

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 28th day of July 20 15

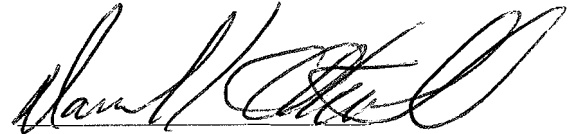
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Darren and Katie Nickerson to rezone from A-1 (Agriculture) to A-2P (Planned Agriculture) and approve a Review Plan for Nickerson Estates on 10.73 acres, more or less, located at 7400 S Warren School Rd., Columbia.

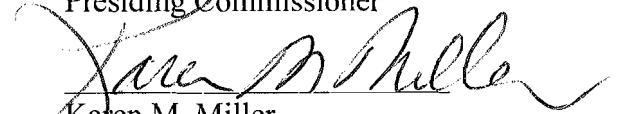
Done this 28th day of July, 2015.

ATTEST:

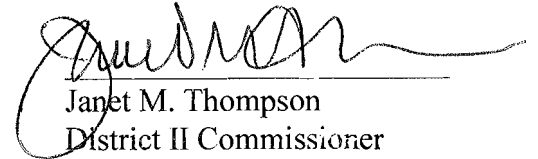
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

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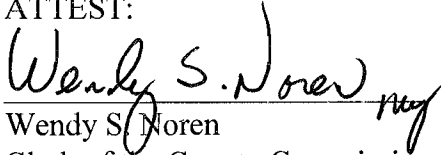
In the County Commission of said county, on the 28th day of July 20 15
 the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following for property located on 1.56 acres at 5020 N. Route Z, Columbia, MO:

- Request by SUERONDOW Farms LLC to rezone from A-1 (Agriculture) to M-LP (Planned Industrial)
- Review plan for SUERONDOW Farms LLC with the following conditions:
 1. Dust-free surfacