUBLICATION**

STATE OF MISSOURI ) ss.  
County of Boone )

I, Jason Meyer, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

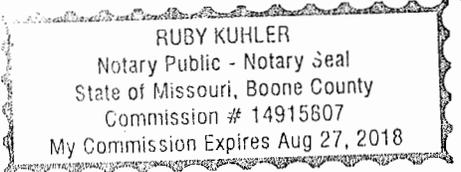
- 1st Insertion \_\_\_\_\_ June 5, 2016
- 2nd Insertion \_\_\_\_\_
- 3rd Insertion \_\_\_\_\_
- 4th Insertion \_\_\_\_\_
- 5th Insertion \_\_\_\_\_
- 6th Insertion \_\_\_\_\_
- 7th Insertion \_\_\_\_\_
- 8th Insertion \_\_\_\_\_
- 9th Insertion \_\_\_\_\_
- 10th Insertion \_\_\_\_\_
- 11th Insertion \_\_\_\_\_
- 12th Insertion \_\_\_\_\_
- 13th Insertion \_\_\_\_\_
- 14th Insertion \_\_\_\_\_
- 15th Insertion \_\_\_\_\_
- 16th Insertion \_\_\_\_\_
- 17th Insertion \_\_\_\_\_
- 18th Insertion \_\_\_\_\_
- 19th Insertion \_\_\_\_\_
- 20th Insertion: \_\_\_\_\_
- 21st Insertion: \_\_\_\_\_
- 22nd Insertion: \_\_\_\_\_

\$68.34  
Printer's Fee

By Jason Meyer  
Jason Meyer

Subscribed & sworn to before me this 10 day of June, 2016

[Signature]  
Notary Public



**NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT**

To: R&L Investment Holdings LLC  
242 Cornwall Drive  
Weldon Springs, MO 63304

Johnathan Mark Stevenson  
1122 Old Highway 63 S  
Columbia, MO 65201

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Morris Subdivision, # 2, Lot 22, a/k/a 2510 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: A derelict, unlicensed and inoperable white Ford pickup truck and growth of weeds in excess of twelve inches high

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203. Date of Declaration, Order and Publication:

Stephanie Browning, Director,  
Columbia/Boone County  
Department of Public Health

INSERTION DATE: June 5, 2016



- 6538
- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 6638 Status: Open Entity: City of Columbia

Description: Duplex on left after creek on Oakbrook

**Comments**

Overgrown grass and junk laying around. Please call Haley 217 508 6820

**Call Details**

Call type: CE-County Nuisance  
Entry date/time: 05/13/2016 13:58:13  
Entry user ID: Niles, Michelle M Health -  
Origin:  
Work group: Environmental Health

**Contact Information**

Q Contact ID: 154830  
Contact name: Undefined  
Q From phone: (573) 555-5555  
Customer:  
Location:  
Service:

**Call Assignment/Notification**

Contact notification: Call back  
Notification date:  
Email updates: No  
Notification user:  
Forward to user: Vellema, Kristine - Health E

**Close Information**

Close date/time: 00:00:00  
Close user:  
Elapsed time:  
Action taken:

Navigation bar with back, forward, and search icons.

Print button

Cancel button

Exit button

Refresh button

Toggle Inform... button

Contact Inquiry button



## Boone County Assessor

Boone County Government  
 Center  
 801 E. Walnut, Room 143  
 Columbia, MO 65201-7733

Office (573) 886-4270  
 Fax (573) 886-4254  
 Open 8:00 am - 5:00 pm Monday to Friday

**Parcel 12-415-20-02-018.00 01**

**Property Location 2510 E OAKBROOK DR A+B**

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **R & L INVESTMENT HOLDINGS LLC**  
 Address **242 CORNWALL DR**  
 City, State Zip **WELDON SPRINGS, MO 63304**

Subdivision Plat Book/Page

Section/Township/Range **20 49 12**

Legal Description **MORRIS 2 (SUR 388-740)  
 LOT 22**

Lot Size **115.10 x 140.00**

Deed Book/Page

**2988 0026**    **2755 0076**    **2617 0067**    **2585 0084**

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RV	3,100	0	3,100	RV	589	0	589
<b>Totals</b>	<b>3,100</b>	<b>0</b>	<b>3,100</b>	<b>Totals</b>	<b>589</b>	<b>0</b>	<b>589</b>

**Most Recent Tax Bill(s)**

Copyright © 2016 Boone County, Missouri. All rights reserved.  
 This Web application was developed by Boone County.

Boone County, Missouri  
Unofficial Document



Recorded in Boone County, Missouri

Date and Time 07/21/2006 at 09:30:52 AM

Instrument # 2006020023 Book 2988 Page 26

Grantor FRUEND, LEWIS B

Grantee R & L INVESTMENT HOLDINGS LLC

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

  
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

**GENERAL WARRANTY DEED**

This Deed, made and entered into this 12<sup>th</sup> day of, JULY, 2006, by and between  
Lewis B Freund and Carol Freund, husband and wife

Grantor(s),

of the County of Saint Charles, State of Missouri party of the first part, and  
R & L Investment Holdings, LLC

Grantee(s),

Grantee'(s) address: 242 Cornwall Drive Weldon Springs, MO 63304  
of the County of Saint Charles, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Saint Charles and the State of Missouri, to-wit.

Lot Twenty-Two (22) and Lot Nine (9) of MORRIS SUBDIVISION NUMBER TWO (2) as shown by a survey recorded in Book 388, Page 740, Records of Boone County, Missouri, and being a part of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Forty-Nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

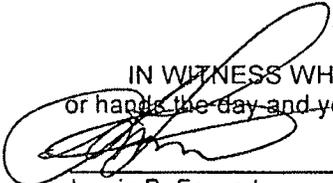
BOONE COUNTY MO JUL 2 1 2006

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written

  
\_\_\_\_\_  
Lewis B. Freund

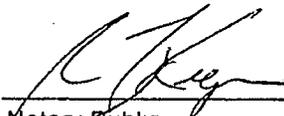
  
\_\_\_\_\_  
Carol Freund

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. CHARLES )

On this 12 day of July, 2006, before me personally appeared:  
Lewis B. Freund and Carol Freund, husband and wife

to me known to be the person or persons described in and who executed the same as their  
free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written

  
\_\_\_\_\_  
Notary Public

My Commission Expires  
1/28/07



JOHN T. KEEGAN  
St. Charles County  
My Commission Expires  
January 28, 2007

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

July Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the

19th

day of

July

20

16

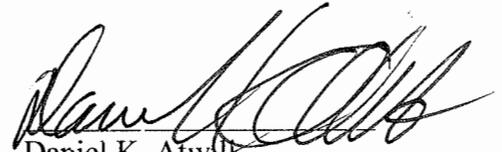
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6801 N. Maxine Court, parcel #11-602-13-01-008.00 01.

Done this 19th day of July, 2016.

ATTEST:

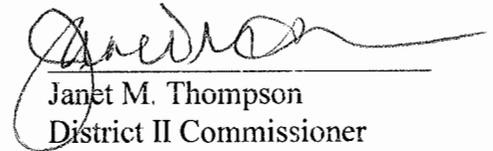
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Photographs taken 6/29/16 @ ~ 10:30 am  
6801 N. Maxine Court



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	July Session
6801 N. Maxine Court	)	July Adjourned
Columbia, MO 65202	)	Term 2016
	)	Commission Order No. <u>338-2016</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 19<sup>th</sup> day of July 2016, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, junk and tires on the premises.
4. The location of the public nuisance is as follows: 6801 N. Maxine Court, a/k/a parcel# 11-602-13-01-008.00 01, Section 13, Township 49, Range 13 as shown in deed book 4218 page 0120, Boone County.
5. The specific violation of the Code is: trash, junk and tires in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 8<sup>th</sup> day of June to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health

Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

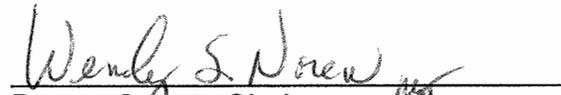
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Melvin and Shirley Heath  
6801 N. Maxine Court  
Health Department nuisance notice - timeline

- 05/25/16: citizen complaint received
- 06/01/16: initial inspection conducted
- 06/07/16: notice of violation sent to owner via certified mail, return receipt requested
- 06/08/16: owner signed for notice
- 06/29/16: reinspection conducted – violation not abated - photographs taken at ~ 10:30 am
- 07/01/16: hearing notice sent to owner



# HEARING NOTICE

Melvin and Shirley Heath  
19909 Hartsburg Hills Road  
Hartsburg, MO 65039

An inspection of the property you own located at 6801 N. Maxine Court (parcel # 11-602-13-01-008.00 01) was conducted on June 1, 2016 and revealed trash, junk and tires on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, July 19, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 18<sup>th</sup> day of July 2016 by MD.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Melvin and Shirley Heath
19909 Hartsburg Hills Road
Hartsburg, MO 65039

An inspection of the property you own located at 6801 N. Maxine Court (parcel # 11-602-13-01-008.00 01) was conducted on June 1, 2016 and revealed trash, junk and tires on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 7th day of June 2016 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

7014 3490 0002 2758 6686

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	6.46

Sent To: Melvin & Shirley Heath  
 Street & Apt. No., or PO Box No.: 19909 Hartsburg Hills Rd.  
 City, State, ZIP+4: Hartsburg, MO 65039

PS Form 3800, July 2013 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Melvin & Shirley Heath  
 19909 Hartsburg Hills Rd.  
 Hartsburg, MO 65039



9590 9403 0575 5183 6286 65

2. Article Number (Transfer from service label)

7014 3490 0002 2758 6686

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Melvin Heath*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery 6/18

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery



- 6648
- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 6648      Status: Open      Entity: City of Columbia  
Description: Maxine Dr.

**Comments**  
Trash and junk

**Call Details**

Call type: CE-County Nuisance  
Entry date/time: 05/25/2016 15:50:40  
Entry user ID: Niles, Michelle M Health -  
Origin:  
Work group: Environmental Health

**Contact Information**

Q Contact ID: 154830  
Q Contact name: Undefined  
Q From phone: (573) 555-5555  
Customer:  
Location:  
Service:

**Call Assignment/Notification**

Contact notification: Call back  
Notification date:  
Email updates: No  
Notification user:  
Forward to user: Vellema, Kristine - Health E

**Close Information**

Close date/time: 00:00:00  
Close user:  
Elapsed time:  
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



## Boone County Assessor

Boone County Government  
 Center  
 801 E. Walnut, Room 143  
 Columbia, MO 65201-7733

Office (573) 886-4270  
 Fax (573) 886-4254  
 Open 8:00 am - 5:00 pm Monday to Friday

**Parcel 11-602-13-01-008.00 01**

**Property Location 6801 N MAXINE ST**

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **HEATH MELVIN & SHIRLEY**  
 Address **19909 HARTBURG HILLS RD**  
 City, State Zip **HARTBURG, MO 65039**

Subdivision Plat Book/Page

**0011 0090**

Section/Township/Range **13 49 13**

Legal Description **POWELLS SUBDIVISION  
 LOT 15  
 BENEFICIARY DEED**

Lot Size **92.00 x 103.67**

Irregular shape **Y**

Deed Book/Page

**4218 0120**

**3025 0162**

**0503 0151**

**Current Appraised**

**Current Assessed**

Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	11,400	41,800	53,200	RI	2,166	7,942	10,108
<b>Totals</b>	<b>11,400</b>	<b>41,800</b>	<b>53,200</b>	<b>Totals</b>	<b>2,166</b>	<b>7,942</b>	<b>10,108</b>

**Most Recent Tax Bill(s)**

**Residence Description**

Year Built **1977  
 (ESTIMATE)**

Use **SINGLE FAMILY  
 (101)**

Basement **NONE (1)**

Attic **NONE  
 (1)**

Bedrooms **2**

Main Area **1,612**

Full Bath **1**

Finished **0**  
 Basement Area

Half Bath **0**

Total Rooms **5**

Total Square Feet **1,612**

Boone County, Missouri  
Unofficial

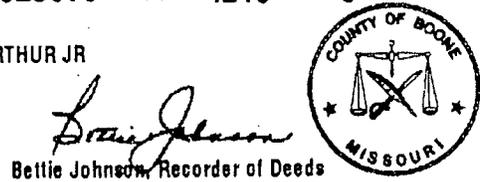


Recorded in Boone County, Missouri

Date and Time: 09/17/2013 at 02:15:01 PM  
Instrument #: 2013023876 Book: 4218 Page: 120

Grantor: HEATH, MELVIN  
Grantee: AKERS, JAMES ARTHUR JR

Instrument Type: TRSF  
Recording Fee: \$30.00 S  
No. of Pages: 3



(Space above reserved for Recorder of Deeds certification)

Title of Document: Transfer on Death Deed

Date of Document: 8/30/13

Grantor(s) Pg. 1

Grantee(s) Pg. 1

Statutory Mailing Address(s): 19909 Hartsburg Hills Rd.  
Hartsburg, Mo 65039

Legal Description: pg. 1

Reference Book and Page(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

BOONE COUNTY MO SEP 17 2013

**Prepared By:**

Shirley L. Heath  
19909 Hartsburg Hills Rd.  
Hartsburg, MO 65039

**After Recording Return To:**

Melvin & Shirley Heath  
19909 Hartsburg Hills Rd.  
Hartsburg, MO 65039

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TRANSFER ON DEATH DEED**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

*MS*  
I, Melvin & Shirley Heath, a married person<sup>s</sup>, (herein referred to as "Grantor"), does hereby convey unto James Arthur Akers Jr. & Trisha Lynn Akers, (herein referred to as "Grantee<sup>s</sup>"), effective upon <sup>our</sup>my death, the following described real property located in Columbia, in the County of Boone, State of Missouri:

**Legal Description:** 6801 N Maxine St Parcel# 11-602-13-01-008-.00 Sct 13T wp49 Rge13  
Powells Subdivision Lot 15

If the Grantee Beneficiary predeceases me, the conveyance to that Grantee Beneficiary shall:

Become part of the estate of the Grantee Beneficiary.

**Grantee(s):**

James Arthur Akers Jr. & Trisha Lynn Akers  
6801 N Maxine St.  
Columbia, Missouri 65201

**Mail Tax Statements To:**

Melvin & Shirley Heath  
19909 Hartsburg Hills Rd.  
Columbia, Missouri 65039

**[SIGNATURE PAGE FOLLOWS]**

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

BOONE COUNTY MO SEP 17 2013

Grantor Acknowledgement

Grantor Signature:

DATED: 8-30-13

*Melvin Heath Shirley Heath*

Melvin & Shirley Heath  
6801 N. Maxine st.  
Columbia, Missouri 65201

Spouse Signature:

DATED: *Shirley L Heath*  
Shirley L. Heath  
Date 8-30-13

Shirley Heath  
19909 Hartsburg Hills rd.  
Hartsburg, Missouri 65039

STATE OF MISSOURI, COUNTY OF BOONE, ss:

This instrument was acknowledged before me on this 30 day of August, 2013 by  
Melvin & Shirley Heath.

ANDREW HUHMANN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Moniteau  
My Commission Expires 9/2/2014  
Commission # 10013371

*AH*  
Notary Public Andrew Huhmann  
Customer Service Rep  
Title (and Rank)

My commission expires: Sept 2 2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

19th

day of

July

20 16

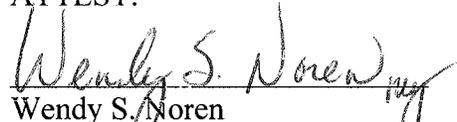
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 33-23JUN16 – Willowbrook & Shalimar Gardens Concrete Rehab 2016 to Emery Sapp and Sons of Columbia, MO.

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

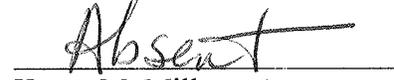
Done this 19th day of July, 2016.

ATTEST:

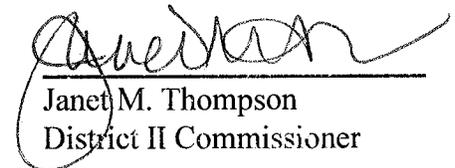
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

339-2016

# Boone County Purchasing

**Phil Fichter**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: July 12, 2016  
RE: 33-23JUN16-Willowbrook & Shalimar Gardens Concrete Rehab-2016

33-23JUN16-Willowbrook & Shalimar Gardens Concrete Rehab-2016 opened on June 23, 2016. One bid was received. Resource Management recommends award by low bid to Emery Sapp and Sons of Columbia Missouri.

Cost of the contract is \$438,507.16. There will be a 10% contingency of \$43,850.72 added for a Purchase Order total of \$482,357.88 which will be paid from department 2041 – Infrastructure Preservation and Rehab – Resource Management Design and Construction, account 71202 – Contractor Costs. The engineer's estimate was \$444,460.30.

att: Bid Tab

cc: Micah Taylor, Resource Management  
Bid File

**33-23JUN16 - WILLOWBROOK & SHALIMAR  
GARDENS CONCRETE REHAB-2016**

BID TABULATION			ENGINEER'S ESTIMATE		Emery Sapp & Son		AVERAGE BID	
Option 2 Asphalt Pavement- Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
MOBILIZATION	LS	1	\$12,000.00	\$12,000.00	\$2,700.00	\$2,700.00	\$9,700.00	\$9,700.00
TRAFFIC CONTROL PHASING	LS	1	\$6,000.00	\$6,000.00	\$5,400.00	\$5,400.00	\$6,400.00	\$6,400.00
CONSTRUCTION STAKING	LS	1	\$2,500.00	\$2,500.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
EROSION CONTROL	LS	1	\$1,500.00	\$1,500.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00
MATERIAL TESTING	LS	1	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	L.S.	1	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	5311	\$10.00	\$53,110.00	\$9.50	\$50,454.50	\$9.50	\$50,454.50
EXCAVATION	CY	1205	\$28.00	\$33,740.00	\$29.50	\$35,597.50	\$28.50	\$34,197.50
SUBGRADE STABILIZATION	CY	302	\$75.00	\$22,650.00	\$66.23	\$20,111.00	\$70.62	\$21,415.00
CURB & GUTTER, ROLL BACK, REMOVE & REPLACE	SY	200	\$150.00	\$30,000.00	\$153.00	\$30,600.00	\$153.00	\$30,600.00
CURB & GUTTER, BARRIER, REMOVE & REPLACE	SY	81	\$125.00	\$10,125.00	\$123.00	\$10,023.00	\$123.00	\$10,023.00
DRIVEWAY REPAIR, REMOVE & REPLACE	SY	105	\$75.00	\$7,875.00	\$74.00	\$7,770.00	\$74.00	\$7,770.00
INLET THROAT, REMOVE & REPLACE	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
TENSAR TX130 GEOGRID	SY	2311	\$4.00	\$9,244.00	\$2.85	\$6,586.35	\$3.43	\$7,915.35
TYPE I ROLLED STONE BASE, 6" THICK	SY	5311	\$8.00	\$42,488.00	\$7.30	\$38,776.30	\$7.30	\$38,776.30
BITUMINOUS BASE COURSE, 3/4" THICK	TON	1905	\$75.00	\$142,875.00	\$69.00	\$131,314.00	\$69.00	\$131,314.00
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	2311	\$0.30	\$693.30	\$0.41	\$947.51	\$0.41	\$947.51
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	440	\$90.00	\$39,600.00	\$73.85	\$32,514.00	\$73.85	\$32,514.00
RESTORATION	LS	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
<b>Bid Total</b>				<b>\$444,460.30</b>		<b>\$438,507.16</b>		<b>\$438,507.16</b>
Bid Response								
Work Authorization Certification								
Statement of Bidders Qualifications								
Anti-Corruption Statement								
Bid Bond								
Signature and Identity of Bidder								
Bidders Acknowledgment								

Emery Sapp & Son were only bidder and only bid Option 2

339-2016

**CONTRACT AGREEMENT**

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

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

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

**BID NUMBER 33-23JUN16  
WILLOWBROOK AND SHALIMAR GARDENS CONCRETE REHAB-2016  
BOONE COUNTY, MISSOURI**

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

<b><u>Description</u></b>	<b><u>Price</u></b>
Option 2- Asphalt Pavement	\$438,507.16

The contract award for Boone County's Willowbrook and Shalimar Gardens Concrete Rehab-2016 is to **be in the amount of \$438,507.16**

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Certification Regarding Debarment
- Work Authorization Certification
- Individual Bidder Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage

Contractor's Affidavit Regarding Settlement of Claims  
General Specifications  
Technical Specifications  
Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #23  
Boone County Standard Terms and Conditions  
Project Plans and/or Details  
Guide Specification for Construction of RCC  
Results from Soil Boring

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

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

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount: \$438,507.16.

**Four Hundred Thirty Eight Thousand, Five Hundred Seven Dollars and Sixteen Cents (\$438,507.16)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 7-19-16  
at Columbia, Missouri. (Date)

CONTRACTOR:  
**EMERY SAPP AND SONS, INC.**

By: [Signature]  
Authorized Representative Signature

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

By: Justin S. Gaj  
Authorized Representative Printed Name  
Title: Assistant Vice President

Approved as to Legal Form:

ATTEST:

[Signature]  
Boone County Counselor

[Signature]  
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

2041 / 71202 - \$438,507.16

[Signature]  
Signature

7/13/16  
Date

Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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 their 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 them 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 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.

**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 or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**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.



---

Insurance • Bonds • Employee Benefits • Financial Services

July 6, 2016

County of Boone  
613 E Ash Street, Room 111  
Columbia, MO 65201

RE: Contractor: Emery Sapp & Sons Inc.  
Bond No: 39S211648  
Project: Willowbrook & Shalimar Gardens Concrete Rehab

Gentlemen,

Please accept this letter as your authority to date the bonds on the above captioned project to coincide with the date of the contract.

Once the contracts have been signed, I would appreciate receiving a copy of the contract and the dated bond for my file.

Sincerely,

Allison Madrid  
Attorney-In-Fact

Enclosures

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Emery Sapp & Sons, Inc.

2301 I-70 Drive NW, Columbia, MO 65202

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Four Hundred Thirty-Eight Thousand Five Hundred Seven Dollars & 16/100 (\$438,507.16) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

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

**CONTRACT NUMBER 33-23JUN16  
Willowbrook and Shalimar Gardens Concrete Rehab - 2016  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Emery Sapp & Sons, Inc.  
2301 I-70 Drive NW, Columbia, MO 65202,  
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116  
a corporation organized under the laws of the State of Massachusetts, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of  
Four Hundred Thirty-Eight Thousand Five Hundred  
Seven Dollars and 16/100 DOLLARS

(\$ 438,507.16 ), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents:

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

**CONTRACT NUMBER 33-23JUN16**  
**Willowbrook and Shalimar Gardens Concrete Rehab - 2016**  
**BOONE COUNTY, MISSOURI**

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

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

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

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

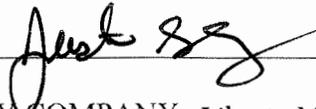
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 6th day of July 20 16.

CONTRACTOR Emery Sapp & Sons, Inc. (SEAL)

BY: 

SURETY COMPANY Liberty Mutual Insurance Company

BY:   
(Attorney-In-Fact) Allison Madrid

BY: N/A  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: Matt Blaskiewicz

Phone Number: 314-543-4622

Address: 175 Berkeley Street  
Boston, MA 02116

An Affirmative Action/Equal Opportunity Institution

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7370300

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Darla A. Veltrop; Kris Copra; Louis A. Landwehr

all of the city of Jefferson City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2016.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

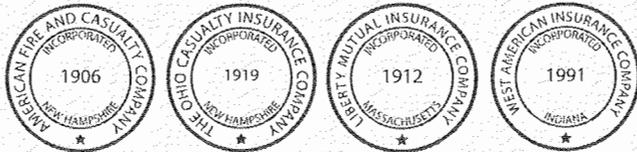
**ARTICLE XIII** – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of July, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

## **IMPORTANT SURETY BOND INFORMATION MISSOURI**

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

### **MISSOURI SPECIFIC QUESTIONS**

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

**AMERICAN STATES INSURANCE COMPANY  
SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

Mailing Address:  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

Telephone # 1-206-473-3799



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2017

DATE (MM/DD/YYYY)

7/6/2016

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).

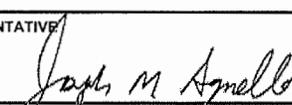
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic General Ins Corporation</td> <td>24139</td> </tr> <tr> <td>INSURER B : Houston Casualty Company</td> <td>42374</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic General Ins Corporation	24139	INSURER B : Houston Casualty Company	42374	INSURER C : Travelers Property Casualty Co of America	25674	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Old Republic General Ins Corporation	24139													
INSURER B : Houston Casualty Company	42374													
INSURER C : Travelers Property Casualty Co of America	25674													
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> 1327113 EMERY SAPP & SONS, INC. 2301 I-70 DRIVE NW COLUMBIA MO 65202														

**COVERAGES \* CERTIFICATE NUMBER: 14134795 REVISION NUMBER: XXXXXXXX**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 PD & BI DED. <input checked="" type="checkbox"/> PRODUCTS-COMP/OP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	A7CG97541606	4/1/2016	4/1/2017	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 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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 <input checked="" type="checkbox"/> MCS90	Y	Y	A 7CA97541606	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	H16XC5043401.	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	N	N	A7CW97541606	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> <b>CONTRACTORS EQUIPMENT (INCLUDES LEASED/RENTED)</b>	N	N	QT6304299B952TIL16	4/1/2016	4/1/2017	\$1,000,000 LIMIT, \$10,000 DEDUCTIBLE.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: 33-23JUN16-WILLOWBROOK AND SHALIMAR GARDENS CONCRETE REHAB. COUNTY OF BOONE, MISSOURI IS NAMED AS ADDITIONAL INSURED INCLUDING PRODUCTS & COMPLETED OPERATIONS ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES.

<b>CERTIFICATE HOLDER</b> <b>14134795</b> COUNTY OF BOONE, MISSOURI c/o PURCHASING DEPARTMENT 613 E ASH STREET COLUMBIA MO 65201	<b>CANCELLATION</b> 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 
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

**BID FORM**  
**WILLOWBROOK SHALIMAR GARDENS CONCRETE REHAB-2016**

<b>Option 2 Asphalt Pavement- Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
MOBILIZATION	LS	1	\$ 9,700.00	\$ 9,700.00
TRAFFIC CONTROL/PHASING	LS	1	\$ 5,400.00	\$ 5,400.00
CONSTRUCTION STAKING	LS	1	\$ 1,700.00	\$ 1,700.00
EROSION CONTROL	LS	1	\$ 2,300.00	\$ 2,300.00
MATERIAL TESTING	LS	1	\$ 2,800.00	\$ 2,800.00
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$ 3,600.00	\$ 3,600.00
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	5311	\$ 9.50	\$ 50,454.50
EXCAVATION	CY	1205	\$ 39.50	\$ 47,597.50
SUBGRADE STABILIZATION	CY	500	\$ 58.23	\$ 29,115.00
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	200	\$ 153.00	\$ 30,600.00
CURB & GUTTER, BARRIER, REMOVE & REPLACE	SY	91	\$ 153.00	\$ 13,923.00
DRIVEWAY REPAIR, REMOVE & REPLACE	SY	105	\$ 145.00	\$ 15,225.00
INLET THROAT, REMOVE & REPLACE	EA	1	\$ 2,000.00	\$ 2,000.00
TENSAR TX130 GEOGRID	SY	5311	\$ 2.85	\$ 15,136.35
TYPE I ROLLED STONE BASE, 6" THICK	SY	5311	\$ 7.30	\$ 38,770.30
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	1906	\$ 69.00	\$ 131,514.00
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	5311	\$ 0.41	\$ 2,177.51
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	440	\$ 73.85	\$ 32,494.00
RESTORATION	LS	1	\$ 4,000.00	\$ 4,000.00
<b>Bid Total</b>				<b>\$ 438,507.16</b>

Optional Asphalt Cement Price Index (Circle One)

Accept

Do Not Accept



**BID BOND**

Conforms with The American Institute of Architects,  
A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Emery Sapp & Sons, Inc.

2301 I-70 Drive NW, Columbia, MO 65202

\_\_\_\_\_ as Principal, hereinafter called  
the Principal, and Liberty Mutual Insurance Company, of Boston, MA,  
a corporation duly organized under the laws of the State of MA, as Surety, hereinafter called the Surety, are held and  
firmly bound unto Boone County, Missouri, 613 East Ash Street, Room 111, Columbia, MO 65201  
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid  
\_\_\_\_\_ Dollars ( 5% ), for the payment of which sum well and truly to be made, the said  
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Willowbrook & Shalimar Gardens Concrete Rehab - 2016

Bid Number: 33-23JUN16

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such  
Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof  
between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with  
another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full  
force and effect.

Signed and sealed this 23rd day of June, 2016.

Angela C Regan  
Witness

Emery Sapp & Sons, Inc. (Seal)  
Principal

[Signature]  
Title

[Signature]  
Witness

Liberty Mutual Insurance Company  
By Allison Madrid Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7370261

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

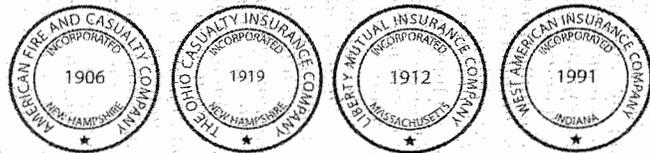
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Darla A. Veltrop; Kris Copra; Louis A. Landwehr

all of the city of Jefferson City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2016.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of June, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1 800 633 8888



Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

## **IMPORTANT SURETY BOND INFORMATION MISSOURI**

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

### **MISSOURI SPECIFIC QUESTIONS**

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

AMERICAN STATES INSURANCE COMPANY  
SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

Mailing Address:

1001 4th Avenue, Suite 1700  
Seattle, WA 98154

Telephone # 1-206-473-3799

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>

COMPANY NAME: Emery Sapp and Sons, Inc.

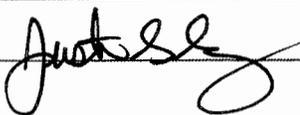
ADDRESS: 2301 I-70 Drive NW

CITY, STATE, ZIP Columbia, MO 65202

PHONE NUMBER: 573-445-8331

AUTHORIZED REPRESENTATIVE: Justin Gay

TITLE: Assistant Vice President

SIGNATURE: 

Prompt Payment Terms: N/A

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

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

Capital Paving

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT:** Willowbrook & Shalimar Gardens Concrete Rehab-2016

**Project No.:** 33-23JUN16

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

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

### **SECTION I**

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

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

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

### **SECTION II**

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

**SECTION III**

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

**SECTION IV**

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

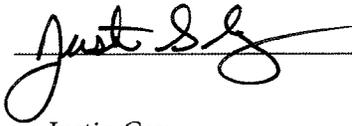
**SECTION V**

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

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

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

Firm Name: Emery Sapp and Sons, Inc.

By:  (Signature)

Justin Gay  
(Print or Type Name)

Title: Assistant Vice President

Address: 2301 I-70 Drive NW

City, State, Zip: Columbia, MO 65202

Phone: 573-445-8331

Fax: 573-445-0266

Date: June 23, 2016

(Please complete and return with Contract)

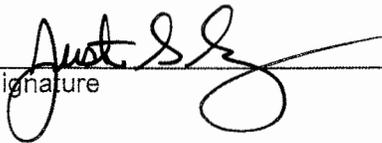
**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Justin Gay      Assistant Vice President  
\_\_\_\_\_  
Name and Title of Authorized Representative

Signature 

\_\_\_\_\_  
June 23, 2016  
Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

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

- \_\_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Emery Sapp and Sons, Inc
2. Business Address: 2301 I-70 Drive NW, Columbia, MO 65202
3. When Organized: 1972
4. When Incorporated: 1972
5. If not incorporated, state type of business and provide your federal tax identification number:
6. Number of years engaged in contracting business under present firm name:  
44
7. If you have done business under a different name, please give name and location:
8. Percent of work done by own staff: 95
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED
12. List of projects currently in progress: SEE ATTACHED

\* Attach additional sheets as necessary \*

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Justin Gay, being first duly sworn, deposes and says that he is Assistant Vice President (Title of Person Signing)

of Emery Sapp and Sons, Inc. (Name of Bidder)

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

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

By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 23rd day of June, 20 16

[Signature]  
Notary Public

My Commission Expires March 3 2018



ANGELA C. REGAN  
My Commission Expires  
March 3, 2018  
Boone County  
Commission #14586020

## SIGNATURE AND IDENTITY OF BIDDER

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

( ) sole individual      ( ) partnership                      ( ) LLC  
 (X) corporation, incorporated under laws of the state of Missouri  
 ( ) other: \_\_\_\_\_

Name of individual, all partners,  
or joint venturers:

Address of each:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

doing business under the name of:

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

\_\_\_\_\_  
 Address of principal place of  
business in Missouri

Emery Sapp and Sons, Inc.  
 (If a corporation - show its name above)

2301 I-70 Drive NW, Columbia, MO 65202  
 Address of principal place of  
business in Missouri

ATTEST:

  
 \_\_\_\_\_  
 (Signature)  
Justin S. Gay Asst. Vice Pres. dot  
 (Print Name and Title)

Dated June 23, 2016.

**NOTE:**

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

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

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

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of Boone

On this 23rd day of June, 20 16

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

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

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

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

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

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



ANGELA C. REGAN  
My Commission Expires  
March 3, 2018  
Boone County  
Commission #14588020

(SEAL) Angela C Regan Notary Public

My Commission expires March 3, 2018.



AIA Document A305

# Contractor's Qualification Statement

## 1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Boone County Purchasing Office

ADDRESS: 613 E Ash Street

Columbia, MO 65201

SUBMITTED BY: EMERY SAPP & SONS, INC.

Corporation

NAME: ANDY BAKER

Partnership

ADDRESS: 2301 I-70 DRIVE NW COLUMBIA, MO 65202

Individual

PRINCIPAL OFFICE: 2301 I-70 DRIVE NW COLUMBIA, MO 65202

Joint Venture

Other

Universal Numbering System (DUNS) = 075887059

NAME OF PROJECT (if applicable): 33-23JUN16 / WILLOWBROOK & SHALIMAR GARDENS CONCRETE REHAB 2016

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Plumbing

Electrical

Other HEAVY HIGHWAY CIVIL CONTRACTOR

(please specify)

Copyright 1964, 1969, 1979, ©1986 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? SINCE 1972
  
- 1.2 How many years has your organization been in business under its present business name? SINCE 1972
  - 1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

- 1.3.1 Date of incorporation: 02-09-1972
- 1.3.2 State of incorporation: MISSOURI
- 1.3.3 President's name: BILLY G. SAPP
- 1.3.4 Vice-president's name(s):
  - GLEN ROBERTSON
  - PETE GRATHWOHL
  - TIM PAULSON
  - NOLAN E. JONES, AVP
  - JUSTIN GAY, AVP
  
- 1.3.5 Secretary's name: KEITH M. BENNETT
- 1.3.6 Treasurer's name: SHAWN N. SAPP

1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s): N/A

1.5 If your organization is individually owned, answer the following:

- 1.5.1 Date of organization:
- 1.5.2 Name of owner:

N/A

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

STATE OF ARKANSAS, LICENSE NUMBER 0133390411

STATE OF KANSAS

STATE OF OKLAHOMA

STATE OF MISSOURI

STATE OF IOWA

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

STATE OF MISSOURI

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.  
SITE WORK, SITE UTILITIES, COMPLETE INFRASTRUCTURE  
PROJECTS OF ANY SCOPE IN BOTH PUBLIC AND PRIVATE  
SECTOR, RESIDENTIAL & COMMERCIAL DEVELOPERS, TO  
INTERSTATE FLYOVERS, AVIATION INFRASTRUCTURE AND  
GOLF COURSES.

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? NO

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? NO

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) NO

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. SEE ATTACHED
- 3.4.1 State total worth of work in progress and under contract:
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. SEE ATTACHED
- 3.5.1 State average annual amount of construction work performed during the past five years:
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. SEE ATTACHED

#### 4. REFERENCES

##### 4.1 Trade References:

COLUMBIA READY MIX O: 573-446-0919  
 2605 NORTH STADIUM BLVD F: 573-446-0147  
 COLUMBIA, MO 65202 E: CKELLMANN@CONAGG-MO.COM

FABICK CAT O: 636-343-5900  
 1 FABICK DRIVE F: 636-343-0168  
 FENTON, MO 63026 E: kathy.maxwell@fabickcat.com

##### 4.2 Bank References:

CENTRAL BANK OF BOONE COUNTY O: 573-874-8535  
 ED SCAVONE F: 573-874-8432  
 720 E BROADWAY E: ed.scavone@centralbank.net  
 COLUMBIA, MO 65201

##### 4.3 Surety:

###### 4.3.1 Name of bonding company:

WINTER DENT & COMPANY

###### 4.3.2 Name and address of agent:

KRIS COPRA O: 800-769-3472  
 101 E MCCARTY, JEFFERSON CITY, MO 65101 F: 573-619-6050

## 5. FINANCING

### 5.1 Financial Statement.

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

EMERY SAPP & SONS, INC. IS  
A PRIVATELY HELD COMPANY.  
IT IS NOT OUR POLICY TO  
PROVIDE OUR PRIVATE FINANCIAL  
STATEMENT, BUT WILL UPON  
REASONABLE REQUEST.  
DAN HOOVER, CONTROLLER  
573-445-8331

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);  
Net Fixed Assets;  
Other Assets;  
Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);  
Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

- 5.1.3 Is the attached financial statement for the identical organization named on page one?

- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. SIGNATURE

6.1 Dated at COLUMBIA MO this

2 day of JUNE 2016

Name of Organization: EMERY SAPP & SONS, INC.

By: 

Title: ASSISTANT VICE PRESIDENT

6.2

MR. JUSTIN GAY, AVP being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this

2 day of JUNE, 2016

Notary Public:   
My Commission Expires: MARCH 3, 2018



ANGELA C. REGAN  
My Commission Expires  
March 3, 2018  
Boone County  
Commission #14588020



**CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**

# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

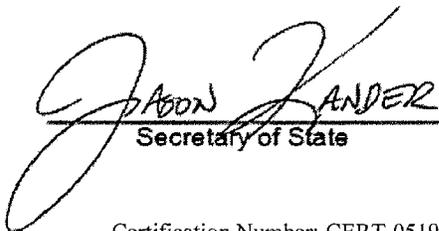
**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***EMERY SAPP & SONS, INC.***  
***00410437***

was created under the laws of this State on the 21st day of April, 1995, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 19th day of May, 2016.

  
Secretary of State



Certification Number: CERT-05192016-0061



O: 573.445.8331  
F: 573.445.0266

2301 I-70 DRIVE NW  
COLUMBIA, MO 65202

WWW.EMERYSAPP.COM

**AIA DOCUMENT A305  
CONTRACTOR'S QUALIFICATION STATEMENT  
CONSTRUCTION EXPERIENCE OF KEY INDIVIDUALS OF EMERY SAPP & SONS, INC.**

NAME	PRESENT POSITION OR OFFICE	YRS OF EXPERIENCE	MAGNITUED & TYPE OF WORK	IN WHAT CAPACITY?
BILLY G. SAPP	PRESIDENT	51	HEAVY HWY & UTILITIES	ALL
GLEN ROBERTSON	VP	46	HEAVY HWY & UTILITIES	ALL
PETE GRATHWOHL	VP	42	HEAVY HWY & UTILITIES	ALL
TIM PAULSON	VP	23	HEAVY HWY & UTILITIES	ALL
SHAWN N. SAPP	TREASURER	27	HEAVY HWY & UTILITIES	ALL
KEITH M. BENNETT	SECRETARY	26	ALL FINANCIAL MATTERS	CFO
NOLAN E. JONES	ASST VP	28	HEAVY HWY & UTILITIES	ALL
JUSTIN GAY	ASST VP	17	HEAVY HWY & UTILITIES	ALL
DAN HALL	ASST VP	38	HEAVY HWY & UTILITIES	ALL
DAN HOOVER	ASST SECRETARY	12	ALL FINANCIAL MATTERS	CONTROLLER

Company ID Number: 86909

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Emery Sapp & Sons, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.





O: 573.445.8331  
F: 573.445.0266

2301 I-70 DRIVE NW  
COLUMBIA, MO 65202

[WWW.EMERYSAPP.COM](http://WWW.EMERYSAPP.COM)

June 1, 2016

Please accept the attached listing of current & recent projects as our statement of having engaged in similar work, etc. EMERY SAPP & SONS, INC. is/ was the prime contractor for all of these projects. Please call me at the number below if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Baker', is written over a horizontal line.

Andy Baker  
Emery Sapp & Sons, Inc.



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2016		Br/St	Greene Co Rt 65	MODOT	Springfield, Mo	\$15,553,909.00	0%	Johnny Teegardin	251 SW Outer Road Branson, MO 65616	417-335-5635	
2016		Util	Montrose Phase 2	City of Edgerton, KS	Edgerton, KS	\$13,859,364.00	10%	Mike Mabrey	404 East Nelson, PO Box 255 Edgerton, KS 66021	913-893-6231	
2016	A,C,D,E,F,G,I,J, K,N,P,Q,R,S,T,V	Br/St	South Liberty Parkway	City of Liberty, MO	Liberty, MO	\$23,751,796.00	0%	Steve Hansen, P.E.	101 E. Kansas St Liberty, MO 64068	816-439-4500	816-439-4513
2015		Airport	XNA Airport East Apron Expansion	Northwest Regional Airport Authority	Bentonville, AR	\$4,444,444.00	10%	Matthew Thomason	1 Airport Blvd, Suite 100 Bentonville, AR 72712	479-205-1000	
2015		Util	National Bio and Agro-Defense Facility	Federal Government	Manhattan, KS	\$18,699,449.00	30%	Terri Watts	McCarthy Morfenson 1980 Dension Ave Suite 200 Manhattan, KS 66502	785-370-0269	
2015		Airport	Joplin Regional Airport	City Of Joplin, MO	Joplin, MO	\$1,189,664.00	35%	Steve Stockholm	602 S Main Street Joplin, MO 64802	417-623-0362	
2015		Util	Whiteman AFB Drainage Improvement	Federal Government	Knob Knoster, MO	\$1,469,558.00	60%	Bob Crumb	Reasbeck Construction 96 SE 501 Rd Warrensburg, MO 64093	660-429-0100	660-429-0181
2015		Street	Southampton Drive Rehab	City Of Columbia	Columbia, Mo	\$348,648.00	80%	Bob Riley	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2015		Util	John Twitty Energy Center Rail Loop	City Of Springfield, MO Utilities	Springfield, MO	\$1,797,434.00	85%	Mark Haden	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656	
2015	B,J,N,P	Airport	Clinton Regional Airport	City of Clinton, MO	Clinton, MO	\$4,474,904.00	0%	Mark Williams, P.E.	Garver, LLC 5251 West 116th Place, Suite 200 Leawood, KS 66211	913-312-1182	
2015	A,C,D,F,G,I,J,K P,R,S,T,V	Br/St	Scott Blvd Phase 3	City Of Columbia	Columbia, Mo	\$8,184,711.00	35%	Bob Riley	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2015		Util	Public Safety Training Facility	City of Joplin	Joplin, MO	\$2,134,535.00	100%	Clayton Cristy P.E.	602 S Main Street Joplin, MO 64802	417-624-0820	417-625-4783
2015		Airport	CRA Reconstruct Runway 13-31	City of Columbia	Columbia, MO	\$4,376,336.00	100%	Joe Moses	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591	
2015	B,D,G,J,L,N,P,Q ,S,U	Bridge	Boone Co Rt I-70	Modot	Columbia, MO	\$17,500,000.00	50%	Travis Koestner	MODOT 4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2015	B,K	Street	Cooper Co Rt 5	Modot	Boonville, MO	\$898,034.00	100%	Charles Sullivan	MODOT 4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2015	A,D,J,K,P,R,S,T, V	Util	Cass Co Rte I-49	Modot	Lee Summit Mo	\$9,234,713.00	40%	Jon Voss, RE	600 NE Colbern Road Lee's Summit, MO 64086	816-427-3625	816-437-3629
2015	B,J,N,P	Airport	Elton Hensley Memorial Airport	City Of Fulton, Mo	Fulton, Mo	\$2,241,587.05	0%	Tom Morris, P.E.	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723
2015	A,F,J,P	Util	Lee'S Summit Airport	City Of Lee'S Summit, Mo	Lee's Summit, Mo	\$6,983,398.00	50%	Ty Sander	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723
2015	A,C,D,G,J,K,L,S ,T,V	Street	Greene Co Rte 60	Modot	Springfield, Mo	\$8,402,106.00	60%	Brad Gripka, P.E.	MODOT Joplin Project Office 2549 North Mayfair Ave. Springfield, MO 65803	417-629-3169	



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2015	A,D,J,K,P,R,S,T,V	Street	Oklahoma City Rt I-235	Odot	Oklahoma City, Ok	\$3,196,504.00	95%	Mike Patterson	ODOT 200 NE 21st Street Oklahoma City, OK 73105	405-522-8000	
2015	B,H,J	Util	Boone Co Emergency Communication Ctr	Boone County, Mo	Columbia, Mo	\$893,910.00	75%	John States	3316 LeMone Industrial Blvd. Columbia, MO 65201	573-449-7200	573-449-7300
2014	A,C,J,K,P,S,U,V	Airport	Omar Bradley Runway 5-23	City Of Moberly, Mo	Moberly, Mo	\$1,462,404.00	100%	Chris Flageolle	903 E. 104TH Street Suite 800 Kansas City, MO 64131	816-363-2696	
2014	B,J,P	Bridge	Us 69 Fairfax Bridge	Modot	Riverside, Mo	\$5,143,669.00	60%	Scott Gammon, PE	American Bridge 7301 West 129th Street Suite 130 Overland Park, KS 66213	913-948-5800	
2014	B,I,J,N	Airport	Trenton Municipal Airport	City Of Trenton, Mo	Trenton, Mo	\$231,947.00	100%	Mark Kubesa	Olson Associates 601 P Street Suite 200 Lincoln, NE 68508	402-474-6311	402-474-5160
2014	B,I	Street	26th Street Sidewalk Overlay	City Of Joplin, Mo	Joplin, Mo	\$434,099.00	100%	Shawn Turner, PE	TranSystems 2400 Pershing Road Suite 400 Kansas City, MO 64108	816-329-8600	816-329-8601
2014	B,M	Street	32nd & Arizona Avenue	City Of Joplin, Mo	Joplin, Mo	\$748,828.00	25%	Nathan Meyer P.E.	Olson Associates 601 P Street Suite 200 Lincoln, NE 68508	417-890-8802	417-890-8805
2014	A,C,J,K,S	Airport	Rogers Municipal Airport	City Of Rogers, Ar	Rogers, Ar	\$3,655,967.00	90%	David Krutsch	City of Rogers #3 South Airport Drive Rogers, AR 72756	479-631-1400	
2014	B,I,J,K,S	Airport	Branson West Airport	City Of Branson West, Mo	Branson West, Mo	\$431,340.00	100%	Ken Smith	City of Branson West 110 Silver Lady Street Branson West, MO 65737	417-272-3313	
2014	A,C,D,G,I,J,K,N,P	Street	Jasper County Rte. I-44	Modot	Joplin, Mo	\$5,921,541.00	100%	Jason Evenden, PE	2915 Doughboy Drive Joplin, MO 64804		
2014	A,C,D,G,I,J,K,N,P,Q,R,S,T,V	Street	Cole County Rte. 50	Modot	Jefferson City, Mo	\$19,925,874.00	60%	Ed Hassinger	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267
2014	B,C,I	Street	2014 Concrete Rehabilitation Program	Boone County	Columbia, Mo	\$474,824.40	100%	Dan Haid	Boone County 801 E. Walnut Room 315 Columbia, MO 65201	573-886-4392	
2014	J	Util	Chilled Water Line-Mumford To Lefevre	University Of Mo	Columbia, Mo	\$154,500.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2014	A,C,D,F,G,I,J,K,P,R,S,T,V	Br/St	Scott Blvd Phase 2	City Of Columbia	Columbia, Mo	\$4,900,566.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2014	B,I	Street	Thompson Center Parking Lot	University Of Mo	Columbia, Mo	\$72,900.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2014	B,C,F,I,J,K,S,T,U,V	Street	Ku Jayhawk Blvd Phase 2	University Of Ks	Lawrence, Ks	\$2,376,014.00	100%	David Stueve	Kansas Department of Administration 800 SW Jackson, Suite 600 Topeka, KS 66612	785-296-3011	
2014	A	Exc	John Twitty Energy Center	City Utilities Of Springfield	Springfield, Mo	\$4,395,169.00	100%	Ryan Turner	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656	
2013	B,J	Util	East 24" Transmission Main	City Of Columbia	Columbia, Mo	\$1,663,432.00	100%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2013	J	Util	Murr Industrial Building - Install Chilled Water Service	University Of Mo	Columbia, Mo	\$149,686.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2013	B,J,K,S	Street	Prairie Lane Connection	City Of Columbia	Columbia, Mo	\$347,724.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2013	A,C,D,E,F,G,I,J,K,N,P,Q,R,S,T,V	Br/St	South Lawrence Trafficway	Kdot	Lawrence, Ks	\$129,806,243.00	90%	Nathan Jeffries	1462 US - 40 Hwy Lawrence, KS 66044	785-842-0299	785-296-3720
2013	B,I,J,K,N,P,S	Street	31St Street Lawrence Ks	City Of Lawrence, Ks	Lawrence, Ks	\$3,914,176.00	100%	Nathan Jeffries	1462 US - 40 Hwy Lawrence, KS 66044	785-842-0299	785-296-3720
2013	B,K	Street	Shawnee Co Rt 24	Kdot	Topeka, Ks	\$4,199,726.00	100%	Ken Burkey	121 SW 21st Street Topeka, KS 66612	785-296-3881	



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2013	B,D,R,S,T,V	Bridge	Don Tyson Parkway	City Of Springdale, Ar	Springdale, Ar	\$10,927,709.00	100%	Doug Sprouse	201 Spring St. Springdale, AR 72764	479-750-8135	479-750-8504
2013	B,I,J,N,S,T,V	Airport	Coffeyville Ks Airport	City Of Coffeyville	Coffeyville, Ks	\$242,937.00	100%	David George	102 W. Seventh St Coffeyville, KS 67337	620-252-6100	620-252-6175
2013	B,I,J,N,S,T,V	Airport	Independence Airport Taxiway E	City Of Independence, Ks	Independence, Ks	\$520,918.00	100%	Micky Webb	120 N. 6th Street Independence, KS 67301	620-332-2500	620-332-2511
2013	A,C,F,J,L,N,S,T	Street	Riley Co Bluemont Avenue	Kdot	Topeka, Ks	\$984,476.00	100%	Robert Ott, P.E.	1101 Poyntz Avenue Manhattan, KS 66502	785-587-2415	785-587-2416
2013	A,DC,F,J,L,S,T	Street	Manhattan Core District Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$2,995,045.00	100%	Robert Ott, P.E.	1101 Poyntz Avenue Manhattan, KS 66502	785-587-2415	785-587-2416
2013	A,C,F,J,K,S,T, V	Airport	North Central Mo Regional Airport	City Of Brookfield, Mo	Brookfield, Mo	\$2,263,138.00	100%	Ted Stockwell	28540 Jetway Rd. Brookfield, MO 64628	660-258-7317	660-258-2151
2013	B,H,J,L,M,P,R,S .T,V	Street	Boone Co Rt 740	Modot	Columbia, Mo	\$12,853,323.00	100%	Charles Sullivan	4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2013	B,H,J,L,M,P,R,S .T,V	Street	Platte Co Rt 29	Modot	Kansas City, Mo	\$10,450,802.00	100%	Scotty Williams	1900 NW Cookingham Dr Kansas City MO 64155-1260	816-437-3625	
2013	A,D,J,K,S	Street	79th Street	City Of Lenexa, Ks	Lenexa, Ks	\$2,860,500.00	100%	Ben Clark	City of Lenexa 12350 West 87th St Lenexa, KS 66215	913-477-7500	913-477-7730
2012	B,E,F,J,L,S,T,V	Street	Boone Co Rt I-70	Modot	Columbia, Mo	\$1,011,236.00	100%	Charles Sullivan	4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2012	B,D,R,S,T,V	Bridge	Fulbright Expressway	City Of Fayetteville, Ar	Fayetteville, Ar	\$6,303,828.00	100%	Kip Guthrie	Jacobs Engineering 3729 N Crossover Rd Suite 111 Fayetteville, AR 72703	479-587-0632	
2012	B,C,J,J	Airport	Manhattan Ks Airport Ramp Infill	Department Of The Army	Ft Riley, Ks	\$1,068,123.00	100%	Jody Kaaz	R&P Construction 716 Cherokee St Leavenworth, KS 66048	913-682-3550	913-683-3979
2012	B,C,D,I,J,L,M,P	Street	Brookview Gardens Design/Build	City Of Liberty, Mo	Liberty, Mo	\$1,472,090.00	100%	Brian Hess	City of Liberty 101 East Kansas St Liberty, MO 64068	816-439-4400	816-439-4513
2012	B,J	Util	Johnson Rd Water & Sewer	City Of Springdale, Ar	Springdale, Ar	\$2,169,001.00	100%	Chris Buntin	Garver 2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101
2012	B,I,J,L,N,P,S	Airport	Waynesville Airport	City Of Waynesville, Mo	Fort Leonard Wood, Mo	\$853,171.00	100%	Ty Sanders	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-436-5500	314-436-0723
2012	B,C,L	Street	Concrete Rehab	Boone County	Columbia, Mo	\$441,318.00	100%	John Sullivan, P.E.	Boone County 801 E. Walnut Room 315 Columbia, MO 65201	573-886-4480	
2012	K	Street	Butler County Paving	Modot-Southeast	Poplar Bluff, Mo	\$6,491,481.00	100%	Mark Shelton	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381
2012	B,C,J,N,S	Airport	Lamar Airport	City Of Lamar	Lamar, Mo	\$2,872,771.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2012	B,C,D,J,K,S,T,V	Airport	Macon Fower Airport	City Of Macon	Macon, Mo	\$2,992,341.00	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-6627	
2012	B,C,D,J,K,S,T,V	Airport	Columbia Regional Airport Taxiway A	City Of Columbia	Columbia, Mo	\$5,282,826.00	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2012	B,E,F,H,J,K,N,S	Street	Newton Co Rt I-44	Modod-District 7	Joplin, Mo	\$8,062,913.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2012	B,E	Bridge	Ktu 17.2 Knox Co	Ktu Contractors	Edina, Mo	\$406,606.00	100%	Steve Kullman	KTU Constructors 2704 NE Independence Ave. Lees Summit, MO 64064	816-600-3671	
2012	B,E	Bridge	Ktu 17.3 Dade Co	Ktu Contractors	Sims Point, Mo	\$897,976.00	100%	Paul Roggenbuck	KTU Constructors 2704 NE Independence Ave. Lees Summit, MO 64064	816-600-3671	
2012	A,F,J,K,P,S,T	Street	Rolling Hills Road	Boone County Resource Management	Columbia, Mo	\$2,383,925.00	100%	Jeff McCann, P.E.	801 E. Walnut Columbia, MO 65201	573-886-4480	573-886-4340
2012	F,M,J,F,J,P	Airport	Elton Hensley Memorial Airport	City Of Fulton, Mo	Fulton, Mo	\$217,575.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2012	B,F,J,L,S	Street	Campbell Avenue Streetscape	City Of Springfield, Mo	Springfield, Mo	\$380,786.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2012	J	Util	Mu-Utilities To East Campus	University Of Mo	Columbia, Mo	\$3,015,739.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2012	J,K,S,T,V	Street	Mu-Hospital Drive	University Of Mo	Columbia, Mo	\$3,054,930.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2012	B,J	Util	Lone Pine Sanitary Sewer	City Of Springfield, Mo	Springfield, Mo	\$84,295.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2011	B,C,D,J,K,S,T,V	Airport	Nevada Municipal Airport	City Of Nevada, Mo	Nevada, Mo	\$996,769.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	B,C,D,J,K,S,T,V	Airport	Omar Bradley Airport	City Of Moberly, Mo	Moberly, Mo	\$990,842.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	B,C,D,J,K,S,T,V	Airport	Ottawa Municipal Airport	City Of Ottawa, Ks	Ottawa, Ks	\$2,069,523.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	B,C,D,J,K,S,T,V	Airport	Independence Municipal Airport	City Of Independence, Ks	Independence, Ks	\$1,067,220.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	B,J,L	Street	Newton Co Rt 71	Modot-District 7	Joplin, Mo	\$378,082.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2011	A,C,D,J,K,R,S,T,V	Street	Johnson Co Route 13	Modot-District 4	Warrensburg, Mo	\$10,126,672.00	100%	Brian Iles	1593 W Arrow Dr Marshall, MO 65340	660-886-2115	660-886-7421
2011	A,C,D,J,K,R,S,T,V	Street	St Francois Co Rt 67	Modot-District 10	Farmington, Mo	\$3,344,748.00	100%	Jason Williams	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381
2011	A,C,D,J,K,R,S,T,V	Street	Cole Co Rt 179	Modot-District 5	Jefferson City, Mo	\$6,825,377.00	100%	Terry Imhoff	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267
2011	A,C,D,J,K,R,S,T,V	Bridge	Barton/Jasper Co Route 71	Modot-District 7	Lamar, Mo	\$4,815,929.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2011	B,E,J	Bridge	Monroe Co Various Routes	Modot-District 3	Paris, Mo	\$1,682,638.00	100%	Martin Lincoln Jr.	1303Christy Dr Mexico, MO 65265	573-581-8320	573-581-7183
2011	B,E,J	Bridge	Macon Co Ktu Bridge 7.6	Ktu Contractors	Elmer, Mo	\$1,247,780.00	100%	Steve Kullman	3514 I-70 Dr SE Suite 102 Columbia, MO 65201	573-777-3500	
2011	B,C,L	Street	Boone Co 2011 Concrete Rehab	County Of Boone	Columbia, Mo	\$365,461.00	100%	Keith Auslin	801 E. Walnut Columbia, MO 65201	573-886-4490	
2011	B,C,L	Street	Se Bailey Road	City Of Lees Summit, Mo	Lees Summit, Mo	\$844,495.00	100%	Rodney Hudson	220 SE Green Street Lee's Summit, MO 64063	816-969-1833	
2011	C,J,L,N,S	Street	Clafin/Beechwood Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$475,022.00	100%	Peter Clark, P.E.	1101 Peyntz Avenue Manhattan, KS 66502	785-587-2415	
2011	B,L,P	Airport	Johnson Co Executive Airport	County Of Johnson, Ks	Olathe, Ks	\$243,000.00	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-6627	
2011	B,J	Street	Boone Co Rt B	Modot-District 5	Columbia, Mo	\$254,075.00	100%	Susan Ball	4201 Paris Rd Columbia, MO 65202	573-884-4751	
2011	B,D,J	Street	Worley Street Sidewalk	City Of Columbia, Mo	Columbia, Mo	\$134,729.00	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2011	K,S,T	Street	Cape Girardeau Co Rt Ab	Modot-District 10	Cape Girardeau, Mo	\$2,551,804.00	100%	Mark Shelton	2675 North Main Street, Sikeston, MO 63801	573-472-5333	573-472-5351
2011	A,C,D,J,K,S,T,V	Street	Clark Lane Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$4,908,630.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2011	A,D,I,J,N,S,T	Street	Farm Road 178	Greene County Highway Dept	Springfield, Mo	\$2,312,581.00	100%	Dan Smith	2065 North Clifton, Springfield, MO 65803	417-831-3591	
2011	J	Util	Bella Vista Water Main	Bella Vista Village Poa	Bella Vista, Ar	\$452,296.00	100%	David Todd-CEI Engineering	3108 SW Regency Parkway Suite 2, Bentonville, AR 72712	479-273-9472	
2011	B,D,J,L	Street	3rd Street Openings	City Of Manhattan, Ks	Manhattan, Ks	\$2,143,101.00	100%	Kurt Rotering, IE	Alfred Benesch & Company 3226 Kimball Ave. Manhattan, KS 66503	785-539-2202	



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2010	E,P	Bridge	Barton Co Rt 71	Modot-District 7	Lamar, Mo	\$1,747,817.00	100%	Becky Baltz	3901 East 32nd Street, Joplin, MO 64804	417-621-6500	417-629-3393
2010	J	Util	Old Mill Creek Water Line	City Of Columbia, Mo	Columbia, Mo	\$405,007.00	100%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2010	B,I,J,L,S,T,V	Airport	Jesse Viertel Memorial Airport Construct T- Hangar Taxilanes	City Of Boonville, Mo	Boonville, Mo	\$421,524.00	100%	Chris Flageolle Lochner-BWR	903 East 104th St, Suite 900, Kansas City, MO 64131-3451	816-363-2696	816-363-0027
2010	C,L,S,U	Street	Stadium Blvd Crossroads Entrance	City Of Columbia, Mo	Columbia, Mo	\$225,625.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	B,D,I,J,L	Street	3rd Street Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$1,084,669.00	100%	Matt Breland-Killian Construction	2664 E Carney, Springfield, MO 65803	417-883-1204	417-887-7338
2010	A,C,F,J,L,N,S,T,V	Street	North Brighton Avenue	City Of Kansas City, Mo	Kansas City, Mo	\$1,320,000.00	100%	Jeff Martin	414 East 12th Street, Kansas City, MO 64106	816-513-8722	816-513-2615
2010	A,C,F,J,L,S,T,V	Street	Front Street Roadway Improvements	Kansas City, Mo	Kansas City, Mo	\$2,848,375.95	100%	Mark Montgomery	414 East 12th Street, Kansas City, MO 64106	816-513-2613	816-513-2615
2010	B,D,E,J,L,N,P,S,T,V	Hwy	Laclede/Pulaski I-44 J812167	Modot - District 8	Jerome, Mo	\$11,097,159.00	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567	
2010	B,J	Util	Gans Creek Pump Station	City Of Columbia, Mo	Columbia, Mo	\$361,508.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	N	Street	Shelby Road	City Of Poplar Bluff, Mo	Poplar Bluff, Mo	\$1,745,219.00	100%	Frank Carrol	Cripple Creek TDD 4800 West Blvd Poplar Bluff, MO 63901	573-686-0806	
2010	B,C,L	Street	Concrete Street Replacement Program	City Of Springfield, Mo	Springfield, Mo	\$1,219,483.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2010	A,F,I,J,P,S,T	Street	Mexico Gravel Rd	City Of Columbia, Mo	Columbia, Mo	\$2,495,943.80	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	B,D,J,P,S	Hwy	Camden Co Rt 54	Modot - District 5	Osage Beach- Mo	\$16,758,269.91	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2010	B,J,N,S	Site Dev	Project Tiger	City Of Columbia, Mo / State Of Mo	Columbia, Mo	\$729,428.50	100%	John States	Little Dixie Construction xx Lemone Industrial Columbia, MO 65201	573.449.7200	573.449.7300
2010	J	Site Dev	Umc Southeast Gateway Util. Phase #3B	Univ. Of Missouri - Columbia	Columbia, Mo	\$668,000.00	100%	Tom McFarland	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175
2010	J	Util	Red Campus 24" & 6" Chilled Water Lines	Univ. Of Missouri - Columbia	Columbia, Mo	\$2,075,000.00	100%	Joe Pille	130 General Services Bldg Columbia, MO 65211	573.289.7197	573.882.1175
2010	A,C,D,L	Site Dev	Ait Barracks Complex	U.S. Army Corps Of Engineers - Kc District	Fot Leonard Wood, Mo	\$5,829,234.97	100%	Jeremy Lambden	M.W. Builders 1701 n. General Bruce Drive Temple, TX 76504	254-778-4241	254-778-5151
2010	A,D,F,J,K,R,S,T,V	Hwy	Jackson Co. Rte 50	Modot - District 4	Lone Jack, Mo	\$5,149,136.98	100%	Richard Orr	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-0460	816-622-0461
2010	A,D,F,J,K,R,S,T,V	Hwy	Cole Co. Rte 179	Modot - District 5	Jefferson City, Mo	\$6,795,644.83	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2010	A,D,F,J,K,R,S,T,V	Hwy	Warren Co Rt B	Modot - District 3	Near Warrenton, Mo	\$514,588.43	100%	Chistopher Knapp	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2586	573-248-2623
2009	B,D,J,P,S	Street	Moreland School Road	City Of Blue Springs, Mo	Blue Springs, Mo	\$1,083,078.85	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2009	J	Util	Umc Southeast Gateway Util. Phase #3A	Univ. Of Missouri - Columbia	Columbia, Mo	\$566,632.00	100%	Rob Young	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175
2009		Util	Columbia Landfill Bioreactor	City Of Columbia, Mo	Columbia, Mo	\$217,453.00	100%	MIKE SYMMONDS	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Street/ Sewer	Reed Street Combined Sewer	City Of Moberly, Mo	Moberly, Mo	\$1,270,855.55	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2009		Airport	Hugh Robinson Memorial Airport Taxilane Construction	City Of Neosho, Mo	Neosho, Mo	\$771,745.40	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009		Hwy	Pettis Co Rt Y	Modot - District 5	Sedalia	\$351,814.35	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2009		Hwy	Miller Co Rt 54	Modot - District 5	Osage Beach, Mo	\$5,226,719.50	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2009		Hwy	Jackson Co Rt 150	Modot - District 4	Lee'S Summit, Mo	\$14,101,938.23	100%	Jeffrey Hardy	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-6570	816-622-6323
2009		Hwy	Camden/Laclede Co Rt 5	Modot - District 5	Camdenton - Lebanon, Mo	\$16,150,581.52	100%	Dennis Krenning	RT2 BOX 870 BUFFALO, MO 65648	417-345-2192	
2009		Hwy	Colt Railroad Bridge	City Of Columbia, Mo	Columbia, Mo	\$3,752,457.48	100%	Christian Johannngmeier	COLT RAILROAD COLUMBIA, MO	573-874-6373	
2009		Airport	Eldon Model Airpark - Runway Extension Project	City Of Eldon, Mo	Eldon, Mo	\$3,181,603.38	100%	Debbie Guthrie	City Hall 101 S. Oak St. Eldon, MO 65026	573-392-2291 Ext. 7	
2009		Hwy	Greene Co Rt 65	Modot - District 8	Springfield, Mo	\$26,943,391.77	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009		Hwy	Greene Co Rt 60	Modot - District 8	Springfield, Mo	\$7,572,935.34	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009		Street	Scott Blvd Improvements	City Of Columbia, Mo	Columbia, Mo	\$11,131,564.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Street/ Bridges	Maguire Blvd Ext.	City Of Columbia, Mo	Columbia, Mo	\$7,294,025.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Airport	Coffey County Airport	Coffey County Airport Authority	Coffey, Ks	\$813,784.80	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009		Street/ Sewer	Vandiver Drive Ext / Upper Hinkson Outfall Sewer	City Of Columbia, Mo	Columbia, Mo	\$7,148,577.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Hwy	Clay County Rt 169	Modot - District 4	Riverside, Mo	\$603,680.00	100%	Mark Fisher	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2009		Hwy	Boone Co Rt 63/Ac	Modot - District 5	Columbia, Mo	\$116,241.00	100%	Charles Sullivan	COLUMBIA, MO 65203	573-884-4770	
2009		Airport	West Plains Municipal Airport - Parallel Taxiway Extension & Taxiway Rehab	City Of West Plains, Mo	West Plains, Mo	\$1,193,503.00	100%	Royce Fugate	1910 Holiday Lane West Plains, MO 65775	417-256-7176	
2009		Airport	Marshall Memorial Airport Reconstructaprons	City Of Marshall, Mo	Marshall, Mo	\$1,168,381.00	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565
2009		Airport	Max B. Swisher -Skyhaven Airport	Univ. Of Central Mo. (Ucm)	Warrensburg, Mo	\$1,939,527.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008		Hwy	Jackson Co Rt I-470	Modot	Lees Summit, Mo	\$15,907,291.00	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008		Hwy	Greene Co Rt H	Modot	Springfield, Mo	\$8,325,768.00	100%	Johnny Teegardin, RE	MODOT 2549 N. Mayfair, Springfield, MO 65803	417-895-6720	417-895-6734
2008		Hwy	Stoddard Co Rt 60	Modot	Fisk, Mo	\$3,069,148.00	100%	Steve Bubanovich, RE	MODOT 2910 Barron Rd, Poplar Bluff, MO 63901	573-840-9781	573-840-9782
2008		Street	Lee'S Summit Curb Repair	City Of Lees Summit, Mo	Lees Summit, Mo	\$726,256.00	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809
2008		Hwy	Jackson Co Rt 78	Modot	Independence, Mo	\$87,739.00	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008		Street/ Bridge	Providence Rd Ext. & Bridge Over Bear Creek	City Of Columbia, Mo	Columbia, Mo	\$4,275,732.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2008		Paving	Fall Creek	City Of Branson, Mo	Branson, Mo	\$4,952,852.00	100%	Cheryl Ford	City of Branson 110 Maddux Street, Branson, MO 65616	417-337-8559	
2008		Airport	Allen County Airport	City Of Iola, Ks	Iola, Ks	\$415,088.00	100%	Glen Davidson	1 N Washington, Iola KS 65737	417-624-5703	417-624-7558
2008		Airport	Columbia Regional Airport	City Of Columbia, Mo	Columbia, Mo	\$1,835,506.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008		Airport	Fort Scott Airport	City Of Fort Scott, Ks	Fort Scott, Ks	\$366,024.00	100%	Kenny Howard	1 E 3rd Street, Fort Scott, KS 66701	620-223-0550	620-223-8100



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2008		Airport	Independence Ks Airport #2	City Of Independence, Ks	Independence, Ks	\$1,208,340.00	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506	
2008		Airport	Lee'S Summit Airport	City Of Lees Summit, Mo	Lees Summit, Mo	\$6,582,593.00	100%	Ty Sander	CMT - 1 S Memorial Dr, Ste 500 St. Louis, MO 63102	314-436-5500	314-436-0723
2008		Airport	Omar Bradley Airport	City Of Moberly, Mo	Moberly, Mo	\$2,460,307.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008		Grading	Discovery Ridge/Green Way Grading	University Of Mo	Columbia, Mo	\$629,564.48	100%	Bob Young	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-884-0099	(573) 884-5603
2008		Hwy	Camden Co Rt 5 Slide Repair	Modot	Camdenton, Mo	\$512,727.00	100%	Mike Omalry	MODOT 93 Morgan Street, Camdenton, MO 65020	573-346-3053	573-346-4960
2008		Hwy	Clay County Rt 92	Modot	Smithville, Mo	\$903,668.00	100%	Gregory Stervinou	MODOT Nashua Office 1900 NW Cookingham Drive, KC MO 64155	816-437-3625	816-437-3629
2008		Hwy	Jackson Co I-70	Modot	Blue Springs, Mo	\$383,075.00	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008		Hwy	Jackson Co Rt V	Modot	Independence, Mo	\$321,294.00	100%	Tom Markway	MODOT 9400 E 43rd Street, KC MO 64133	816-358-1861	816-358-2163
2008		Hwy	Putnam/Schuler Co Rt 136	Modot	Livonia, Mo	\$1,598,532.00	100%	James Gillespie, RE	MODOT 1303 Mitchell Ave, Chillicothe, MO 64601	660-646-3218	660-646-6137
2008		Hwy	Webster Co I-44 Welcome Center	Modot	Lebanon, Mo	\$10,970,702.00	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567	
2008		Paving	Lees Summit Recycle	City Of Lees Summit, Mo	Lees Summit, Mo	\$199,363.00	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809
2008		Paving	Mid-America Street	City Of Boonville, Mo	Boonville, Mo	\$542,453.00	100%	ML Cauthon	City of Boonville	660-882-5257	
2008		Paving	Union Ave	City Of Moberly, Mo	Moberly, Mo	\$100,853.00	100%	Dick Leach	PSBA - 100 S 54th Street, Quincy, IL 62306	217-223-4605	217-223-1546
2008		Paving	Virginia Avenue Extension	University Of Mo	Columbia, Mo	\$1,691,458.00	100%	Matt Thomas	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2008		Site Dev	Callaway Energy Centre Phase II	Callaway Elec. Coop.	Fulton, Mo	\$1,526,315.00	100%	TIM VAUGHAN - PARIC Corp. (GC /Project Manager)	1001 Boardwalk Springs Pl. Suite 220 O'Fallon, MO 63368	636-561-9770	
2008		Storm/ Sewer	Claremore Sanitary Rehab	City Of Claremore, Ok	Claremore, Ok	\$82,308.00	100%	Bob Wages	Incog 210 W 5th Street, Ste 600, Tulsa, OK 74103	918-584-7526	
2008		Storm/ Sewer	Epperson Street	City Of Moberly, Mo	Moberly, Mo	\$702,142.00	100%	Shawn Carrico	Jacobs Civil, Inc. 501 N Broadway, St. Louis, MO 63102	314-335-4000	
2008		Storm/ Sewer	Rutledge Storm Water	City Of Columbia, Mo	Columbia, Mo	\$311,726.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2007		Hwy	Madison Co. - Rte 67	Modot - District 10	Farmington, Mo	\$37,597,624.33	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2007		Hwy	Dallas/ Greene Co Rte 65	Modot District 8	Springfield, Mo	\$19,716,630.94	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2007		Airport	Independence Municipal Airport - Reconstruct Taxiway A & Connectors	City Of Independence, Ks	Independence, Ks	\$1,257,941.50	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506	
2007		Airport	Jefferson City Mem. Airport Taxiway A, Connectors & Apron Rehab	City Of Jefferson City, Mo	Jefferson City, Mo	\$2,035,827.20	100%	RON CRAFT	320 E. MCCARTY ST JEFFERSON, CITY, MO 65102	573-634-6469	573-634-5269
2007		Airport	Marshall Memorial Airport Reconstruct Runway 18-36, New Taxiway F, & Connectors	City Of Marshall, Mo	Marshall, Mo	\$1,841,025.45	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565
2007		Airport	Nevada Municipal Airport Runway 2-20 Rehab & Connectors	City Of Nevada, Mo	Nevada, Mo	\$1,909,115.55	100%	MARK MITCHELL	120 S. ASH ST. NEVADA, MO 64772	417-448-2700	
2007		Hwy	Boone Co. - Rte 63/ Gans Rd Interchange	Modot - District 5	Columbia, Mo	\$8,572,275.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2007		Hwy	Greene Co Rte 65	Modot District 8	Springfield, Mo	\$16,696,406.00	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2007		Hwy	Macon Co Rte 63	Modot - District 2	Macon, Mo	\$5,131,898.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2007		Hwy	Montana Rd @ Sand Creek Rd Franklin Co. Ks	Kdot	Ottawa, Ks	\$439,810.00	100%	BRIAN SCHAFFER	507 NORTH MAPLE GARNETT, KS 66032	785-448-5446	785-448-2486
2007		Site Dev	Blair Oaks School -	Blair Oaks R2 School District	Wardville, Mo	\$176,042.55	100%				
2007		Site Dev	Boonville School -		Boonville, Mo	\$188,211.80	100%	TRAVIS ROSS	113 EAST THIRD SEDALIA, MO	660-827-5955	660-826-8058
2007		Site Dev	Central Mo Univeristy Softball Field	Central Mo University	Fayette, Mo	\$179,617.00	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469
2007		Site Dev	Central Mo Univeristy Track & Field Rehab	Central Mo University	Fayette, Mo	\$850,455.00	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469
2007		Site Dev	Crosscreek Center - Tdd	Crosscreek Transp. Dev. Dist.	Columbia, Mo	\$3,522,630.30	100%	SCOTT BITTERMAN	1901 PENNSYLVANIA DR. COLUMBIA, MO 65201	573-814-1568	573-814-1128
2007		Street	Liggett Road	Jackson Co., Mo	Independence, Mo	\$2,431,677.00	100%	RODGER SEIDELMAN		816-847-7055	816-847-7051
2007		Street/ Bridge/ Water	Chapel Hill Road Extension	City Of Columbia, Mo	Columbia, Mo	\$3,043,426.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2007		Street/ Water	Silva Lane Upgrade	City Of Moberly, Mo	Moberly, Mo	\$423,943.00	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2007		Water	Hillsdale Pump Station & Water Main	City Of Columbia, Mo	Columbia, Mo	\$2,295,645.17	100%	DAVE STORVICK	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2007		Water	Hwy 763 Water Line Relocations	City Of Columbia, Mo	Columbia, Mo	\$1,352,221.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2007		Water	Oakland Gravel & Holly Ave.	City Of Columbia, Mo	Columbia, Mo	\$442,806.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2006		Airport	Jesse Veitel Mem. Airport -Apron	City Of Boonville, Mo	Boonville, Mo	\$129,277.00	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442
2006		Airport	North Central Mo Regional Airport - Taxiway Construction	City Of Brookfield, Mo	Brookfield, Mo	\$828,100.05	100%	TED STOCKWELL	28540 JETWAY RD. BROOKFIELD, MO 64628	660-258-7317	660-258-2151
2006		Airport	Ottawa Municipal Airport	City Of Ottawa, Ks	Ottawa, Ks	\$640,054.75	100%	ANDY HANEY	CITY HALL, 101 S. HICKORY OTTAWA, KS 66067	785-229-3630	785-229-3639
2006		Excav/ Sewer	Eastowne Business Park - Phase 1	St. Joseph Business Park Corp/ City Of St. Joseph, Mo	St. Joseph, Mo	\$2,971,100.00	100%	BRAD LAU	3003 FREDERICK AVE. ST. JOSEPH, MO 64506	800-748-7856	816-364-4873
2006		Hwy	Adams Dairy Parkway	City Of Blue Springs, Mo	Blue Springs, Mo	\$1,571,041.36	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2006		Hwy	Business 36 Improvements	City Of Chillicothe, Mo	Chillicothe, Mo	\$691,987.00	100%	HUGH MUSSELMAN	715 WASHINGTON CHILLICOTHE, MO 64601	660-646-3811	660-646-6811
2006		Hwy	Business 54 Improvements	City Of Fulton, Mo	Fulton, Mo	\$1,244,224.65	100%	GREG HAYES	4TH & MARKET ST FULTON, MO 65251	573-592-3161	573-592-3169
2006		Hwy	Franklin Co Rte I-44	Modot - District 6	St. Clair, Mo	\$2,605,683.85	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2006		Hwy	Green Co Rte 65	Modot - District 8	Springfield, Mo	\$25,327,653.00	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2006		Hwy	Grundy Co Rte. 6	Modot - District 2	Trenton, Mo	\$1,940,337.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2006		Hwy	Lafayette Co Rte I-70 Sor	Modot - District 4	Oak Grove, Mo	\$887,100.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2006		Hwy	Liberty Lane Improvements	City Of Ashland, Mo	Ashland, Mo	\$565,325.00	100%	KEN EFTINK	107 E. BROADWAY ASHLAND, MO 65010	573-657-2091	573-657-7018
2006		Hwy	Livingston Co Rte 65	Modot - District 2	Chillicothe, Mo	\$2,856,199.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2006		Hwy	Miller County Rte. 17	Modot - District 5	Iberia, Mo	\$3,705,045.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2006		Hwy	Mission Parkway	City Of Leawood, Ks	Leawood, Ks	\$459,732.00	100%	SHAWN JOHNSON	4800 TOWN CENTER DR. LEAWOOD, KS 66211	913-339-6700	913-339-6700
2006		Hwy	Route Pp Safety Project	City Of Columbia, Mo	Columbia, Mo	\$149,430.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006		Hwy	Rte. 7 - Blue Springs	City Of Blue Springs, Mo/ Modot	Blue Springs, Mo	\$6,198,312.00	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2006		Hwy	St. Francois County, Rte. 67	Modot - District 10	Farmington, Mo	\$1,898,761.00	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2006		Sewer	King City Sewer	City Of King City, Mo	King City, Mo	\$1,392,973.00	100%	ALBERT MUFF	119 N. OHIO ST KING CITY, MO 64463	660-483-0354	660-535-6121
2006		Site Dev	Hickman High School Football Field	Columbia Public School District	Columbia, Mo	\$198,597.50	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401
2006		Site Dev	Rockbridge High School Football Field	Columbia Public School District	Columbia, Mo	\$143,700.00	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401
2006		Street/ Storm	Hamblen Road	City Of Lees Summit, Mo	Lees Summit, Mo	\$1,352,073.00	100%	DAVID WAHL	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2006		Street/ Storm	Hilton Road	Reorg. School Dist. #7 Of Jackson County	Lees Summit, Mo	\$1,146,603.00	100%	KYLE GORRELL	502 SE TRANSPORT DR. LEE'S SUMMIT, MO 64081	816-986-2425	816-986-2435
2006		Street/ Storm/ Water	Hope Place - Street Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$253,612.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006		Street/ Storm/ Water	Southampton Drive - Street Extension	City Of Columbia, Mo	Columbia, Mo	\$1,785,670.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006		Water	36" Water Main Extension	City Of Columbia, Mo	Columbia, Mo	\$6,940,952.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2005		Hwy	Carter Co Rte. 60	Modot - District 9	Van Buren, Mo	\$16,107,266.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2005		Hwy	Clinton County, Rte. H	Modot - District 1	Plattsburg, Mo	\$1,295,606.60	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2005		Hwy	Daviess County, Rte. B	Modot - District 1	Coffey, Mo	\$1,288,671.80	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2005		Hwy	East Broadway	City Of Columbia, Mo	Columbia, Mo	\$4,789,783.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005		Hwy	Laclede County	Modot - District 8	Lebanon, Mo	\$834,499.60	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2005		Hwy	Platte Co 152 Half-Diamond Tdd	Modot - District 4	Kansas City, Mo	\$1,531,109.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2005		Hwy	Platte Co Rte Dd	Modot - District 4	North Kansas City, Mo	\$436,415.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2005		Storm/ Sewer	Bristol Lake C-3 Trunk Sewer	City Of Columbia, Mo	Columbia, Mo	\$145,075.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005		Storm/ Sewer	Concord Office Building Pumpstation	City Of Columbia, Mo	Columbia, Mo	\$36,570.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005		Storm/ Sewer	Grindstone H--17 Outfall Sewer	City Of Columbia, Mo	Columbia, Mo	\$1,175,325.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005		Storm/ Sewer	Merideth Branch Drainage	City Of Columbia, Mo	Columbia, Mo	\$93,636.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2004		Airport	Cape Girardeau Airport	City Of Cape Girardeau, Mo	Cape Girardeau, Mo	\$3,047,655.00	100%	BRUCE LOY	P.O. BOX 617, AIRPORT RD CAPE GIRARDEAU, MO 63702	573-334-6230	573-334-6230
2004		Airport	Lawrence Airport	City Of Lawrence, Ks	Lawrence, Ks	\$988,265.00	100%	STEVE BENNETT	6 E. 6TH ST. LAWRENCE, KS 66044	785-832-3123	785-832-3398



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2004		Airport	Mexico Memorial Airport	City Of Mexico, Mo	Mexico, Mo	\$1,319,069.00	100%	TANNA PARISH	300 N. COAL MEXICO, MO 65265	573-581-2100	573-581-2236
2004		Airport	Sedalia Memorial Airport Runway & Taxiway Extension	City Of Sedalia, Mo	Sedalia, Mo	\$975,338.00	100%	CHRIS COX	1900 E. BOONVILLE RD. SEDALIA, MO 65301	660-826-4128	660-826-4333
2004		Airport	Washington County Airport	Washington County, Ks	Washington Co., Ks	\$841,488.00	100%	SHARON PIERCE	P.O. BOX 277 WASHINGTON, KS 66968	785-325-2974	785-325-2303
2004		Hwy	Boone County I-70 & Hwy 63 Interchange Improvements	Modot - District 5	Columbia, Mo	\$10,630,889.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2004		Hwy	Crawford County, Rte. I-44	Modot - District 9	Cuba, Mo	\$11,266,514.59	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2004		Hwy	Franklin Co. Rte 185	Modot - District 6	Sullivan, Mo	\$1,673,653.00	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2004		Hwy	Gentry County, Rte U	Modot - District 1	Gentry, Mo	\$409,694.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2004		Hwy	Grundy County	Modot - District 2		\$1,353,755.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2004		Hwy	Mcdonald County Rte. 71	Modot - District 7	Pineville, Mo	\$1,084,573.00	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140
2004		Hwy	Miller County Rte. 52	Modot - District 5	Tuscumbia, Mo	\$3,188,608.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2004		Hwy	Pike County	Modot - District 3		\$1,400,325.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2004		Hwy	Platte County, Bro	Platte County, Missouri	Platte City, Mo	\$2,388,954.88	100%	GREG SAGER	15955 HIGHWAY 273 PLATTE CITY, MO 64079	816-858-2223	816-858-3471
2004		Hwy	Platte County, Rte. 152	Modot - District 4	Weatherby Lake, Mo	\$3,574,139.39	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2004		Hwy	Ray County	Modot - District 4	Lexington, Mo	\$7,063,709.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2004		Hwy	Worth County, Bro	Modot - District 1	Grant City, Mo	\$568,518.00	100%	DON WICHERN	3802 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2004		Street	Independence Avenue	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$1,265,823.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2004		Street/ Bridge	Garth Ave. Roadway & Bridge Improvements	City Of Columbia, Mo	Columbia, Mo	\$1,601,943.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2004		Water	Scott Boulevard Water	Cpwsd #1	Columbia, Mo	\$447,757.50	100%	GARY WOODY	1500 N. 7TH ST. COLUMBIA, MO 65201	573-449-8723	573-499-0578
2003		Airport	Springfield-Branson Regional Airport-Taxiway D	City Of Springfield, Mo	Springfield, Mo	\$2,720,776.79	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2003		Airport	Springfield-Branson Regional Airport-Taxiway U	City Of Springfield, Mo	Springfield, Mo	\$2,783,405.50	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2003		Hwy	Bates Co. Rte J	Modot - District 7	Amsterdam, Mo	\$1,085,523.00	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140
2003		Hwy	Cole Co. Rte 179	Modot - District 5	Jefferson City, Mo	\$16,803,066.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2003		Hwy	Lafayette Co. Rte 13 Paving	Modot - District 4	Lexington, Mo	\$4,584,323.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2003		Hwy	Macon County	Modot - District 2	Atlanta, Mo	\$898,873.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2003		Hwy	Miller Co. Rte 54	Modot - District 5	Osage Beach, Mo	\$2,328,939.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2003		Hwy	Pulaski Co.	Modot - District 9		\$5,107,099.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2003		Hwy	St. Charles Rd/ I-70 Ramp Improvements	Lake Of The Woods South Tdd	Columbia, Mo	\$2,183,680.20	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003		Hwy	St. Francois County, Rte. 67	Modot - District 10	Farmington, Mo	\$3,649,468.00	100%	MARK SHELTON	2675 NORTH MAIN ST SKESTON, MO 63801	573-472-5333	573-472-5381
2003		Street/ Storm	Forum Blvd. Extension	City Of Columbia, Mo	Columbia, Mo	\$910,639.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003		Street/ Storm	Rollins Rd	City Of Columbia, Mo	Columbia, Mo	\$795,773.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003		Street/ Water/ Sewer	Tudor/Scruggs Road Improvements	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$8,301,340.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2003		Water/ Sewer	Water & Waste Water Extension To Hwy 24 W/ Pump Station	City Of Moberly, Mo	Moberly, Mo	\$1,096,165.52	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2002		Airport	Columbia Regional Airport - Apron Extension & Connecting Taxiway	City Of Columbia, Mo	Columbia, Mo	\$662,740.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002		Airport	Hannibal Municipal Airport	City Of Hannibal, Mo	Hannibal, Mo	\$3,928,783.00	100%	JIM BURNS	320 BROADWAY HANNIBAL, MO 63401	573-221-0111	573-221-8191
2002		Airport	Monett Municipal Airport	City Of Monett, Mo	Monett, Mo	\$1,158,057.00	100%	HOWARD FRAZIER	217 FIFTH ST. MONETT, MO 65708	417-476-5112	417-476-5101
2002		Airport	Springfield-Branson Regional Airport-Reconst. Exist. Runway 2-20 & Taxiways	City Of Springfield, Mo	Springfield, Mo	\$10,956,333.51	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2002		Hwy	39Th Street (Paving Only)	Modot - District 4	Independence, Mo	\$471,367.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2002		Hwy	Audrain Co.	Modot - District 3	Mexico, Mo	\$1,207,943.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002		Hwy	Chariton Co.	Modot - District 2	Keytesville, Mo	\$410,603.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2002		Hwy	Clark Co. Bridge	Modot - District 3	Kahoka, Mo	\$6,146,077.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002		Hwy	Crawford Co. Bro	Modot - District 9	Sullivan, Mo	\$1,088,549.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2002		Hwy	Dent Co.	Modot - District 9	Salem, Mo	\$1,222,385.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2002		Hwy	Laclede Co. Route 144	Modot - District 8	Lebanon, Mo	\$4,115,784.00	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2002		Hwy	Lewis Co.	Modot - District 3	Canton, Mo	\$8,364,318.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002		Hwy	Linn Co.	Modot - District 2	Linneus, Mo	\$417,914.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2002		Hwy	Moniteau Co.	Modot - District 5	Jamestown, Mo	\$660,800.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2002		Hwy	Platte Co.	Modot - District 4	Platte City, Mo	\$938,359.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2002		Hwy	Providence Road Ped. Bridge Over I-70	City Of Columbia, Mo	Columbia, Mo	\$453,171.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002		Street	Commerce Dr. Phase 2 Street Extension	City Of Marshall, Mo	Marshall, Mo	\$211,086.00	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565
2002		Street	Trojan Dr. Reconstruction	City Of Troy, Mo	Troy, Mo	\$870,288.00	100%	ROBERT FRANK	200 MAIN ST. TROY, MO 63379	636-528-4712	636-462-1613
2002		Street/ Water	Pryor Road Improvements	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$4,868,541.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2001		Airport	Columbia Regional Airport - Partial Rehab. Of Runway 2-20	City Of Columbia, Mo	Columbia, Mo	\$526,014.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001		Airport	Linn County Airport	Modot - District 2	Brookfield, Mo	\$3,560,274.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2001		Hwy	Carroll Co. Route Z	Modot - District 2	Carrollton, Mo	\$393,157.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2001		Hwy	Franklin Co. Route 47	Modot - District 6	St. Clair, Mo	\$6,398,813.00	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2001		Hwy	Gentry Co.	Modot - District 1		\$213,841.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2001		Hwy	Hwy 63/ Vandiver Dr. Interchange & Extension	Modot - District 5 / City Of Columbia	Columbia, Mo	\$6,597,971.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2001		Hwy	Lafayette Co. Route 13	Modot - District 4	Lexington, Mo	\$9,601,909.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2001		Hwy	Ralls Co. Route U	Modot - District 3	New London, Mo	\$1,306,536.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2001		Street	Park Ave. & Bueth Rd. Reconstruction	City Of Moberly, Mo	Moberly, Mo	\$1,226,574.00	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2001		Street	Sunflower Street Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$944,087.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001		Street/ Sewer	Cartwright Ave. - Street & Sanitary Sewer Extensions	City Of Grandview, Mo	Grandview, Mo	\$846,954.00	100%	LARRY FINLEY	1200 MAIN ST. GRANDVIEW, MO 64030	816-316-4800	816-763-3907
2000		Airport	Jesse Viertel Mem. Airport	City Of Boonville, Mo	Boonville, Mo	\$1,409,994.00	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442



**2016 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/19/2016

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2000		Airport	Lee'S Summit Airport	City Of Lee'S Summit, Mo		\$1,496,102.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2000		Hwy	Callaway Co. Route 54	Modot - District 5	Fulton, Mo	\$5,817,512.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2000		Hwy	Camden Co. Route 54	Modot - District 5		\$4,122,209.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2000		Hwy	Carroll Co. Route 65	Modot - District 2		\$1,434,038.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000		Hwy	Grundy Co.	Modot - District 2		\$2,471,792.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000		Hwy	Howard Co. Route 240	Modot - District 2		\$4,099,135.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000		Hwy	Pulaski Co. Route 28	Modot - District 9		\$3,294,358.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2000		Water	Route Ac Water Line Relocation	City Of Columbia, Mo	Columbia, Mo	\$770,869.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2000		Wwtp	Newtown Waste Water Treatment Facility	Boone County Regional Sewer Dist.	Columbia, Mo	\$507,583.00	100%	TOM RATERMANN	1314 N. 7TH ST. COLUMBIA, MO 65201	573-443-2774	573-499-0489
1999		Street	Ward Road Reconstruction	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$5,938,999.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795

**BID FORM**  
**WILLOWBROOK SHALIMAR GARDENS CONCRETE REHAB-2016**

Option 1 PCC-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	LS	1	\$	\$
TRAFFIC CONTROL/PHASING	LS	1	\$	\$
CONSTRUCTION STAKING	LS	1	\$	\$
EROSION CONTROL	LS	1	\$	\$
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	5311	\$	\$
EXCAVATION	CY	911	\$	\$
SUBGRADE STABILIZATION	CY	500	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	200	\$	\$
CURB & GUTTER, BARRIER, REMOVE & REPLACE	SY	91	\$	\$
DRIVEWAY REPAIR, REMOVE & REPLACE	SY	105	\$	\$
INLET THROAT, REMOVE & REPLACE	EA	1	\$	\$
TENSAR TX130 GEOGRID	SY	5311	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	SY	5311	\$	\$
CONCRETE PAVEMENT, PCC, 6" THICK	SY	5311	\$	\$
RESTORATION	LS	1	\$	\$
<b>Bid Total</b>				<b>\$</b>

**BID FORM**  
**WILLOWBROOK SHALIMAR GARDENS CONCRETE REHAB-2016**

<b>Option 2 Asphalt Pavement- Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
MOBILIZATION	LS	1	\$	\$
TRAFFIC CONTROL/PHASING	LS	1	\$	\$
CONSTRUCTION STAKING	LS	1	\$	\$
EROSION CONTROL	LS	1	\$	\$
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	5311	\$	\$
EXCAVATION	CY	1205	\$	\$
SUBGRADE STABILIZATION	CY	500	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	200	\$	\$
CURB & GUTTER, BARRIER, REMOVE & REPLACE	SY	91	\$	\$
DRIVEWAY REPAIR, REMOVE & REPLACE	SY	105	\$	\$
INLET THROAT, REMOVE & REPLACE	EA	1	\$	\$
TENSAR TX130 GEOGRID	SY	5311	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	SY	5311	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	1906	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	5311	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	440	\$	\$
RESTORATION	LS	1	\$	\$
<b>Bid Total</b>				<b>\$</b>

Optional Asphalt Cement Price Index (Circle One)

Accept      Do Not Accept

**BID FORM**  
**WILLOWBROOK SHALIMAR GARDENS CONCRETE REHAB-2016**

Option 3 RCC-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	LS	1	\$	\$
TRAFFIC CONTROL/PHASING	LS	1	\$	\$
CONSTRUCTION STAKING	LS	1	\$	\$
EROSION CONTROL	LS	1	\$	\$
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	5311	\$	\$
EXCAVATION	CY	1205	\$	\$
SUBGRADE STABILIZATION	CY	500	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	200	\$	\$
CURB & GUTTER, BARRIER, REMOVE & REPLACE	SY	91	\$	\$
DRIVEWAY REPAIR, REMOVE & REPLACE	SY	105	\$	\$
INLET THROAT, REMOVE & REPLACE	EA	1	\$	\$
TENSAR TX130 GEOGRID	SY	5311	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	SY	5311	\$	\$
ROLLER COMPACTED CONCRETE, RCC, 6" THICK	SY	5311	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	5311	\$	\$
ASPHALT OVERLAY, BP-2, 2" THICK	TON	587	\$	\$
RESTORATION	LS	1	\$	\$
<b>Bid Total</b>				<b>\$</b>

Optional Asphalt Cement Price Index (Circle One)

Accept      Do Not Accept

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

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

DATE

ADDENDUM NUMBER

---

---

---

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_

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

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

---

---

---

---

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

## **SECTION I**

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

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

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

## **SECTION II**

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

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

- \_\_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- \_\_\_\_\_2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- \_\_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
\_\_\_\_\_
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: \_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_

\* Attach additional sheets as necessary \*

# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

doing business under the name of:

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

\_\_\_\_\_  
Address of principal place of  
business in Missouri

\_\_\_\_\_  
(If a corporation - show its name above)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

**ATTEST:**

\_\_\_\_\_  
(Signature)

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Print Name and Title)

**NOTE:**

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

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

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

## BIDDER'S ACKNOWLEDGMENT

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

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

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

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

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

## INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.4
Bid Form .....	2.1-2.4
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form .....	4.3
Work Authorization Certification .....	4.4-4.5
Individual Bidder Certification .....	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder .....	7.1
Bidder's Acknowledgement .....	8.1
Insurance Requirements .....	9.1- 9.2
Contract Conditions.....	10.1-10.8
Sample Contract Agreement .....	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements.....	14.1
Affidavit-Prevailing Wage .....	15.1
Contractor's Affidavit Regarding Settlement of Claims .....	16.1
General Specifications .....	GS.1-GS.8
Technical Specifications.....	TS.1-TS.40
Special Provisions .....	SP.1-SP.13
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions .....	APPENDIX B
Project Plans and/or Details .....	APPENDIX C
Guide Specification for Construction of RCC.....	APPENDIX D
Results from Soil Borings.....	APPENDIX E

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



5001B1S1005



# WILLOWBROOK & SHALIMAR GARDENS CONCRETE REHAB-2016

Project Number: RA

Bld Number: 33-23JUN16

## CONSTRUCTION BID REQUEST

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

### BOONE COUNTY COMMISSION

Daniel K. Abell, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet Thompson, District II Commissioner

### ENGINEER OF RECORD

### BOONE COUNTY RESOURCE MANAGEMENT

Sean Shawver, Director  
Derin Campbell, P.E., Chief Engineer



### \*PROJECT MANAGER

Michael J. Taylor, P.E.  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: (573) 536-4480  
Fax: (573) 536-4360  
Email: mtaylor@boonecountymo.org

Michael J. Taylor  
Professional Engineer  
MO Lic. 371-2016-0123

### BOONE COUNTY PURCHASING

Phil Fisher, Buyer  
813 East Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 536-4362  
Fax: (573) 536-4360  
Email: pfisher@boonecountymo.org

Boone County Resource Mgmt  
MO Engineering Dept. RA  
801 E. Walnut, Room 315  
Columbia, MO 65201-4420  
Phone: (573) 536-4480  
Fax: (573) 536-4360

TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER'S

## INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.4
Bid Form .....	2.1-2.4
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form.....	4.3
Work Authorization Certification .....	4.4-4.5
Individual Bidder Certification .....	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder .....	7.1
Bidder's Acknowledgement .....	8.1
Insurance Requirements .....	9.1- 9.2
Contract Conditions.....	10.1-10.8
Sample Contract Agreement .....	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements .....	14.1
Affidavit-Prevailing Wage .....	15.1
Contractor's Affidavit Regarding Settlement of Claims .....	16.1
General Specifications .....	GS.1-GS.8
Technical Specifications.....	TS.1-TS.40
Special Provisions .....	SP.1-SP.13
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions .....	APPENDIX B
Project Plans and/or Details .....	APPENDIX C
Guide Specification for Construction of RCC.....	APPENDIX D
Results from Soil Borings.....	APPENDIX E

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

## NOTICE TO BIDDERS

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

**Project Name:**

WILLOWBROOK & SHALIMAR GARDENS CONCRETE REHAB-2016

**Project Number:**

NA

**Bid Number:**

33-23JUN16

**Scope of Project Construction:**

**OPTION 1:**

Conduct rehabilitation activities on portions of Almond Ln., Burning Bush Rd, and Shalimar Dr. in the Shalimar Gardens subdivision, as well as portions of Water Cress Circle and Bulrush Dr. in the Willowbrook subdivision. Rehabilitation activities shall include saw cutting of existing pavement, concrete curb and gutter spot removal and replacement, concrete driveway removal and replacement, removal of existing concrete pavement, subgrade removal and preparation, geogrid and 6" thick rolled stone base installation, and 6" thick Portland Cement Concrete (PCC) pavement installation. Work will include all traffic control, erosion control, and restoration.

**OPTION 2:**

Conduct rehabilitation activities on portions of Almond Ln., Burning Bush Rd, and Shalimar Dr. in the Shalimar Gardens subdivision, as well as portions of Water Cress Circle and Bulrush Dr. in the Willowbrook subdivision. Rehabilitation activities shall include saw cutting of existing pavement, concrete curb and gutter spot removal and replacement, concrete driveway removal and replacement, removal of existing concrete pavement, subgrade removal and preparation, geogrid and 6" thick rolled stone base installation, placement of 6 1/2" thick plant mix asphalt base, and placement of 1 1/2" thick asphalt surface course. Work will include all traffic control, erosion control, and restoration.

**OPTION 3:**

Conduct rehabilitation activities on portions of Almond Ln., Burning Bush Rd., and Shalimar Dr. in the Shalimar Gardens subdivision, as well as portions of Water Cress Circle and Bulrush Dr. in the Willowbrook subdivision. Rehabilitation activities shall include saw cutting of existing pavement, concrete curb and gutter spot removal and replacement, concrete driveway removal and replacement, removal of existing concrete pavement, subgrade removal and preparation, geogrid and 6" thick rolled stone base installation, 6" thick Roller Compacted Concrete (RCC) installation, and 2" thick asphalt surface course installation. Work will include all traffic control, erosion control, and restoration.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **Tuesday, June 7, 2016 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on Monday, June 20, 2016. Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **1:15 p.m. on Thursday, June 23, 2016** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on Thursday, June 23, 2016** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

35 Working Days

**Liquidated Damages:**

\$500.00 per Working Day

**Anticipated Notice To Proceed Date:**

On or about Thursday, July 21, 2016. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

**Seeding and Erosion Control Performance Bond Amount:**

None Required

**Plans and Specifications Available From:**

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

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

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

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

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

## REFERENCE DOCUMENT DEFINITIONS

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

<b>Boone County Roadway Regulations Chapter II:</b>	The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
<b>MoDOT Standard Specifications:</b>	The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
<b>MUTCD:</b>	The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

**BID FORM**  
**WILLOWBROOK SHALIMAR GARDENS CONCRETE REHAB-2016**

Option 1 PCC-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	LS	1	\$	\$
TRAFFIC CONTROL/PHASING	LS	1	\$	\$
CONSTRUCTION STAKING	LS	1	\$	\$
EROSION CONTROL	LS	1	\$	\$
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	5311	\$	\$
EXCAVATION	CY	911	\$	\$
SUBGRADE STABILIZATION	CY	500	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	200	\$	\$
CURB & GUTTER, BARRIER, REMOVE & REPLACE	SY	91	\$	\$
DRIVEWAY REPAIR, REMOVE & REPLACE	SY	105	\$	\$
INLET THROAT, REMOVE & REPLACE	EA	1	\$	\$
TENSAR TX130 GEOGRID	SY	5311	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	SY	5311	\$	\$
CONCRETE PAVEMENT, PCC, 6" THICK	SY	5311	\$	\$
RESTORATION	LS	1	\$	\$
<b>Bid Total</b>				<b>\$</b>

**BID FORM**  
**WILLOWBROOK SHALIMAR GARDENS CONCRETE REHAB-2016**

<b>Option 2 Asphalt Pavement- Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
MOBILIZATION	LS	1	\$	\$
TRAFFIC CONTROL/PHASING	LS	1	\$	\$
CONSTRUCTION STAKING	LS	1	\$	\$
EROSION CONTROL	LS	1	\$	\$
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	5311	\$	\$
EXCAVATION	CY	1205	\$	\$
SUBGRADE STABILIZATION	CY	500	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	200	\$	\$
CURB & GUTTER, BARRIER, REMOVE & REPLACE	SY	91	\$	\$
DRIVEWAY REPAIR, REMOVE & REPLACE	SY	105	\$	\$
INLET THROAT, REMOVE & REPLACE	EA	1	\$	\$
TENSAR TX130 GEOGRID	SY	5311	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	SY	5311	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	1906	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	5311	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	440	\$	\$
RESTORATION	LS	1	\$	\$
<b>Bid Total</b>				<b>\$</b>

Optional Asphalt Cement Price Index (Circle One)

Accept      Do Not Accept

**BID FORM**  
**WILLOWBROOK SHALIMAR GARDENS CONCRETE REHAB-2016**

Option 3 RCC-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	LS	1	\$	\$
TRAFFIC CONTROL/PHASING	LS	1	\$	\$
CONSTRUCTION STAKING	LS	1	\$	\$
EROSION CONTROL	LS	1	\$	\$
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	5311	\$	\$
EXCAVATION	CY	1205	\$	\$
SUBGRADE STABILIZATION	CY	500	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	200	\$	\$
CURB & GUTTER, BARRIER, REMOVE & REPLACE	SY	91	\$	\$
DRIVEWAY REPAIR, REMOVE & REPLACE	SY	105	\$	\$
INLET THROAT, REMOVE & REPLACE	EA	1	\$	\$
TENSAR TX130 GEOGRID	SY	5311	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	SY	5311	\$	\$
ROLLER COMPACTED CONCRETE, RCC, 6" THICK	SY	5311	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	5311	\$	\$
ASPHALT OVERLAY, BP-2, 2" THICK	TON	587	\$	\$
RESTORATION	LS	1	\$	\$
<b>Bid Total</b>				<b>\$</b>

Optional Asphalt Cement Price Index (Circle One)

Accept      Do Not Accept

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

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

DATE

ADDENDUM NUMBER

---

---

---

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_

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

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

---

---

---

---

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: \_\_\_\_\_

Project No.: \_\_\_\_\_

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

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

## SECTION I

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

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

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

## SECTION II

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

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

- \_\_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**THIS PAGE INTENTIONALLY LEFT BLANK**

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
\_\_\_\_\_
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company? .If so, where and why?: \_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_

\* Attach additional sheets as necessary \*

**THIS PAGE INTENTIONALLY LEFT BLANK**

# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

## SIGNATURE AND IDENTITY OF BIDDER

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

sole individual       partnership       LLC  
 corporation, incorporated under laws of the state of \_\_\_\_\_  
 other: \_\_\_\_\_

Name of individual, all partners,  
or joint venturers:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

doing business under the name of:

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

\_\_\_\_\_  
Address of principal place of  
business in Missouri

\_\_\_\_\_  
(If a corporation - show its name above)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

### ATTEST:

\_\_\_\_\_  
(Signature)

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Print Name and Title)

### NOTE:

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

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

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

## BIDDER'S ACKNOWLEDGMENT

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

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

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

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

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

**Certificate Holder address:**

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

## CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SALES/USE TAX EXEMPTION

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

## WARRANTY AND GUARANTEE

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

### **Correction or Removal of Defective Work**

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

### **One Year Correction Period**

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

### **Maintenance Requirements**

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

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

## SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

## SAMPLE CONTRACT AGREEMENT

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

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**The Owner agrees to pay the Contractor in the amount of**

\$ \_\_\_\_\_

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

**DATE OF AGREEMENT:**

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

\_\_\_\_\_  
(Date)

ATTEST:

OWNER:  
BOONE COUNTY, MISSOURI

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

\_\_\_\_\_  
Wendy Noren, County Clerk

CONTRACTOR:

By:

\_\_\_\_\_  
Authorized Representative (Signature)

ATTEST:

By:

\_\_\_\_\_  
Authorized Representative (Print or Type Name)

Title:

\_\_\_\_\_  
Secretary

Approved as to Legal Form:

\_\_\_\_\_  
CJ Dykhouse, County Counselor

**Certification**

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

\_\_\_\_\_  
Auditor

## SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

# SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_

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

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

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

\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**THIS PAGE INTENTIONALLY LEFT BLANK**

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**THIS PAGE INTENTIONALLY LEFT BLANK**

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

County Bid Number \_\_\_\_\_

Vendor Job Number \_\_\_\_\_

Job Location \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_

To the Boone County \_\_\_\_\_ Department  
Columbia, Missouri

To Whom It May Concern:

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

\_\_\_\_\_  
Contractor

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_ ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

## GENERAL SPECIFICATIONS

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

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

### SECTION 1. - DEFINITIONS

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

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

**B. Commission:** Shall mean the Boone County Commission.

**C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

### **SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

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

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

### **SECTION 5 - CONTROL OF WORK**

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

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

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

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

## **SECTION 6 - CONTROL OF MATERIAL**

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

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

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

## **SECTION 8 - PROSECUTION AND PROGRESS**

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

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

## **SECTION 9 - MEASUREMENT AND PAYMENT**

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

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

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

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

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

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

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

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

**9.8.** This section has been left blank

**9.9.** This section has been left blank

**9.10.** This section has been left blank

**9.11.** This section has been left blank

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

**9.13.** Release of Retained Percentages:

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

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

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

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

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

## **SECTION 10 - MATERIAL AND WORKMANSHIP**

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

## **SECTION 11 - STATE WAGE RATE REQUIREMENTS**

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

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

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

**11.4.** The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

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

a. In the Owner's office:

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

b. On the Project:

- 1. State Wage Rates Notice.
- 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
- 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
- 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
- 5. Notice requesting referral of minorities by present employees.

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

## **SECTION 12 - SPECIFICATIONS AND PLANS**

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

## **SECTION 13 - PROTECTION OF WORK**

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

## **SECTION 14 - OVERHEAD LINE PROTECTION**

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

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

## **SECTION 15 - OSHA Program Requirements**

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

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

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

## **SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION**

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

**SECTION 17 - INTERFERENCE**

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

**SECTION 18 - METHOD OF PAYMENT**

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

# TECHNICAL SPECIFICATIONS

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

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

## TABLE OF CONTENTS

### DIVISION 1 – GENERAL REQUIREMENTS

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

### DIVISION 2 – SITE CONSTRUCTION

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

## SECTION 01010 – SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 PROJECT SCOPE

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

#### 1.2 RELATED DOCUMENTS

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

#### 1.3 CONTRACTOR USE OF PREMISES

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

#### 1.4 COORDINATION

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

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

**1.5 MEASUREMENT AND PAYMENT**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01320 – SUBMITTALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTAL PROCEDURES

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

#### 1.3 CONSTRUCTION PROGRESS SCHEDULE

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

#### **1.4 PROPOSED PRODUCT LIST**

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

#### **1.5 SHOP PLANS**

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

#### **1.6 PRODUCT DATA**

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

#### **1.7 MANUFACTURER'S INSTRUCTIONS**

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

#### **1.8 MANUFACTURER'S CERTIFICATIONS**

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

#### **1.9 SUBMITTAL**

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

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

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

#### **1.2 GENERAL**

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

#### **1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01450 – QUALITY CONTROL AND TESTING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

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

#### 1.4 INSPECTION AND TESTING SERVICES

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 – GENERAL

#### 1.1 SECTION INCLUDES

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

#### 1.2 BARRIERS

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

#### 1.3 WATER CONTROL

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

#### 1.4 ACCESS ROADS

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

#### 1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

**END OF SECTION**

## SECTION 01550 – TEMPORARY TRAFFIC CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 MAINTENANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 GENERAL

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

END OF SECTION

## SECTION 01570 – EROSION CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 TEMPORARY BERMS

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

#### 2.2 TEMPORARY SLOPE DRAINS

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

**2.3 TEMPORARY DITCH CHECKS**

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

**2.4 SEDIMENT BASINS**

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

**2.5 TEMPORARY SILT FENCE**

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

**2.6 TEMPORARY PIPE**

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

**2.7 TEMPORARY SEEDING AND MULCHING**

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

**2.8 EROSION CONTROL BLANKETS**

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

**PART 3 – EXECUTION**

**3.1 TEMPORARY BERMS**

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

**3.2 TEMPORARY SLOPE DRAINS**

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

**3.3 TEMPORARY DITCH CHECKS**

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

**3.4 SEDIMENT BASINS**

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

**3.5 TEMPORARY SILT FENCE**

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

**3.6 TEMPORARY PIPE**

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

**3.7 TEMPORARY SEEDING AND MULCHING**

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

**3.8 EROSION CONTROL BLANKET INSTALLATION**

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

**END OF SECTION**

## SECTION 01590 – RESTORATION

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PERFORMANCE-BASED SPECIFICATION

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

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 TOPSOIL MATERIAL

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

## 2.2 LIME

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

## 2.3 FERTILIZER

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

## 2.4 SEEDING MIX

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

## 2.5 TYPE 1 MULCH

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

## 2.6 TYPE 3 MULCH

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

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

### **PART 3 – EXECUTION**

#### **3.1 SEEDBED PREPARATION AND TOPSOIL**

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

#### **3.2 LIME**

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

#### **3.3 FERTILIZER**

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

### 3.4 SEEDING

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

### 3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

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

END OF SECTION

## SECTION 01600 – PRODUCT REQUIREMENTS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PRODUCT DESCRIPTION

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

#### 1.3 TRANSPORTATION AND HANDLING

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

#### 1.4 STORAGE AND PROTECTION

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

### END OF SECTION

## **SECTION 01720 – CONSTRUCTION STAKING**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

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

#### **1.2 GENERAL**

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

#### **1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01780 – PROJECT CLOSEOUT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PRE-FINAL INSPECTION

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

#### 1.3 FINAL INSPECTION

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

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

**1.4 Application for Final Payment**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 02220 – REMOVALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 PREPARATION

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

#### 3.2 CONSTRUCTION LIMITS

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

#### 3.3 EXISTING SIGNAGE

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

### END OF SECTION

## **SECTION 02230 – SITE CLEARING AND GRUBBING**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

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

#### **1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION**

#### **3.1 CLEARING AND GRUBBING**

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

**END OF SECTION**

## SECTION 02300 – EXCAVATION AND EMBANKMENT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

#### 1.2 SITE COMPACTION TESTING

- A. ***All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.***
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
  1. Errors are found in the original quantity or surface elevations shown on the Plans;
  2. An authorized change is made to the typical section or grade; or
  3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

## **PART 3 – EXECUTION**

### **3.1 GENERAL**

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

**END OF SECTION**

## **SECTION 02335 – SUBGRADE**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

The Work consists of the preparation of subgrade under roadway surface.

#### **1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

**END OF SECTION**

## SECTION 02337 – DIG OUT REPAIR

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a Mirafi 600X, Geotex 315ST, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02370 – ROCK BLANKET

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

## SECTION 02630 – STORM DRAINAGE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

#### 1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.  
**Except:**
  - 1. ***Aluminized corrugated metal pipes are allowed.***
  - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
  - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

**END OF SECTION**

## SECTION 02720 – AGGREGATE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
  - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
  - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Surface Aggregate shall meet standard local quarry's specifications.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02739 – PRIME/TACK COATS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

## SECTION 02740 – ASPHALTIC CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

#### 1.3 QUALITY CONTROL

- A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.
- B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.
- C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

**SECTION 02741 – PAVING FABRIC**

**PART 1 – GENERAL**

**1.1 PROJECT DESCRIPTION**

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

**1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

**PART 2 – PRODUCTS**

**2.1 MATERIALS**

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

1. Physical Properties

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

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

## PART 3 – EXECUTION

### 3.1 INSTALLATION

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

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

**END OF SECTION**

## SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02770 – CONCRETE CURB AND GUTTER

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02773 – CONCRETE DRIVEWAY

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02775 – CONCRETE SIDEWALK

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## **SPECIAL PROVISIONS**

### **General**

1. All construction shall conform to the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
2. Construction activities associated with this project shall comply with current OSHA regulations and required safety measures
3. Any lot lines, building setback lines and easement lines are shown for general information purposes only. Refer to the recorded plats for detailed dimensions and information.
4. Contractor shall maintain all construction operations within public easements and rights-of-way. Any agreements with property owners shall be in writing, a copy of which shall be delivered to a Boone County representative.
5. Contractor shall protect permanent survey monuments. Survey monuments removed or damaged during construction shall be restored at the Contractor's expense by a licensed surveyor registered in the State of Missouri.
6. Any damage done to existing concrete, adjacent to project boundaries, shall be replaced by the Contractor at his expense.
7. All required tree limb and brush trimming, removal and disposal shall be incidental to the project.
8. Mail service shall not be interrupted and contractor shall notify all owners/tenants of any alternate arrangements. If a residence is inaccessible, the Contractor shall provide temporary mail boxes or gang boxes to receive mail. All boxes shall be fully enclosed with a door, and be clearly labeled with the street name and address number that they represent, with one residence per box. Contractor shall coordinate the schedule and locations of temporary mailboxes with the USPS and property owners. Any associated costs shall be incidental to the project.

### **Option 1, 2, & 3 Bidding**

9. The Bidder is not required to submit a bid for all options. The Bidder may submit a bid for only one option or multiple options at their discretion.
10. To place a valid bid, the Bidder must complete fully all bid items on the Bid Form(s) for the given option(s). Any bid items left blank will be considered an incomplete bid and will void the Bidder from that option.

### **Utility Coordination**

11. Any utilities shown in the plans approximately reflect a visual inspection of the site, and are for information purposes only.
12. The contractor shall be responsible for verifying location, condition, and depth of all existing utilities prior to construction. Contact the Boone County inspector with any conflicts.
13. Ameren Gas has advised the County that service crossings may have a depth of 18" or less in the project area. It is strongly recommended that the Contractor excavate a small area within the street to uncover all marked utilities. Uncovering the utilities shall be done prior to any full depth saw cutting, full street closure, or removal of the existing pavement. If a conflict is discovered, the Contractor shall notify the County and coordinate with the utility provider to have the conflict resolved.

### **Traffic Control/Project Phasing**

14. The Contractor is responsible for all Traffic Control during construction. The current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) shall be followed for temporary traffic control operations and devices.
15. Contractor shall be responsible for creating a project Phasing Plan. This plan should be submitted to the County prior to the Pre-Construction Meeting. A notice to proceed will not be issued until such a plan has been approved by the County.

16. Contractor shall notify each of the following agencies and individuals a minimum of 72 hours in advance of road or lane closures.
  - a. Boone County Public Works
  - b. Joint Communications
  - c. City of Columbia-COMO Connect (transit routes in Shalimar Gardens)
  - d. Missouri Dept. of Transportation (for work on Shalimar Dr.)
  - e. United States Postal Service
  - f. Columbia Public Schools
 

David Wilson	(573) 214-3763
Denise Apperson	(573) 819-8081
Craig Caldwell	(573) 819-4208
Blake Tekotte (Buses)	(573) 999-5946
17. The Contractor shall indicate on the Phasing Plan how he plans to construct work on Shalimar Dr. If a full road closure is planned for this section, it will be required that the turn lane on Hwy 763 be closed as well. Hwy 763 is MoDOT right of way requiring a MoDOT permit. The County shall obtain the necessary permit, however the Contractor shall be responsible for contacting MoDOT prior to any lane closures. If Shalimar Dr. will remain partially open during work, the turn lane closure and permit will not be required, however adequate traffic control shall still be in place.
18. Contractor shall maintain access to all private properties as much as possible. This may be done by phasing the project and/or construction of temporary gravel lanes or ramps. Contractor shall be solely responsible for coordinating with all affected homeowners for issues of access. Contractor shall contact homeowners a minimum of 24 hours prior to access being restricted. All costs associated with maintaining and coordinating access shall be part of the Traffic Control bid item.
19. Before leaving each day, the Contractor must leave the site in a condition that would permit access to private properties by emergency services.
20. Be advised that Nance Dr. is a private road. The Contractor shall not direct any traffic, either from homeowners or construction, to use Nance Dr. as access.
21. Concrete pavement shall not be opened to traffic until concrete has reached 75% strength (3,000 psi) and joints have been sawed, cleaned and filled with joint sealer.

### **Construction Staking**

22. The Construction Staking bid item shall include all costs associated with the hiring of an individual or firm to provide survey staking to aide the Contractor in constructing the project per Plan.
23. Finished grade elevations of the pavement and back of curb shall be the same as existing elevations unless indicated otherwise in the Plans.
24. Monuments damaged due to Contractor negligence will be restored at Contractor's expense.

### **Erosion Control**

25. Contractor shall be responsible for no sediment leaving the project sites.
26. Contractor shall provide, install, and maintain inlet protection, silt fence/straw wattle as indicated in the Plans. All costs associated with these items shall be included in the Erosion Control bid item. The Contractor may install additional erosion control measures not specified on the Plans, with all costs for additional items being included in the bid item.
27. Included in Erosion Control shall be the sweeping or cleaning up of all mud/dirt tracking onto adjacent streets as a result of construction. Clean up efforts shall take place daily or as needed under the direction of a County representative.
28. The washing out of concrete trucks shall take place at the concrete plant or at a controlled location on site. No wash water shall enter a stormwater inlet or drainage channel.
29. Contractor shall be responsible for the removal of any standing water at the project sites. This is especially important at Water Cress Circle, as a large portion of the site drains to the existing inlet located in the cul-de-sac. Methods of preventing or removing standing water may be discussed for approval at the Pre-Construction meeting. All costs associated with removal of

standing water shall be included in the Erosion Control bid item. Any damage done as a result of standing water shall be the Contractor's responsibility to fix.

### **Materials Testing**

30. The contractor shall provide quality control testing. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be included in the contract Lump Sum price for Materials Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the County of all tests conducted.
31. All Portland cement concrete shall be tested for slump, air entrainment, temperature, and compressive strength. Slump, Air, and temperature shall be tested on the first 3 loads of concrete per day. Sampling procedures shall follow AASHTO T141. Slump test shall be in accordance with AASHTO T119, and Air Entrainment shall be tested in accordance with AASHTO T152. Acceptable loads shall have 3-6% air and a slump of 2 to 4 inches. Once three consecutive loads have been accepted, only loads specified by Boone County Resource Management as questionable must be tested. One additional load must be tested if batching operations shutdown for more than 1 hour. If batching operations are continuous for the day, 1 additional test shall be taken in the afternoon. Compressive strength testing, in accordance with ASTM C1231 and T22, shall be conducted. Concrete test cylinders shall be cast and tested in accordance with ASTM C 31 and C 39. The Contractor shall make three (3) cylinders for each day's pour, or three (3) cylinders for each 150 s.y. of pavement/driveway/sidewalk, whichever is larger. All cylinders shall be cured under the same conditions as the job concrete and shall be identified at the time cast as to which pour is represented. Contractor shall ship or deliver three (3) cylinders to the laboratory on the fourth day, one of which is to be tested on the seventh day, the others are to be laboratory cured and tested on the twenty-eighth day. If for any reason the strength of concrete is required before or after the seven (7) day break, the extra cylinder shall be used for this purpose. Once a cylinder has been broken that meets or exceeds the design strength, the remaining cylinders will not be required to be broken for testing, unless the contractor wants the final results. The Contractor shall furnish the County a copy of the test reports for concrete test cylinders within 24 hours of breaking of the cylinders. Unsatisfactory tests of cylinders shall make the concrete concerned subject to rejection, with consequent removal and replacement by the Contractor at his expense.
32. All asphalt pavement shall be placed and compacted to 92% of the max density as specified in the Job Mix Formula. Density tests, using a nuclear gauge in accordance with ASTM D 2950-74, shall be conducted on each lift of asphalt pavement. Minimum testing frequency shall be one reading per lane, per lift, per 150 feet. If density readings fall below 89% or above 97%, work shall be stopped immediately and will not resume until a solution is found and the Contractor can meet the specified densities.

### **Removal, Curbside Obstructions**

33. The Contractor shall remove and replace any existing landscaping in conflict with the work and all associated costs shall be included under the bid item 'Removal, Curbside Obstructions, Replacement Included'.
34. Mailboxes and roadway signage in direct conflict with the proposed construction shall be removed, temporarily relocated and restored by the Contractor and all associated costs shall be included under the bid item 'Removal, Curbside Obstructions, Replacement Included'. Mailboxes and roadway signage shall be restored per Boone County and USPS standards. Any mailbox or roadway sign damaged by the contractor's negligence shall be replaced per Boone County standards at the Contractor's expense. If existing material condition prohibit the reinstallation of mailboxes/signs, new mailboxes/signs shall be installed using new and similar materials. It is the Contractor's responsibility to inspect the site and to include any additional costs in the bid item for 'Removal, Curbside Obstructions, Replacement Included'.
35. Removal, Curbside Obstructions will not be measured and shall be paid for at the contract Lump Sum bid price.

## Removal, Existing Concrete Pavement

36. Contractor shall remove all existing concrete pavement as indicated on the Plans. All costs associated with breaking apart, loading, and hauling offsite the existing pavement shall be included.
37. Bid item shall include all required full depth saw cutting of existing concrete pavement.
38. Bid item shall not include the removal of any curb and gutter, inlet throats, or driveways as those are included in different items.
39. Removal, Existing Concrete Pavement will be measured, with payment being made at the contract Square Yard bid price.

## Excavation

40. Contractor shall perform all parts of Section 2300 of the Technical Specifications to prepare the subgrade soil for the proposed pavement. All costs associated with performing said work shall be included in Excavation bid item.
41. Exploratory soil borings were done in the project areas. Results of these borings can be found in Appendix E.
42. Cut compaction as stated in Section 2300, 3.1 C. shall be replaced with the following: Cut compaction shall be performed to the extent that after removal of the roadway material to the required subgrade depth, the exposed material shall be scarified and compacted. In accessible areas, Contractor may forgo scarification by deploying a sheepsfoot roller. Compaction shall be to a level which the Contractor believes is adequate for the subgrade to pass the roll test as described in the following Special Provision.
43. After the cut compaction as stated above, subgrade will be tested by driving a fully loaded tandem axle dump truck over the subgrade. Roll test shall be witnessed by a Boone County representative. The roll test shall not pass if rut depths from the dump truck exceed 3 inches. Areas which do not pass the roll test may require work as described in Subgrade Stabilization.
44. Contractor shall try to minimize the amount of heavy construction traffic on exposed subgrade after it has passed the roll test. If, in the option of the County, the subgrade has failed due to excessive construction traffic from poor planning or negligence, the Contractor may be required to perform subgrade stabilization work at his own expense.
45. Ruts which have depths of 1"-3" shall be filled with suitable material and compacted with lighter equipment such as a skid steer prior to placement of geogrid.
46. Contractor will not be responsible for subgrade testing as stated in Section 2300 – Excavation and Embankment, 1.2.
47. Excavation bid item does not include any excavation needed for curb and gutter replacement, driveway replacement, or extra excavation for subgrade stabilization.
48. No final measurement of excavation will be made. Plan quantity will be used for final payment unless error is found in original quantity or an authorized change is made to the Plans.

## Subgrade Stabilization

49. Subgrade Stabilization shall include all labor, material, and equipment needed for the excavation and haul away of additional unsuitable subgrade soil, the furnishing and installation of Geotex 315ST geotextile or approved equal, and the furnishing and installation of an aggregate stabilization layer, 24" thick max (see "Subgrade Stabilization Section" in Plans).
50. Prior to any work being done for subgrade stabilization, the Contractor shall discuss and seek approval from a Boone County representative as to the dimensions of work to be done (i.e. length and width). Depth of stabilization shall be based on quality and quantity of unsuitable material. However, depth of stabilization layer shall not exceed 24". No work shall take place, nor will any work be paid for without prior approval from Boone County.
51. The specific aggregate used for Subgrade Stabilization will be at the discretion of the Contractor, but shall be a well graded mix. No clean rock will be allowed. Aggregate shall be placed and compacted in lifts that will produce the best strength for the given material.
52. The Contractor will be allowed to change stabilization methods (i.e. aggregate type, depth, or use of additional geogrid, etc.) based on the scope of unsuitable material encountered. This

- flexibility shall allow the Contractor to determine what methods of stabilization might be the most beneficial given constraints on working days, weather, and manpower. However, any changes in stabilization methods will not be grounds for renegotiations of the bid price or working days.
53. Areas of subgrade stabilization will be considered stabilized if no ruts are created from a fully loaded tandem axle dump truck.
  54. If an area which has already been stabilized fails, the failure shall be repaired and stabilized at the Contractor's expense.
  55. Contractor shall be responsible for verifying all existing utility locations in stabilization areas. Contractor shall inform Boone County of any conflicts.
  56. Subgrade Stabilization will be measured in the field, with final payment being made at the contract Cubic Yard bid price. There will be no change in the unit price for associated changes in quantity used.

### **Non RCC Concrete**

57. All the following notes shall pertain to all non roller compacted concrete used on the project to construct street pavement, curb and gutter, driveway repair, and inlet throat repair.
58. All (Non RCC) concrete used under this contract shall be Class A as described in Section 230.4 of the Boone County Roadway Regulations, Chapter II.
59. The coarse aggregate for all concrete mixes shall meet the requirements of the Missouri Standard Specifications for Highway Construction (2011), Section 1005 (STATE ROCK).
60. For curb repair at driveways or driveway repair, contractor may choose to use a high/early strength type mix or perform repair half at a time to allow access to driveway. No additional cost will be associated with either choice. High/early mixes will not be allowed in the roadway pavement.
61. Cold Weather Construction requirements of Section 231.9 of the Boone County Roadway Regulations will apply to RCC and conventional concrete constructed as part of this project.
62. All (Non RCC) mixes used in this contract may contain Class C fly ash to replace a maximum of 25% of the Portland cement on a pound for pound basis.
63. Curing Compound – A curing compound approved by the County shall be applied to all new (Non RCC) concrete surfaces in accordance with manufacturer's recommendations.
64. Load tickets - Contractor must provide County with load tickets for concrete mix used as part of this contract before payment will be made. Ticket must indicate that STATE ROCK was used.

### **Curb & Gutter, Rollback, Remove & Replace**

65. Curb & Gutter, Rollback bid item shall include all labor, material, and equipment needed to remove existing rollback curb and gutter, excavate and compact subgrade, install and compact a 4" thick layer of Type I rolled stone base, construct new curb and gutter, and backfill.
66. New rollback curb and gutter dimensions shall match those of the existing curb and gutter. Dimensions found in the Plans are approximate for estimating purposes and may be different than existing.
67. Locations and lengths of curb and gutter replacement as indicated on the Plans are approximate. Final extents of repairs shall be determined in the field by the Contractor and a Boone County representative.
68. Each end of the repair sections shall be pinned to the existing curb and gutter using #4 rebar as indicated on the Plans. Rebar shall be incidental to curb and gutter bid item.
69. If Contractor bids Option 1, #4 tie bars shall be installed in the gutter face of the existing curb and gutter sections, as well as the proposed curb and gutter sections as shown in the Plans. Tie bars shall be drilled and epoxied into the existing curb and gutter sections. Tie bars may be placed during construction of the proposed curb and gutter sections. All costs associated with installing tie bars shall be included in the Curb & Gutter bid item.
70. If Contractor bids Option 2, the gutter face shall be cleaned of all dust and debris from saw cutting or construction. After surface is clean and dry, a layer of tack coat shall be applied to the gutter face. Tack coat can be NTQS-1HH (Trackless), SS-1, SS1-h, SCC-1, CSS-1h, or approved equal. Approximately 98 square yards of tack coat will be needed to cover the gutter

face of the rollback curb and gutter. All costs associated with installing this tack coat shall be included in the Rollback Curb & Gutter bid item.

71. Control joints shall be formed or cut evenly in repair sections which exceed 10' in length. Joints shall have a maximum spacing of 10'.
72. Curb and Gutter, Rollback repairs will be measured, with final payment being made at the contract Square Yard bid price.

### **Curb & Gutter, Barrier, Remove & Replace**

73. Curb & Gutter, Barrier bid item shall include all labor, material, and equipment needed to remove existing barrier curb and gutter, excavate and compact subgrade, install and compact a 4" thick layer of Type I rolled stone base, construct new curb and gutter, and backfill.
74. New barrier curb and gutter dimensions shall match those of the existing curb and gutter. Dimensions found in the Plans are approximate for estimating purposes and may be different than existing.
75. Locations and lengths of curb and gutter replacement as indicated on the Plans are approximate. Final extents of repairs shall be determined in the field by the Contractor and a Boone County representative.
76. Each end of the repair sections shall be pinned to the existing curb and gutter using #4 rebar as indicated on the Plans. Rebar shall be incidental to curb and gutter bid item.
77. If Contractor bids Option 1, #4 tie bars shall be installed in the gutter face of the existing curb and gutter sections, as well as the proposed curb and gutter sections as shown in the Plans. Tie bars shall be drilled and epoxied into the existing curb and gutter sections. Tie bars may be placed during construction of the proposed curb and gutter sections. All costs associated with installing tie bars shall be included in the Curb & Gutter bid item.
78. If Contractor bids Option 2, the gutter face shall be cleaned of all dust and debris from saw cutting or construction. After surface is clean and dry, a layer of tack coat shall be applied to the gutter face. Tack coat can be NTQS-1HH (Trackless), SS-1, SS1-h, SCC-1, CSS-1h, or approved equal. Approximately 82 square yards of tack coat will be needed to cover the gutter face of the barrier curb and gutter. All costs associated with installing this tack coat shall be included in the Barrier Curb & Gutter bid item.
79. Control joints shall be formed or cut evenly in repair sections which exceed 10' in length. Joints shall have a maximum spacing of 10'.
80. Curb and Gutter, Barrier repairs will be measured, with final payment being made at the contract Square Yard bid price.

### **Driveway Repair, Remove & Replace**

81. Driveway Repair bid item shall include all labor, material, and equipment necessary to saw cut and remove existing driveways or portions of driveways, excavate and compact subgrade, install and compact 4" thick layer of Type I rolled stone base, and constructing a 6" thick concrete repair as per "Driveway Repair" and "Driveway Replacement" details in the Plans.
82. All rebar and expansion material needed for repair shall be included in the bid item.
83. Repair work as per "Driveway Repair" detail shall be poured monolithically to prevent a joint in the gutter flowline. Repair work as per "Driveway Replacement" shall be constructed as curb and gutter being one pour and driveway approach as separate pour.
84. Driveway Repair will be measured with final payment being made at the contract Square Yard bid price.

### **Inlet Throat, Remove & Replace**

85. Inlet Throat bid item shall include all labor, material, and equipment necessary to saw cut and remove existing stormwater inlet throat at Water Cress Circle cul-de-sac and construct new inlet throat per Details 505.01A and 505.01C of the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri. This shall include all excavation and compaction of subgrade, installation and compaction of rolled stone base, and all rebar and expansion material.

86. Inlet Throat will be measured with final payment being made at the contract per Each bid price.

### **Tensar TX130S Geogrid**

87. Bid item shall include all labor, material, and equipment necessary to install Tensar TX130S Triaxial Geogrid. More detailed specifications for the geogrid may be found at the end of these Special Provisions.

### **Type I Rolled Stone Base, 6" Thick**

88. Bid item shall include all equipment, labor, and material needed to construct a 6" thick layer of Type I Rolled Stone Aggregate Base as per Section 212 of the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
89. Gradation of the rolled stone base shall comply with Section 210 of the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
90. Ruts may still develop from fully loaded tandem axle dump trucks on the finished surface of the rolled stone base layer. However, these ruts shall be 1.5" in depth or less and shall be filled in as described in the geogrid specifications found at the end of these Special Provisions. Ruts deeper than 1.5" shall be brought to the attention of the Inspector or Engineer immediately.
91. No final measurement will be made for aggregate base. Plan quantities will be used unless errors are found or authorized changes are made to original quantities.

### **Concrete Pavement, PCC, 6" Thick**

92. Bid item shall include all labor, material, and equipment needed to install Option 1, a 6" thick Portland Cement Concrete (PCC) pavement section as described in the Plans and these Special Provisions. Installation of PCC pavement shall be in accordance with Section 230 and 231 of the Boone County Roadway Regulations, Chapter II.
93. PCC pavement shall comply with all items found in "Non RCC Concrete" Special Provision.
94. PCC pavement shall have appropriate tie bars installed in the longitudinal joints as shown in Detail 200.01B of the Boone County Roadway Regulations. Tie bars shall be incidental to bid item.
95. Included in the concrete pavement bid item shall be the cutting and filling of control joints.
96. Contractor shall provide the County with a joint layout plan prior to any paving taking place.
97. Saw cutting of control joints shall follow Section 231.6.7 and Details 200.01A of the Boone County Roadway Regulations.

### **Trackless Tack Coat**

98. Bid item shall include all labor, material, and equipment needed to place trackless tack coat.
99. Trackless tack coat shall be NTQS-1HH or approved equal.
100. Tack coat shall be applied per manufacturer's recommendations, with the application rate also being per manufacturer's recommendations.
101. If Contractor is bidding Option 2, tack coat shall be applied to the finished asphalt base layer prior to the installation of the asphalt surface layer. Tack coat between the lifts of the asphalt base will not be required as long as the surface of the lifts remains clean and are installed in a timely manner. Tack will be required if installation of courses takes multiple days.
102. If Contractor is bidding Option 3, tack coat shall be applied to the finished RCC pavement surface prior to the installation of the asphalt surface.
103. Tack coat shall be measured in the field, with final payment being made at the contract Square Yard bid price. The Tack Coat quantity shown in the bid form is for the application of one coat.

### **Asphalt Pavement**

104. All asphalt pavement shall be in conformance with Section 401 of the Missouri Standard Specifications for Highway Construction, 2011.
105. The Bidder has the option to be bound by the Asphalt Cement Price Index for this project. If the bidder wishes to do so, he shall execute the acceptance statement on the Bid Form. Failure

to execute the acceptance statement will be interpreted to mean the bidder wishes to not participate. Greater detail of the Asphalt Index may be found at the end of these Special Provisions.

106. The Job Mix Formulas (JMF) submitted for the asphalt used in this job must be reflective of actual material being used and must be no more than 3 years old at time of submittal, and must meet requirements of Missouri Standard Specifications for Highway Construction, 2011.
107. Recycled Asphalt Pavement (R.A.P.) may be used in the asphalt mixes, but shall not exceed 20% of the total mix. Recycled Asphalt Shingles (R.A.S.) will not be allowed in any of the mixes.
108. Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
109. The asphalt base course shall be installed in lifts. Single lifts shall not exceed a thickness of 4 inches.
110. The asphalt surface course shall be installed in a single operation after application of tack coat.

### **Roller Compacted Concrete (RCC), 6" Thick**

111. Guide Specification for Construction of Roller-Compacted Concrete Pavements (RCC Guide) has been included in Appendix D. Requirements of Special Provisions section will take precedence over said Guide Specifications in Appendix D in case of conflict.
112. The coarse aggregate used in the Roller Compacted Concrete (RCC) for use as part of this project shall meet the requirements of the Missouri Standard Specifications for Highway Construction (2011), Section 1005 (STATE ROCK).
113. Load tickets - Contractor must provide County with load tickets for RCC mix used as part of this contract before payment will be made. Ticket must indicate that STATE ROCK was used.
114. The final compacted RCC surface shall be placed such that the planned 2" Asphalt Surface will be flush with the gutter surface. Areas where the final RCC surface is less than 1.5" below the gutter surface will be marked by the County. These marked areas shall be milled to a depth of 2" below gutter surface by the Contractor at no additional expense to the County.
115. At the County's discretion, a pneumatic roller may be required as part of the RCC compaction process.
116. Fresh Vertical Joints shall be as described in Section 6.8 of the RCC Guide in Appendix D, except that 30 minutes shall be used instead of 60 to determine if a joint is a 'cold joint'. This applies to both longitudinal and transverse joints. At the Engineer's discretion, this time may be increased or decreased depending on the use of set retarding admixtures or the ambient weather conditions of temperature, wind, and humidity.
117. All RCC shall be installed as a single lift for this project.
118. Sawed control joints will not be required for this project.
119. Thickness: The thickness of the RCC pavements shall not be decreased from that shown on the plans or as directed by the Engineer by more than 1 inch. Pavement of insufficient thickness shall be removed and replaced the full depth. No skin patches shall be accepted. At the County's discretion, the County will have cores taken to verify depth.
120. Curing compound shall be such that it will not reduce the bonding capability between the RCC and asphalt surface. The County has had success with the use of Pave Cure REZ, by Spec Chem for the curing compound. This product, or an approved equal, is acceptable.
121. Base rock shall be uniformly moist at the time of RCC placement. If the base is sprayed, then allowed to dry prior to the RCC placement, it must be sprayed again.
122. Compressive strength tests of the concrete are not required. All mix designs shall be included in the submittals to the County.
123. Contractor may propose alternate mix design from that included in this document. No unit price change will be made if County elects to allow different mix design.
124. Cold Weather Construction requirements of Section 231.9 of the Boone County Roadway Regulations will apply to RCC concrete constructed as part of this project.

## **Restoration**

125. Bid item shall include all labor, material, and equipment needed to satisfy Section 1590 of the Technical Specifications for Restoration.
126. Restoration shall include 4" of topsoil and Type I mulch
127. All disturbed areas shall have 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
128. Restoration bid item will not be measured and shall be paid at the contract Lump Sum bid price.
129. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project.

## Asphalt Cement Price Index

If the bidder so chooses, asphaltic pavement and base mixes are eligible for the following price adjustment. This adjustment will apply only to the percentage of virgin asphalt cement actually placed on the job, excluding RAP or RAS, and will be calculated using the following formula:

$$A = (B \times C) \times (D - E)$$

Where:

- A = Adjustment
- B = Tons of mix placed
- C = % of virgin asphalt binder as listed in the job mix formula
- D = monthly price for the month prior to mix placement
- E = monthly price for the month prior to bid submission

The monthly asphalt prices will be those shown in the Dollar/Ton column of the "Asphalt Price Index" table posted at MoDot.org – Bidding-Road & Bridge Construction Bidding Opportunities – Online Plan Rooms – Asphalt Price Index - on MoDOT's website, also currently located at: [http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general\\_info&key=658](http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=658)  
All prices will be for the entire month regardless of when posted. Separate adjustments will be calculated for each month in which the bidder places eligible material.

### Calculation Examples

This table is fictional, but it resembles the table found at the above MoDOT website.

Asphalt Price Index	
2015	PG 64-22 Dollar/Ton
January	\$450.00
February	\$510.00
March	\$520.00
April	\$530.00
May	\$520.00
June	\$500.00
July	\$480.00
August	\$475.00
September	\$450.00
October	\$425.00
November	\$420.00
December	\$400.00

#### Example #1

The contract was bid in March 2015. 1,000 tons of BP-2 was placed during October 2015. Job mix called for 5.0% virgin AC. No RAP was used.

$$B = 1,000 \quad C = 5.0\% \quad D = 450.00 \quad E = 510.00$$

$$A = (1,000 \times 0.050) \times (450.00 - 510.00) = -3,000$$

Adjustment = \$3,000 Deduct

#### Example #2

The contract was bid in February 2015. 1,000 tons of BP-2 was placed during July 2015. 2,000 tons of BP-2 was placed during August 2015. Job mix called for a mix with 4.5% virgin AC and 1.0% AC from RAP.

$$B_1 = 1,000 \quad C = 4.5\% \quad D_1 = 500.00 \quad E_1 = 450.00$$

$$A_1 = (1,000 \times 0.045) \times (500.00 - 450.00) = 2,250$$

$$B_2 = 2,000 \quad C = 4.5\% \quad D_2 = 480.00 \quad E_2 = 450.00$$

$$A_2 = (2,000 \times 0.045) \times (480.00 - 450.00) = 2,700$$

$$\text{Adjustment} = A_1 + A_2 = 2,250 + 2,700 = \$4,950 \text{ Increase}$$

## GEOGRID

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the site preparation, layout, and installation of Tensar TX130S geogrid.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of geogrid shall be made in the field.
- B. Measurement and payment for materials and installation of geogrid shall be included in the Square Yard bid price as listed on the Bid Form. Overlaps in the geogrid will not be measured and included in the payment quantities.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. The geogrid shall consist of punched and drawn polypropylene that is oriented in three substantially equilateral directions. The geogrid shall maintain its reinforcement and interlock capabilities under repeated dynamic loads while in service and shall also be resistant to ultraviolet degradation, to damage under normal construction practices and to all forms of biological or chemical degradation normally encountered in the material being reinforced.

##### 1. Physical Properties

Property	Test Method	Units	Min Value
Chemical resistance	EPA 9090 Immersion	%	90-100
Ultra-violet light and weathering (500 hrs)	ASTM D 4355		
Junction efficiency	GRI-GG2-87 GRI-GG1-87	% of ultimate tensile strength	93
Radial stiffness	ASTM D 6637	lb/ft @ 0.5% strain	20,500

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Placement
  - 1. Prior to placement of geogrid, the subgrade shall be prepared as described in Excavation Special Provision.
  - 2. Place geogrids in position and roll out over the prepared subgrade in the direction of travel. Geogrid shall be cut to conform to manhole covers or other protrusions. Geogrid shall be cut and overlapped as necessary to

accommodate curves. If two rolls are to be placed side by side, or end to end, overlap them as noted below or per manufacturer's recommendations.

<u>Soil Type</u>	<u>CBR</u>	<u>Grid Overlap</u>
Firm	≥ 3	1'
Soft Ground	1-3	2'
Very Soft Ground	≤ 1	3'

3. Overlap or "shingle" geogrids in the direction fill will be spread. Over very soft ground, wire, plastic ties or hog rings can be used on five to twenty-foot spacings as necessary to secure the overlaps.

**B. Tensioning and Pinning**

1. Pin beginning of roll to the ground with six-inch (6") "U" staples or other approved fastener at the center and each corner. Over soft ground it may be necessary to secure the end with stakes.
2. In the event of "roll memory", the Contractor shall ensure that the geogrid lies flat prior to placing fill. This can be achieved by additional staples, zip ties, or spot placement of fill material to hold the grid in place.
3. Pull geogrids tight by hand to take up all slack and anchor to the ground.
  - a. On firm ground, anchor geogrid to the ground at edges, including overlaps, and in the center of the roll.
  - b. On soft ground, anchor only the roll ends. The geogrids will conform to the ground surface as the fill material is dumped.
4. Anchor the terminal ends of the roll. If the overlap is required for advancing rolls, overlap as previously noted and anchor at the overlap.

**C. Fill Placement and Compaction**

1. Soft Subgrade
  - a. Back dump or end dump and spread. Thin lifts over soft subgrades may not be sufficient to support loads of fill and heavy equipment.
  - b. Lightweight, low ground pressure equipment is recommended to evenly push out the fill over the exposed geogrid.
  - c. Equipment shall not operate directly on the geogrid. A minimum of 4" of fill material shall be spread between the geogrid and equipment.
  - d. In areas of varying subgrade conditions, the fill shall be placed from the firmer subgrade toward the softer subgrade.
2. Firm Subgrade
  - a. Fill may be placed directly on the geogrid with standard rubber tired trucks at very low speeds (less than 5 mph), provided the traffic does not cause significant rutting of the subgrade. Turns and sudden starts and stops should be avoided.

3. Do not drive tracked equipment directly on geogrid. Ensure at least 4" is spread between the geogrid and tracked equipment.
4. Care should be taken not to catch blades or other equipment on the geogrid.
5. Spreading the fill may cause a shoving action, or "wave", in the sheet of geogrid. Pulling the geogrid taut will mitigate laydown slack, thereby removing the "wave". If significant waving occurs, pins or material should be removed to allow the waves to dissipate at the ends and edges of the roll.
6. Standard compaction methods may be used unless the soils are very soft, in which case a static roller should be used instead of vibratory.
7. Contractor should be familiar with and follow the manufacturer's recommendations for installation.

### **3.2 REPAIRS**

- A. If the geogrid becomes damaged during or after installation, repair by patching.
  1. Remove fill from the surface of the grid at the damaged area and an additional three feet (3') around the area in all directions.
  2. Place a geogrid patch of appropriate dimensions to cover the damaged area and extending three feet (3') beyond in all directions.
  3. Replace fill and compact.
- B. If rutting occurs beneath truck wheels, do not grade out the ruts. Instead, fill ruts with additional specified aggregate fill and compact.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

# APPENDIX A

## STATE WAGE RATES

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

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

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

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

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

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

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

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

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

3/10/16

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 23

Section 010  
BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

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

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker			\$34.76	57	7	\$28.00
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter			\$24.75	60	15	\$15.55
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician			\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)			\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)			\$42.27	43	45	\$5.25 + 36%
Lineman Operator			\$36.45	43	45	\$5.25 + 36%
Groundman			\$28.13	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$26.57	122	76	\$11.33
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$24.63	60	15	\$15.55
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright			\$25.75	60	15	\$15.55
Operating Engineer						
Group I			\$28.66	86	66	\$24.01
Group II			\$28.66	86	66	\$24.01
Group III			\$27.41	86	66	\$24.01
Group III-A			\$28.66	86	66	\$24.01
Group IV			\$26.43	86	66	\$24.01
Group V			\$29.36	86	66	\$24.01
Painter			\$22.94	18	7	\$11.33
Pile Driver			\$25.75	60	15	\$15.55
Pipe Fitter		b	\$37.00	91	69	\$26.68
Plasterer			\$26.09	94	5	\$12.25
Plumber		b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker			\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection			\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



**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.

**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.

## 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.

**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:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**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 the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)		\$42.27	9	12	\$5.25 + 36%
Lineman Operator		\$36.45	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman		\$28.13	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer		\$27.36	2	4	\$12.82
Skilled Laborer		\$27.36	2	4	\$12.82
Millwright		\$30.41	23	16	\$15.55
Operating Engineer					
Group I		\$27.74	21	5	\$23.91
Group II		\$27.39	21	5	\$23.91
Group III		\$27.19	21	5	\$23.91
Group IV		\$23.54	21	5	\$23.91
Oiler-Driver		\$23.54	21	5	\$23.91
Pile Driver		\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$28.87	25	21	\$12.05
Group II		\$29.03	25	21	\$12.05
Group III		\$29.02	25	21	\$12.05
Group IV		\$29.14	25	21	\$12.05

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. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

**BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

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

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

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

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

## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

## **APPENDIX C**

### **PROJECT PLANS AND/OR DETAILS**

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## APPENDIX D

### **Guide Specification for Construction of Roller Compacted Concrete Pavement (RCC Guide)**

The Contractor shall meet the conditions referenced in the RCC Guide in this Appendix unless noted otherwise in the Special Provisions.

**THIS PAGE INTENTIONALLY LEFT BLANK**

# Guide Specification for Construction of Roller-Compacted Concrete Pavements

JUNE 2004

## 1. General Provisions

**1.1 Description.** Roller-Compacted Concrete (RCC) shall consist of aggregate, portland cement, possibly other supplementary cementing materials (fly ash, slag and silica fume) and water. RCC shall be proportioned, mixed, placed, compacted and cured in accordance with these specifications; and conform to the lines, grades, thickness, and typical cross sections shown in the Plans or otherwise established by the Engineer.

**1.2 Caveat.** This specification is intended to serve as a guide to format and content for normal RCC pavement construction. Most projects have features or requirements that should be incorporated in the project documents.

## 2. Referenced Documents

### 2.1 American Society for Testing and Materials (ASTM):

- C 31 Practice for Making and Curing Concrete Test Specimens in the Field
- C 33 Specification for Concrete Aggregates
- C 39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
- C 42 Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
- C 78 Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
- C 150 Specification for Portland Cement
- C 171 Specification for Sheet Materials for Curing Concrete
- C 309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- C 494 Specification for Chemical Admixtures for Concrete
- C 496 Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
- C 595 Specification for Blended Hydraulic Cements
- C 618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

- C 989 Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars
- C 1040 Test Methods for Density of Unhardened and Hardened Concrete In Place by Nuclear Methods
- C 1157 Performance Specification for Hydraulic Cement
- C 1176 Practice for Making Roller-Compacted Concrete in Cylinder Molds Using a Vibrating Table
- C 1240 Specification for Use of Silica Fume as a Mineral Admixture in Hydraulic-Cement Concrete, Mortar and Grout
- C 1435 Practice for Molding Roller-Compacted Concrete in Cylinder Molds Using a Vibrating Hammer
- D 977 Specification for Emulsified Asphalt
- D 1557 Test Methods for laboratory Compaction Characteristics of Soil Using Modified Effort

## 3. Submittals

**3.1 Submittal Requirements.** The Contractor shall submit the following to the Engineer at least 30 days before start of any production of RCC pavement:

- 3.1.1 Construction schedule for all RCC related operations.
- 3.1.2 Paving procedures describing direction of paving operations, paving widths, planned longitudinal and transverse cold joints, and curing methods and patterns.
- 3.1.3 Certification for aggregate source, quality and sizing as required by the specification.
- 3.1.4 Certification for portland cement and supplementary cementitious materials as required by the specification.
- 3.1.5 Manufacturers data and specifications including capacities for equipment to be used in mixing, hauling, placing and compacting RCC.
- 3.1.6 Layout of plant location showing mixing plant, cement and aggregate storage, and water supply.

3.1.7 Proposed RCC Mix Design. If the proposed mix design is developed by the Contractor or there is a suggested change to the mix design, it must be submitted to the Engineer for approval at least four weeks prior to RCC construction. This mix design shall include details on aggregate gradation, cementitious materials, admixtures (if used), compressive and/or flexural strengths, and required moisture and density to be achieved.

**4. Materials**

4.1 General. All materials to be used for RCC pavement construction shall be approved by the Engineer based on laboratory tests or certifications of representative materials which will be used in the actual construction.

4.2 Portland Cement. Cement shall comply with the latest specifications for portland cement (ASTM C 150 and ASTM C 1157), or blended hydraulic cements (ASTM C 595 and ASTM C 1157)

4.3 Aggregates. Unless otherwise approved in writing by the Engineer, the quality of aggregates shall conform to ASTM C 33. The plasticity index of the aggregate shall not exceed five. Aggregates may be obtained from a single source or borrow pit, or may be a blend of coarse and fine aggregate. The aggregate shall be well-graded without gradation gaps and conform to the following gradation:

Sieve Size	Percent passing by weight
1" (25 mm)	100
3/4" (19 mm)	90-100
1/2" (12.5 mm)	70-90
3/8" (9.5 mm)	60-85
No. 4 (4.75 mm)	40-60
No. 16 (1.18 mm)	20-40
No. 100 (150 µm)	6-18
No. 200 (75 µm)	2-8

4.4 Mineral Admixtures. Mineral admixtures shall conform to the requirements of ASTM C 618 (flyash), ASTM C 989 (slag) and ASTM C 1240 (silica fume). Unless specifically directed by the Engineer, total mineral admixture content including the content in blended cements shall not exceed the weight of portland cement in the RCC mix.

4.5 Chemical Admixtures. Chemical admixtures including water-reducing and retarding admixtures shall conform to ASTM C 494 and must be approved by the Engineer prior to use.

4.6 Water. Water shall be clean, clear and free of acids, salts, alkalis or organic materials that may be injurious to the quality of the concrete. Non-potable water may be considered as a source for part or all of the water, providing the mix design indicates proof that the use of such water will not have any deleterious effect on the strength and durability properties of the RCC.

4.7 Curing Compound. Concrete curing compounds shall conform to ASTM C 309 or ASTM D 977.

**5. Equipment**

5.1 General. All necessary equipment shall be on hand and approved by the Engineer before work will be permitted. Roller-compacted concrete shall be constructed with any combination of equipment that will produce a completed pavement meeting the requirements for mixing, transporting, placing, compacting, finishing, and curing as provided in this specification.

**5.2 Mixing Plant.**

5.2.1 Location of Plant. The mixing plant shall be located within a 30 minute haul time from the RCC placement. With prior testing and Engineer's approval, a set retarding admixture may be used to extend the haul time.

5.2.2 Plant Capacity. The plant shall be capable of producing an RCC mixture in the proportions defined by the final approved mix design and within the specified tolerances. The capacity of the plant shall be sufficient to produce a uniform mixture at a rate compatible with the placement equipment. The volume of RCC material in the mixing chamber shall not be more than the rated capacity for dry concrete mixtures.<sup>1</sup> Multiple plants shall be supplied if a single plant can not provide an uninterrupted supply of RCC to the paver(s) during peak paving operations.

5.2.3 Pugmill Plant. A pugmill plant shall be a central plant with a twin shaft pugmill mixer, capable of batch or continuous mixing, equipped with synchronized metering devices and feeders to maintain the correct proportions of aggregate, cement, mineral admixture and water. Other pugmill plant requirements are as follows:

5.2.3.1 Aggregate Storage. If previously blended aggregate is furnished, storage may be in a stockpile from which it is fed directly to a conveyor feeding the mixer. If aggregate is furnished in two or more size groups, aggregate separation must be provided at the stockpiles.

5.2.3.2 Aggregate bins shall have a feed rate controlled by a variable speed belt, or an operable gate calibrated to accurately deliver any specified quantity of material. If two or more aggregate size stockpile sources are used, the feed rate from each bin shall be readily adjustable to change aggregate proportions, when required. Feed rate controls must maintain the established proportions of aggregate from each stockpile bin when the combined aggregate delivery is increased or decreased.

5.2.3.3 Plant Scales. Plant scales for any weigh box or hopper shall be either of beam or springless-dial type, and be sensitive to 0.5 per-

1. Because of the very dry consistency of RCC, the batch volume of mixed material especially for drum mixers may need to be less than the manufacturer's rated capacity of the mixer for conventional concrete.

cent of the maximum load required. Beam-type scales shall have a separate beam for each aggregate size, with a single telltale actuated for each beam, and a tare beam for balancing hopper. Belt scales shall be of an approved design. Standard test weights accurate to plus or minus 0.1 percent shall be provided for checking plant scales.

**5.2.3.4 Cement and Mineral Admixture Material Storage.** Separate and independent storage silos shall be used for portland cement and mineral admixture. Each silo must be clearly identified to avoid confusion during silo loadings. If the Contractor chooses to preblend the cementitious material he must employ blending equipment acceptable to the Engineer and demonstrate, with a testing plan, the ability to successfully produce a uniform blended material meeting the mix design requirements. Testing of the preblended cementitious material shall be done on a daily basis to assure both uniformity and proper quantities.

**5.2.3.5 Cement and Mineral Admixture Feed Unit.** Satisfactory means of dispensing portland cement and mineral admixture, volumetrically or by weight, shall be provided to assure a uniform and accurate quantity of cementitious material enters the mixer.

**5.2.3.6 Water Control Unit.** Required amount of water for the approved mix shall be measured by weight or volume. The unit shall be equipped with an accurate metering device. The water flow shall be controlled by a meter, valve or other approved regulating device to maintain uniform moisture content in the mixture.

**5.2.3.7 Surge Hopper.** For continuous operating pugmills, a surge hopper attached to the end of the final discharge belt shall be provided to temporarily hold the RCC discharge to allow the plant to operate continuously.

**5.2.4 Rotary Central-Mix Drum Plant.** A rotary drum batch mixer shall be capable of producing a homogeneous mixture, uniform in color and having all coarse aggregate coated with cementitious paste. The mixer shall be equipped with batching equipment to meet the following requirements:

**5.2.4.1** The amounts of cement, mineral admixture and aggregate entering into each batch of RCC shall be measured by direct weighing equipment. Weighing equipment shall be readily adjustable to compensate for the moisture content of the aggregate or for changing the proportionate batch weights, and shall include a visible dial or equally suitable device which will accurately register the scale load from zero to full capacity. The cement and mineral admixture may be weighed separately or cumulatively in the same hopper on the same scale, provided the cement is weighed first.

**5.2.4.2** Bulk cement and mineral admixture weigh hoppers shall be equipped with vibrators to operate automatically and continuously while weighing hoppers are being dumped. The weigh hopper shall have sufficient capacity to hold not less than 10 percent in excess of the cementitious material required for one batch.

**5.2.4.3** The amount of water entering each batch of RCC shall be measured by weight or volume. The equipment shall be capable of

measuring the water to within a tolerance of plus or minus one percent and shall be equipped with an accurate gauge or dial measuring device. During batching, water shall be admitted to the mixer only through the water measuring device and then only at time of charging.

**5.2.4.4** Drum mixers shall be equipped with an accurate clock or timing device, capable of being locked, for visibly indicating the time of mixing after all the materials, including the water, are in the mixer.

**5.2.5 Alternative Mixing Equipment.** Other types of batching and mixing equipment and configurations including dry batch plants and concrete truck mixers may be used with the approval of the Engineer. The Contractor must demonstrate that the mixing equipment has the ability to produce a consistent, well-blended, non-segregated RCC mix satisfying the minimum capacity requirements of Section 5.2.2 and within the tolerance limits as specified in Section 6.3.2.

### **5.3 Paver.**

**5.3.1** RCC shall be placed with a high-density or conventional asphalt type paver subject to approval by the Engineer. The paver shall be capable of placing RCC to a minimum of 85% of the maximum wet density in accordance with ASTM D 1557 or equivalent test method. The paver shall be of suitable weight and stability to spread and finish the RCC material, without segregation, to the required thickness, smoothness, surface texture, cross-section and grade.

**5.3.2 Alternative Paving Equipment.** Any alternative paving equipment such as graders and dozers must be approved by the Engineer prior to use. The equipment shall be capable of producing a finished product that results in a smooth, continuous surface without segregation, excessive tearing, or rock pockets.

### **5.4 Compactors.**

**5.4.1** Self-propelled steel drum vibratory rollers having a minimum static weight of 10 tons (9.07 metric tons) shall be used for primary compaction. For final compaction either a steel drum roller, operated in a static mode, or a pneumatic-tire roller shall be utilized.

**5.4.2** Walk-behind vibratory rollers or plate tampers shall be used for compacting areas inaccessible to the large rollers.

**5.5 Haul Trucks.** Trucks for hauling the RCC material from the plant to the paver shall have covers available to protect the material from rain or excessive evaporation. The number of trucks shall be sufficient to ensure adequate and continuous supply of RCC material to the paver.

**5.6 Water Trucks.** At least one water truck, or other similar equipment, shall be on-site and available for use throughout the paving and curing process. Such equipment shall be capable of evenly applying a fine spray of water to the surface of the RCC without damaging the final surface.

**5.7 Inspection of Equipment.** Before start-up, the Contractor's equipment shall be carefully inspected. Should any of the equipment fail to operate properly, no work shall proceed until the deficiencies are corrected.

**5.8 Access for Inspection and Calibration.** The Engineer shall have access at all times to any plant, equipment or machinery to be used on this project in order to check calibration, scales, controls or operating adjustments.

**6. Construction Requirements**

**6.1 Preparation of Subgrade/Subbase.**<sup>2</sup> Before RCC processing begins, the area to be paved shall be graded and shaped to the lines and grades as shown in the Plans or as directed by the Engineer. During this process any unsuitable soil or material shall be removed and replaced with acceptable material. The subgrade shall be uniformly compacted to a minimum of 95% of the maximum dry density in accordance with ASTM D 1557. The Contractor shall check for any soft or yielding subgrade areas by proof rolling with a loaded dump truck or pneumatic-tire roller over the entire area to be paved. All soft or yielding subgrade areas shall be corrected and made stable before RCC construction begins. If a subbase is shown on the Plans, it shall be uniformly compacted to a minimum of 95% of the maximum dry density in accordance with ASTM D 1557.

**6.2 Test Section (Optional).**

6.2.1 At least 30 days before the start of paving operations, the Contractor shall construct a test section using the trial mix design. This test pavement will allow the Engineer to evaluate the strength of the RCC material, methods of construction, curing process and surface conditions of the completed test pavement. The test section shall be at least 50 feet (15 meters) long and a minimum of two paver widths wide. It shall be located in a non-critical area or as indicated on the Plans. The test pavement will be constructed over an extended period to demonstrate the construction of cold joints in both a longitudinal and transverse direction, as well as fresh joint construction.

6.2.2 The equipment, materials and techniques used to construct the test section shall be that which will be used to construct the main RCC pavement.

6.2.3 During construction of the test section the Contractor will establish an optimum rolling pattern and procedure for obtaining a density of not less than 98% of the maximum wet density in accordance with ASTM D 1557 or equivalent test method. In addition, the Contractor must also demonstrate the ability to achieve a smooth, hard, uniform surface free of excessive tears, ridges, spalls and loose material.

**6.2.4 Strength Testing (Optional Tests).**

6.2.4.1 **Field Cast Specimens.** Specimens shall be prepared in accordance with ASTM D 1557, ASTM C 1435, or ASTM C 1176. Cure and transport specimens to the laboratory in accordance with ASTM C 31. Specimens shall be tested for splitting tensile strength (ASTM C 496) and compressive strength (ASTM C 39) at 7, 14, and 28 days of age.

2. Preparation of the subgrade/subbase is frequently the responsibility of excavation/grading contractor.

6.2.4.2 **Cores and Beams.** The test section shall be cured at least 5 days prior to extracting cores and beams for testing. The cores and beams shall be obtained in accordance with ASTM C 42. The cores will be tested for splitting tensile strength (ASTM C 496) and compressive strength (ASTM C 39) at 7, 14 and 28 days of age. In addition, 6x6x21 in. (150x150x525 mm) beams will be sawn from the test section and flexural strength at 7, 14 and 28 days will be determined in accordance with ASTM C 78. All coring, cutting and testing of the test section shall be paid for by the Owner.

**6.3 Mixing Process.**

6.3.1 **General.** Except for minor variations in moisture content, the same mixture proportions shall be used for the entire project, unless otherwise stated in the project documents. The water content shall be varied by the Contractor, as necessary, to provide a consistency that is most conducive to effective placement and compaction. If during mixing there is a change in the type or source of cementitious materials, or aggregates, the mixing must be suspended, and a new mix design shall be developed.

6.3.2 **Mixture Ingredient Tolerances.** The mixing plant must receive the quantities of individual ingredients to within the following tolerances:

Material	Variation in % by Weight
Cementitious materials	+/- 2.0
Water	+/- 3.0
Aggregates	+/- 4.0

6.3.3 Mixing time will be that which will assure complete and uniform mixing of all ingredients. For drum mixers and dry batch facilities, the time of mixing shall be determined from uniformity test results.

6.3.4 All material must be discharged before recharging. The mixing chamber and mixer blade surfaces must be kept free of hardened RCC or other buildups. Mixer blades shall be checked routinely for wear and replaced if wear is sufficient to cause inadequate mixing.

6.3.5 **Plant Calibration.** Prior to commencement of RCC production, the Contractor shall carry out a complete and comprehensive calibration of the plant in accordance with the manufacturer's recommended practice. All scales, containers and other items necessary to complete the calibration shall be provided by the Contractor. After completion of the initial calibration, the plant shall be recalibrated as directed by the Engineer.

6.3.6 **Daily Reports.** The Contractor shall supply daily plant records of production and quantities of materials used that day to the Engineer.

**6.4 Transportation.** The transportation of the RCC pavement material from the plant to the areas to be paved shall be in dump trucks fitted and equipped, when necessary, with retractable protective covers for protection from rain or excessive evaporation. The trucks shall be dumped clean with no buildup or hanging of RCC material. For paver placed RCC, the dump trucks shall deposit the RCC material

directly into the hopper of the paver or into a secondary material distribution system which deposits the material into the paver hopper. Dump truck delivery must be scheduled so that RCC material is spread and compacted within the specified time limits.

### 6.5 Placing.

6.5.1 Condition of the Subgrade/Subbase. Prior to RCC placement, the surface of the subgrade/subbase shall be clean and free of foreign material, ponded water and frost prior to the placement of the RCC pavement mixture. The subgrade/subbase must be uniformly moist at the time of RCC placement. If sprinkling of water is required to remoisten certain areas, the method of sprinkling shall not be such that it forms mud or pools of free-standing water. Prior to placement of RCC, the subgrade/subbase shall be checked for proper density and soft or yielding areas and these areas shall be corrected as specified in Section 6.1.

6.5.2 Paver Requirements. RCC shall be placed with an approved paver as specified in Section 5.3 and shall meet the following requirements:

6.5.2.1 The quantity of RCC material in the paver shall not be allowed to approach empty between loads. The material shall be maintained above the auger shaft at all times during paving.

6.5.2.2 The paver shall operate in a manner that will prevent segregation and produce a smooth continuous surface without tearing, pulling or shoving. The spread of the RCC shall be limited to a length that can be compacted and finished within the appropriate time limit under the prevailing air temperature, wind, and climatic conditions.

6.5.2.3 The paver shall proceed in a steady, continuous operation with minimal starts and stops. Paver speed during placement operations shall not exceed the speed necessary to ensure that minimum density requirements as specified in Section 5.3.1 are met and surface distress is minimized.

6.5.2.4 The surface of the RCC pavement once it leaves the paver shall be smooth, uniform and continuous without excessive tears, ridges or aggregate segregation.

6.5.3 Lift Thickness. Lift thickness of compacted RCC pavement shall be as indicated on the Plans. If RCC pavements are to be constructed in a thickness greater than 10 inches (250 mm), the use of two lifts shall be utilized. No lift shall be less than 4 inches (100 mm).

6.5.4 Adjacent Lane Placement. Adjacent paving lanes shall be placed within 60 minutes. If more than 60 minutes elapses between placement of adjacent lanes, the vertical joint must be considered a cold joint and shall be prepared in accordance with Section 6.8.2. At the Engineer's discretion, this time may be increased or decreased depending on the use of set retarding admixtures or the ambient weather conditions of temperature, wind, and humidity.

6.5.5 Multiple Lift Placement. For multiple lift placement, the total pavement thickness shall be as shown on the Plans, and the

Contractor shall submit his method of placement and lift thickness as part of a paving plan subject to approval by the Engineer. In multiple lift construction, the second lift must be placed within 60 minutes of the completion of the first lift. If more than 60 minutes has elapsed, the interface between the first and second lifts shall be considered a cold joint and shall be prepared in accordance with Section 6.8.3.1. At the discretion of the Engineer, this time may be increased or decreased depending on the use of set retarding admixtures or the ambient weather conditions of temperature, wind and humidity.

6.5.6 Hand Spreading. Broadcasting or fanning the RCC material across areas being compacted will not be permitted. Such additions of material may only be done immediately behind the paver and before any compaction has taken place. Any segregated coarse aggregate shall be removed from the surface before rolling.

6.5.7 Segregation. If segregation occurs in the RCC during paving operations the spreading shall cease until the cause is determined and corrected.

6.5.8 RCC placement shall be done in a pattern so that the curing water from the previous placements will not pose a runoff problem on the fresh RCC surface or on the subbase layer.

6.5.9 Paving Inaccessible Areas. Areas inaccessible to either paver or roller may be placed by hand and compacted with equipment specified in Section 5.4.2. Compaction of these areas must satisfy minimum density requirements as specified in Section 6.7.7. An alternate and preferred method for paving inaccessible areas is to use cast-in-place, air-entrained concrete with a minimum compressive strength of 4000 psi (27 MPa) or as specified by the Engineer. In areas that may be subjected to high load transfer, the Engineer may require the cast-in-place concrete to be doweled into the RCC.

6.5.10 Placement of RCC with graders, dozers or other alternative paving equipment as specified in Section 5.3.2 shall meet the requirements of paver placed RCC where applicable.

### 6.6 Weather Conditions.

6.6.1 Cold Weather Precautions. RCC material shall not be placed on any surface containing frost or frozen material or when the air temperature is below 40 °F (4 °C), except when the air temperature is at least 35 °F (2 °C) and rising. When the air temperature is expected to fall below 40 °F (4 °C), the Contractor must present to the Engineer a detailed proposal for protecting the RCC pavement. This proposal must be accepted by the Engineer before paving operations may be resumed. A sufficient supply of protective material such as insulating blankets, plastic sheeting, straw, burlap or other suitable material shall be provided by the Contractor at his expense. The methods and materials used shall be such that a minimum temperature of 40 °F (4 °C) at the pavement surface will be maintained for a minimum of five days. Approval of the Contractor's proposal for frost protection shall not relieve the Contractor of the responsibility for the quality and strength of the RCC placed during cold weather. Any RCC that freezes shall be removed and replaced at the Contractor's expense.

6.6.2 Hot Weather Precautions. During periods of hot weather or windy conditions, special precautions shall be taken to minimize moisture loss due to evaporation. Under conditions of excessive surface evaporation due to a combination of air temperature, relative humidity, concrete temperature and wind conditions, the Contractor must present to the Engineer a detailed proposal for minimizing moisture loss and protecting the RCC. Precautions may include cooling of aggregate stockpiles by use of a water spray, protective covers on dump trucks, temporary wind breaks to reduce wind effect, cooling of concrete mix water, and decreasing the allowable time between mixing and final compaction.

6.6.3 Rain Limitations. No placement of RCC pavement shall be done while it is raining hard enough to be detrimental to the finished product. Placement may continue during light rain or mists provided the surface of the RCC pavement is not washed-out or damaged due to tracking or pickup by dump trucks or rollers. Dump truck covers must be used during these periods. The Engineer will be the sole judge as to when placement must be stopped due to rain.

#### 6.7 Compaction.

6.7.1 Compaction shall begin immediately behind the placement process and shall be completed within 60 minutes of the start of plant mixing. The time may be increased or decreased at the discretion of the Engineer depending on use of set retarding admixtures or ambient weather conditions of temperature, wind and humidity.

6.7.2 Rolling. The Contractor shall determine the sequence and number of passes by vibratory and non-vibratory rolling to obtain the minimum specified density and surface finish. Rollers shall only be operated in the vibratory mode while moving. Pneumatic-tire rollers may be used during final compaction to knead and seal the surface.

6.7.3 Rolling Longitudinal and Transverse Joints. The roller shall not operate within 12 in. (300 mm) of the edge of a freshly placed lane until the adjacent lane is placed. Then both edges of the two lanes shall be rolled together within the allowable time. If a cold joint is planned, the complete lane shall be rolled and cold joint procedures, as specified in Section 6.8.2 shall be followed.

6.7.4 Longitudinal joints shall be given additional rolling as necessary to produce the specified density for the full depth of the lift and a tight smooth transition occurs across the joint. Any uneven marks left during the vibrating rolling shall be smoothed out by non-vibrating or rubber tire rolling. The surface shall be rolled until a relatively smooth, flat surface, reasonably free of tearing and cracking is obtained.

6.7.5 Speed of the rollers shall be slow enough at all times to avoid displacement of the RCC pavement. Displacement of the surface resulting from reversing or turning action of the roller shall be corrected immediately.

6.7.6 Areas inaccessible to large rollers shall be treated as specified in Section 6.5.9.

6.7.7 Density Requirements. In-place field density tests shall be performed in accordance with ASTM C 1040, direct transmission, as soon as possible, but no later than 30 minutes after completion of rolling. Only wet density shall be used for evaluation. The required density shall be not less than 98% of the maximum wet density obtained by ASTM D 1557 or equivalent test method based on a moving average of five consecutive tests with no test below 96%.

#### 6.8 Joints.

6.8.1 Fresh Vertical Joints. A vertical joint shall be considered a fresh joint when an adjacent RCC lane is placed within 60 minutes of placing the previous lane, with the time adjusted depending on use of retarders or ambient conditions. Fresh joints do not require special treatment.

6.8.2 Cold Vertical Joints. Any planned or unplanned construction joints that do not qualify as fresh joints shall be considered cold joints and shall be treated as follows:

6.8.2.1 Longitudinal and Transverse Cold Joints. Formed joints that do not meet the minimum density requirements of Section 6.7.7 and all unformed joints shall be cut vertically for the full depth. The vertical cut shall be at least 6 in (150 mm) from the exposed edge. Cold joints cut within two hours of placement may be cut with an approved wheel cutter, motor grader or other approved method provided that no significant edge raveling occurs. Cold joints cut after two hours of placement shall be saw cut 1/4 to 1/3 depth of the RCC pavement with the rest removed by hand or mechanical equipment. Any modification or substitution of the saw cutting procedure must be demonstrated to and accepted by the Engineer. All excess material from the joint cutting shall be removed.

6.8.2.2 Prior to placing fresh RCC mixture against a compacted cold vertical joint, the joint shall be thoroughly cleaned of any loose or foreign material. The vertical joint face shall be wetted and in a moist condition immediately prior to placement of the adjacent lane.

6.8.3 Fresh Horizontal Joints. For multi-layer construction a horizontal joint shall be considered a fresh joint when a subsequent RCC lift is placed within 60 minutes of placement of the previous lift. This time may be adjusted at the discretion of the Engineer depending on use of retarders or ambient weather conditions. Fresh joints do not require special treatment other than cleaning the surface of all loose material and moistening the surface prior to placement of the subsequent lift.

6.8.3.1 Horizontal Cold Lift Joints. For horizontal cold joints the surface of the lift shall be kept continuously moist and cleaned of all loose material prior to placement of the subsequent lift. The Engineer may require other action such as use of a cement slurry or mortar grout between lifts. If supplementary bonding materials are used, they shall be applied immediately prior to placement of the subsequent lift.

6.8.3.2 RCC Pavement Joints at Structures. The joints between RCC pavement and concrete structures shall be treated as cold vertical joints.

6.8.4 Control Joints (Optional). Control joints may be constructed in the RCC pavement to induce cracking at pre-selected locations. Joint locations shall be shown on the Plans or as directed by the Engineer. Early entry saws should be utilized as soon as possible behind the rolling operation and set to manufacturer's recommendations. Conventionally cut control joints shall be saw cut to 1/4 depth of the compacted RCC pavement. Joints shall be saw cut as soon as those operations will not result in significant raveling or other damage to the RCC pavement.

### 6.9 Finishing.

6.9.1 Surface Smoothness. The finished surface of the RCC pavement, when tested with a 10 foot (3 meter) straight edge or crown surface template, shall not vary from the straight edge or template by more than 3/8 inch (10 mm) at any one point. When the surface smoothness is outside the specified surface tolerance the Contractor shall grind the surface to within the tolerance by use of self-propelled diamond grinders. Milling of the final surface is not acceptable, unless it is for the removal of the pavement.

6.9.2 Thickness. The thickness of the RCC pavement shall not deviate from that shown on the plans or as directed by the Engineer by more than minus 1/2 inch (12.5 mm). Pavement of insufficient thickness shall be removed and replaced the full depth. No skin patches shall be accepted.

6.9.3 When surface irregularities are outside the tolerances cited above, the contractor shall grind the surface to meet the tolerance at no additional cost to the Owner.

6.10 Curing. Immediately after final rolling and compaction testing, the surface of the RCC pavement shall be kept continuously moist for 7 days or until an approved curing method is applied.

6.10.1 Water Cure. Water cure shall be applied by water trucks equipped with misting spray nozzles, soaking hoses, sprinkler system or other means that will assure a uniform moist condition to the RCC. Application of this moisture must be done in a manner that will not wash out or damage the surface of the finished RCC pavement.

6.10.2 Curing Compound. The specified membrane curing compound shall be applied in two separate applications at right angles to one another, with the first coat being allowed to become tacky before the second is applied. This application must ensure a uniform void-free membrane across the entire RCC pavement. If the application rate is found to be excessive or insufficient, the Contractor, with approval of the Engineer, can decrease or increase the application rate to a level which achieves a void-free surface without ponding.

6.10.3 Sheet Materials. Curing paper, plastic and other sheet materials for curing RCC shall conform to ASTM C 171. The coverings shall be held securely in place and weighted to maintain a close contact with the RCC surface throughout the entire curing period. The edges of adjoining sheets shall be overlapped and held in place with sand bags, planking, pressure adhesive tape, or other Engineer-approved method.

6.11 Traffic. The Contractor shall protect the RCC from vehicular traffic during the curing period. Completed portions of the RCC pavement may be opened to traffic after seven days or as approved by the Engineer.

6.12 Maintenance. The Contractor shall maintain the RCC pavement in good condition until all work is completed and accepted. Such maintenance shall be performed by the Contractor at his own expense.

## 7. Measurement and Payment

7.1 Measurement. The work described in this document will be measured (1) in square yards (square meters) of completed and accepted RCC pavement as determined by the specified lines, grades and cross sections shown on the Plans and (2) in cubic yards (cubic meters) or tons (metric tons) of mixed and hauled RCC material.

### 7.2 Payment.

7.2.1 The work described in this document will be paid for at the contract unit price per square yard (square meter) of completed and accepted RCC pavement. The price shall include placement, compaction, curing, inspection and testing assistance and all other incidental operations. Also payment shall be made at the contract unit price per cubic yard (cubic meter) or ton (metric tons) of mixed and hauled RCC material. The price shall include mixing, hauling and all material costs. Such payment shall constitute full reimbursement for all work necessary to complete the RCC pavement.

7.2.2 Test Section. If a test section is constructed, it will be paid for on a lump sum basis. Such payment shall constitute full reimbursement for all materials, labor, equipment, mobilization, demobilization, and all other incidentals necessary to construct the Test Section in accordance with Section 6.2.

---

Portland Cement Association (PCA) is a not-for-profit organization and provides this publication solely for the continuing education of qualified professionals. THIS PUBLICATION SHOULD ONLY BE USED BY QUALIFIED PROFESSIONALS who possess all required license(s), who are competent to evaluate the significance and limitations of the information provided herein, and who accept total responsibility for the application of this information. OTHER READERS SHOULD OBTAIN ASSISTANCE FROM A QUALIFIED PROFESSIONAL BEFORE PROCEEDING.

PCA and its members make no express or implied warranty in connection with this publication or any information contained herein. In particular, no warranty is made of merchantability or fitness for a particular purpose. PCA and its members disclaim any product liability (including without limitation any strict liability in tort) in connection with this publication or any information contained herein.



**Portland Cement Association**  
5420 Old Orchard Road  
Skokie, Illinois 60077-1083  
847.966.6200 Fax 847.966.9781  
[www.cement.org](http://www.cement.org)

An organization of cement companies to improve and extend the uses of portland cement and concrete through market development, engineering, research, education, and public affairs work.

## Mix Design for Roller Compacted Concrete (RCC)

### Mix Proportions

Cement  
Fly Ash  
Water  
Fine Aggregate  
Course Aggregate\*

### Pounds/Cubic Yard

413  
138  
161 (w/c = 0.35)  
1802 (53.0% of Total Aggregate)  
1598 (47.0% of Total Aggregate)

\*Course Aggregate must meet requirements of Missouri Standard Specifications for Highway Construction (2011), Section 1005 (STATE ROCK).

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **APPENDIX E**

### **Results from Soil Borings**

Terracon conducted exploratory soil borings of the project areas and conducted laboratory tests of the soil samples. Findings from those borings and tests are included in this Appendix.

**THIS PAGE INTENTIONALLY LEFT BLANK**

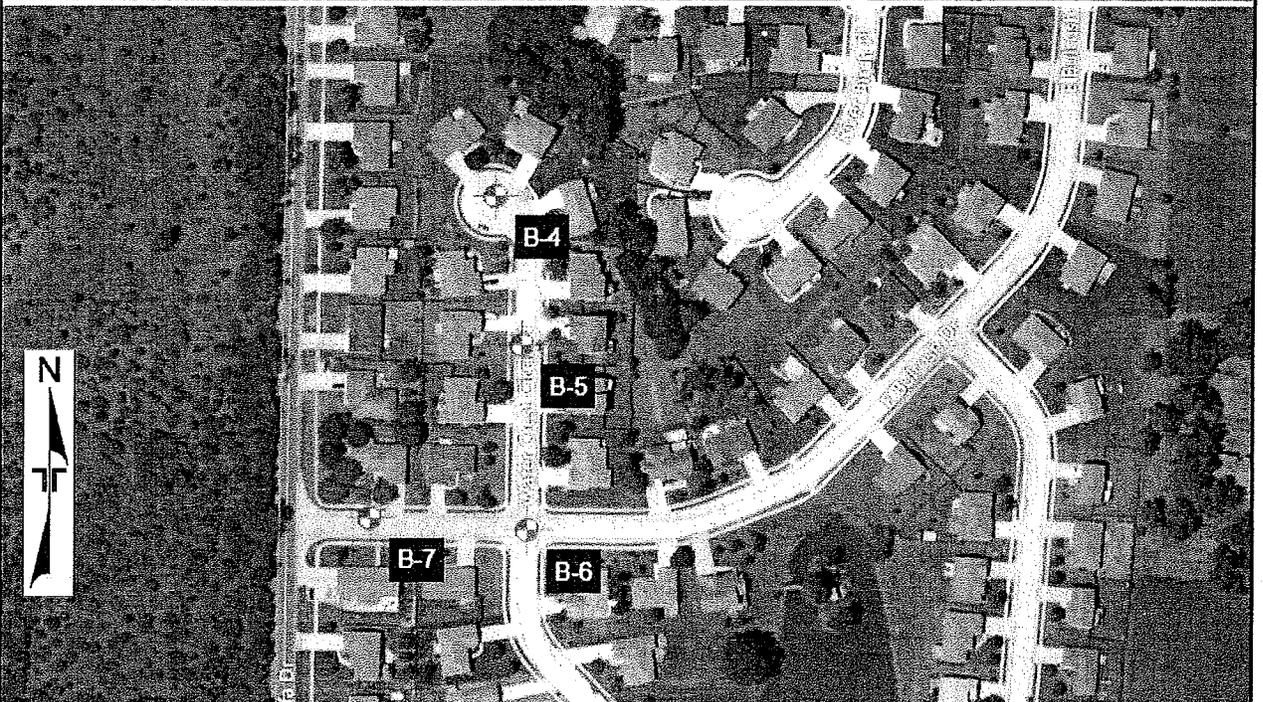


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager:	BWR	Project No.	09155050
Drawn by:	SM	Scale:	NTS
Checked by:	AGM	File Name:	09155050.A-1-2
Approved by:	AGM	Date:	1/15/2016

**Terracon**  
 3601 Mojave Ct. Suite A  
 Columbia, MO 65202

**EXPLORATION DIAGRAM**  
 Shalimar & Willowbrook Pavement Rehabilitation  
 E Shalimar Drive and East Alfalfa Drive  
 Columbia, Missouri

Exhibit  
**A-2**

# BORING LOG NO. B-1

**PROJECT:** Shalimar & Willowbrook Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** East Shalimar Drive and East Alfalfa Drive  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 39.00585° Longitude: -92.326643°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	DEPTH										
0.4	<b>Approx. 5 inches of concrete</b>										
3.0	<b>FILL - LEAN CLAY</b> , gray and brown				14	1	7000 (HP)	4556	18	108	35-14-21
5.0	<b>LEAN CLAY (CL)</b> , with fine sand, gray and brown, very stiff				21	2	5000 (HP)	4098	21	107	
	<b>Boring Terminated at 5 Feet</b>	5									

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

**Advancement Method:**  
Solid-Stem Auger

See Exhibit A-3 for description of field procedures.  
See Appendix B for description of laboratory procedures and additional data (if any).  
See Appendix C for explanation of symbols and abbreviations.

**Notes:**

**Abandonment Method:**  
Boring backfilled with soil cuttings and capped with similar material upon completion.

**WATER LEVEL OBSERVATIONS**

Groundwater not encountered



Boring Started: 12/30/2015

Boring Completed: 12/30/2015

Drill Rig: CME-550X

Driller: S.B.

Project No.: 09155050

Exhibit: A-3

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09155050.GPJ TERRACON2015.GDT 1/15/16

# BORING LOG NO. B-2

**PROJECT:** Shalimar & Willowbrook Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** East Shalimar Drive and East Alfalfa Drive  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 39.006707° Longitude: -92.325527°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	DEPTH										LL-PL-PI
0.4	<u>Approx. 5 inches of concrete</u>										
	<u>FILL - FAT CLAY</u> , with sand, brown and gray					16	1	5000 (HP)	3666	22	105
	trace crushed limestone, brown and gray					14	2	4000 (HP)		23	95
5.0	<b>Boring Terminated at 5 Feet</b>	5									

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

Advancement Method:  
Solid-Stem Auger

See Exhibit A-3 for description of field procedures.  
See Appendix B for description of laboratory procedures and additional data (if any).  
See Appendix C for explanation of symbols and abbreviations.

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and capped with similar material upon completion.

**WATER LEVEL OBSERVATIONS**  
Groundwater not encountered

**Terracon**  
3601 Mojave Court, Suite A  
Columbia, Missouri

Boring Started: 12/30/2015

Boring Completed: 12/30/2015

Drill Rig: CME-550X

Driller: S.B.

Project No.: 09155050

Exhibit: A-4

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09155050.GPJ TERRACON2015.GDT 1/15/16

# BORING LOG NO. B-3

**PROJECT:** Shalimar & Willowbrook Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** East Shalimar Drive and East Alfalfa Drive  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 39.006295° Longitude: -92.323981°	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
											LL-PL-PI	
	DEPTH											
	0.5 <b>Approx. 6 inches of concrete</b>											
	<b>LEAN CLAY (CL)</b> , with fine gravel, reddish brown and gray, stiff											
						24	1	7000 (HP)	3473	19	109	44-14-30
	brown and gray					24	2	7000 (HP)	3847	18	112	
	5.0 <b>Boring Terminated at 5 Feet</b>	5										

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

Advancement Method:  
Solid-Stem Auger

See Exhibit A-3 for description of field procedures.  
See Appendix B for description of laboratory procedures and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and capped with similar material upon completion.

See Appendix C for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

Groundwater not encountered



Boring Started: 12/30/2015

Boring Completed: 12/30/2015

Drill Rig: CME-550X

Driller: S.B.

Project No.: 09155050

Exhibit: A-5

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09155050.GPJ TERRACON2015.GDT 1/15/16

# BORING LOG NO. B-4

**PROJECT:** Shalimar & Willowbrook Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** East Shalimar Drive and East Alfalfa Drive  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 39.021233° Longitude: -92.301094°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
	DEPTH											
0.5	<b>Approx. 6 inches of concrete</b>											
	<b>LEAN CLAY (CL)</b> , with fine sand and fine gravel, brown and gray, very stiff											
						24	1	5500 (HP)	4913	21	109	49-15-34
						2		5927	20	107		
5.0	<b>Boring Terminated at 5 Feet</b>	5										

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

Advancement Method:  
Solid-Stem Auger

See Exhibit A-3 for description of field procedures.  
See Appendix B for description of laboratory procedures and additional data (if any).  
See Appendix C for explanation of symbols and abbreviations.

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and capped with similar material upon completion.

**WATER LEVEL OBSERVATIONS**

*Groundwater not encountered*



Boring Started: 12/30/2015

Boring Completed: 12/30/2015

Drill Rig: CME-550X

Driller: S.B.

Project No.: 09155050

Exhibit: A-6

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09155050.GPJ TERRACON2015.GDT 1/15/16

# BORING LOG NO. B-5

**PROJECT:** Shalimar & Willowbrook Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** East Shalimar Drive and East Alfalfa Drive  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 39.020747° Longitude: -92.300982°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
											LL-PL-PI
	DEPTH 0.4 <b>Approx. 5 inches of concrete</b>										
	<b>FAT CLAY (CH)</b> , with fine gravel, brown and gray, stiff to very stiff					16	1	6000 (HP)	3760	21	108
						2		5361	21	103	
	5.0 <b>Boring Terminated at 5 Feet</b>	5									

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

**Advancement Method:**  
Solid-Stem Auger

**Abandonment Method:**  
Boring backfilled with soil cuttings and capped with similar material upon completion.

See Exhibit A-3 for description of field procedures.  
See Appendix B for description of laboratory procedures and additional data (if any).  
See Appendix C for explanation of symbols and abbreviations.

**Notes:**

**WATER LEVEL OBSERVATIONS**  
*Groundwater not encountered*



**Terracon**  
3601 Mojave Court, Suite A  
Columbia, Missouri

Boring Started: 12/30/2015	Boring Completed: 12/30/2015
Drill Rig: CME-550X	Driller: S.B.
Project No.: 09155050	Exhibit: A-7

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09155050.GPJ TERRACON2015.GDT 1/15/16

# BORING LOG NO. B-6

**PROJECT:** Shalimar & Willowbrook Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** East Shalimar Drive and East Alfalfa Drive  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 39.020142° Longitude: -92.300959°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	DEPTH										LL-PL-PI
0.4	<b>Approx. 5 inches of concrete</b> <b>FILL - LEAN CLAY</b> , with sand, gray and brown										
20						1	5000 (HP)	4115	18	106	43-17-26
	with crushed limestone					24	3000 (HP)		20	107	
5.0	<b>Boring Terminated at 5 Feet</b>	5									

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

Advancement Method:  
Solid-Stem Auger

See Exhibit A-3 for description of field procedures.  
See Appendix B for description of laboratory procedures and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and capped with similar material upon completion.

See Appendix C for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

*Groundwater not encountered*



Boring Started: 12/30/2015

Boring Completed: 12/30/2015

Drill Rig: CME-550X

Driller: S.B.

Project No.: 09155050

Exhibit: A-8

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09155050.GPJ TERRACON2015.GDT 1/15/16

# BORING LOG NO. B-7

**PROJECT:** Shalimar & Willowbrook Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** East Shalimar Drive and East Alfalfa Drive  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 39.020181° Longitude: -92.301611°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
											LL-PL-PI
0.4	Approx. 5 inches of concrete										
5.0	FILL - LEAN CLAY, with fine sand, gray and brown  with fine gravel	5				20  24	1  2	4000 (HP)  5000 (HP)	4805  2759	20  24	111  103
	<i>Boring Terminated at 5 Feet</i>										

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

**Advancement Method:**  
Solid-Stem Auger

**Abandonment Method:**  
Boring backfilled with soil cuttings and capped with similar material upon completion.

See Exhibit A-3 for description of field procedures.  
See Appendix B for description of laboratory procedures and additional data (if any).  
See Appendix C for explanation of symbols and abbreviations.

**Notes:**

**WATER LEVEL OBSERVATIONS**  
Groundwater not encountered



3601 Mojave Court, Suite A  
Columbia, Missouri

Boring Started: 12/30/2015	Boring Completed: 12/30/2015
Drill Rig: CME-550X	Driller: S.B.
Project No.: 09155050	Exhibit: A-9

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09155050.GPJ TERRACON2015.GDT 1/15/16

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the 19th day of July 20 16

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

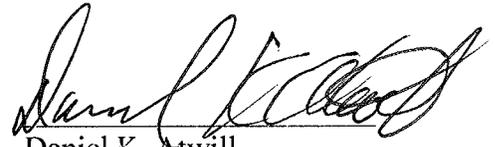
Now on this day the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Services Agreement between Boone County, by and through the Boone County Sheriff's Department, and the Macon County Sheriff's Department.

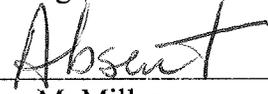
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said K-9 Basic Training Services Agreement.

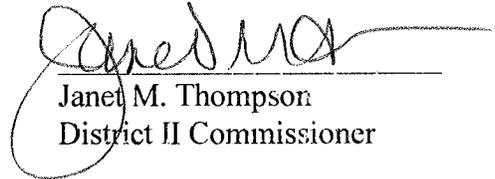
Done this 19th day of July, 2016.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**COOPERATIVE AGREEMENT  
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 20th day of June, 2016, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Macon County Sheriff's Department (Agency):

**WHEREAS**, BCSD can provide K-9 basic training through its certified K-9 training staff; and

**WHEREAS**, BCSD can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

**WHEREAS**, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSD's K-9 basic training program; and

**WHEREAS**, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSD agrees to provide Agency's K-9 handler and canine basic training by and through BCSD's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to marijuana, cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSD's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.

- 5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 25th day of June, 2016, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
- 6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
- 7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
- 8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
- 9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Macon County Sheriff's Office

By: Sheriff Kevin Shoemaker

Printed Name: Kevin Shoemaker

Dated: 6-23-16

ATTEST:

\_\_\_\_\_

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Dated: 7-19-16

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

APPROVED – BCSD:  
Dwayne Carey  
Dwayne Carey, Sheriff

APPROVED AS TO FORM:  
C.J. Dykhouse  
C.J. Dykhouse, Boone County Counselor

CERTIFICATION:  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
June Pritchard by 07/11/2016 - No Encumbrance Required  
Auditor Date

Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

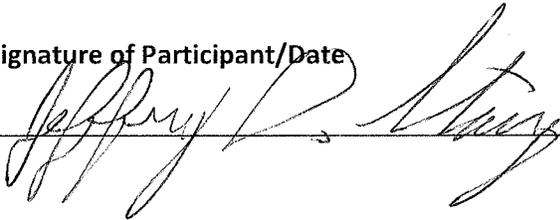
ASSUMPTION OF RISKS: I acknowledge that participation in the \_K-9 Base Dog/Handler Training Program\_ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 08/23/16

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the 19th day of July 20 16

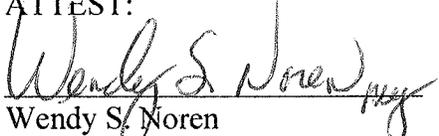
the following, among other proceedings, were had, viz:

Now on the day the County Commission of the County of Boone does hereby approve the attached extension agreement and extension of the Letter of Credit No. 2100500480 between the County of Boone and Sara Potterfield.

The terms of the agreement are stipulated in the attached extension agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

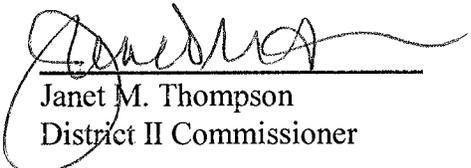
Done this 19th day of July, 2016.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**EXTENSION AGREEMENT**  
**\$34,609.00 Letter of Credit – Sara Potterfield Horse Barn**

THIS AGREEMENT, effective July 15, 2016, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Sara Potterifeld, an individual, herein “Owner” and Landmark Bank, herein “Bank.”

WHEREAS, Owner is constructing a new horse <sup>Barn ST</sup> herein “Project”; and

WHEREAS, Bank has issued an Irrevocable Letter of Credit to County on behalf of Owner, dated July 15, 2014, in the amount of \$34,609.00 to secure stormwater improvements associated with the Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on July 15, 2016; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to July 15, 2018 <sup>ST</sup>

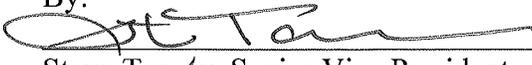
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Landmark Bank Letter of Credit dated July 15, 2014, in the amount of \$34,609.00, with an expiration date of July 15, 2016, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the July 15, 2014 Letter of Credit such that the new expiration date will be July 15, 2018 <sup>ST</sup>
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

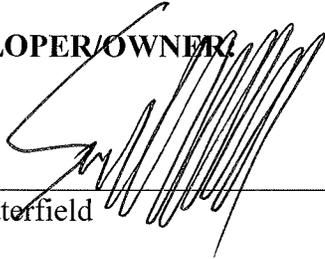
**LANDMARK BANK:**

By:

  
\_\_\_\_\_  
Steve Tansley, Senior Vice President  
2

**DEVELOPER/OWNER:**

By:

  
\_\_\_\_\_  
Sara Potterfield

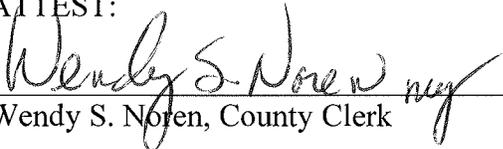
**BOONE COUNTY:**

(Commission Order : 341-2016 )

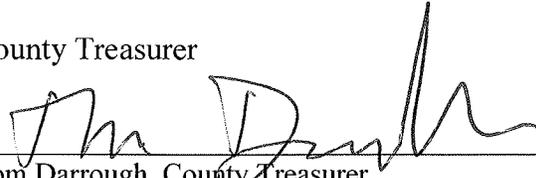
By:

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

County Treasurer

  
\_\_\_\_\_  
Tom Darrough, County Treasurer

**APPROVED BY:**

  
\_\_\_\_\_  
Stan Shawver, Director  
Boone County Resource Management

**Approved as to legal form:**

by:   
\_\_\_\_\_  
Charles J. Dykhouse, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 14

County of Boone

} ea.

In the County Commission of said county, on the

29th

day of July

20 14

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

Now on this day the County Commission of the County of Boone does hereby accept the Security Agreement and Letter of Credit for construction of a new horse barn at 4000 North Caruthers Ave., Columbia, MO. It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Stormwater Erosion and Sediment Control Security Agreement.

Done this 29th day of July, 2014.

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

ORIGINAL



IRREVOCABLE LETTER OF CREDIT  
NO. 2100500480  
DATE: 7/15/14

Amount: \$34,609.00

County of Boone  
Attn: Director, Resource Management  
801 E Walnut St, Rm. 315  
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on Landmark Bank for the account of Sara Potterfield up to an aggregate amount of \$ 34,609.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Landmark Bank Letter of Credit #2100500480 Dated 7/15/14."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before 7/15/14, provided further that upon such expiration, either at 7/15/16, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

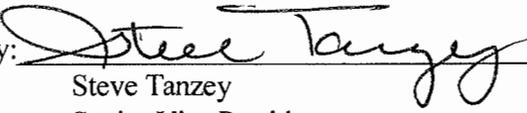
This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Landmark Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:   
Steve Tanzey  
Senior Vice President

## Stormwater Erosion and Sediment Control Security Agreement

Date: 7/15/14

Developer/Owner Name: Sara Potterfield  
Address: 4000 North Caruthers Ave., Columbia, MO 65202

Development: New Horse Barn Construction

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at the Sara Potterfield Horse Barn. The SWPPP and ESC was prepared by Crockett Engineering on April 18, 2014.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 7-15-2016, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$34,609.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- U Cash deposit with County Treasurer
- X Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- U Certificate of Deposit issued by Boone County Bank for a term of XX months.
- U Corporate surety bond issued to Boone County, Missouri

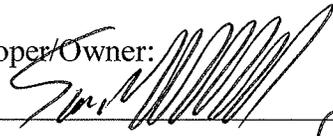
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to 7-15-2016, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on 7-15-2016, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: 

Printed Name: Sara Potterfield

Title: Owner

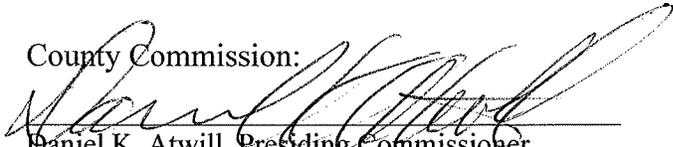
**BOONE COUNTY, MISSOURI:**

Department of Resource Management

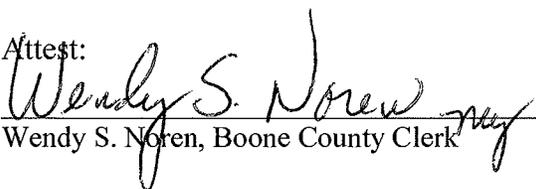


Stan Shawver, Director Resource Management

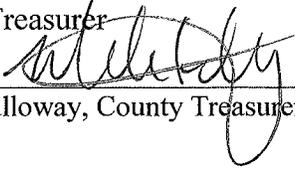
County Commission:

  
Daniel K. Atwill, Presiding Commissioner

Attest:

  
Wendy S. Noren, Boone County Clerk

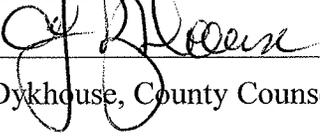
County Treasurer



---

Nicole Galloway, County Treasurer

Approved as to form:



---

C.J. Dykhouse, County Counselor



July 15, 2016

County of Boone  
Attn: Director, Resource Management  
801 E Walnut St, Rm. 315  
Columbia, MO 65201

**ORIGINAL**

RE: Amendment of Irrevocable Letter of Credit No. 2100500480

Whereas on 7/15/14, Landmark Bank, N.A. issued Irrevocable Letter of Credit No. 2100500480 in the amount of \$34,609.00, to expire 7/15/16 between the following parties:

Issuing Bank: Landmark Bank, N.A.  
801 E Broadway  
Columbia, MO 65201

Customer: Sara Potterfield  
4000 N Caruthers Ave  
Columbia, MO 65202

Beneficiary: County of Boone  
801 E Walnut St  
Columbia, MO 65201

Now, therefore, Landmark Bank, N.A. agrees to amend said irrevocable letter of credit as follows:

The expiration date will be 7/15/18

In all other respects, the provisions and conditions are hereby ratified and confirmed.

Sincerely,

A handwritten signature in black ink that reads "Steve Tanzey".

Steve Tanzey  
Senior Vice President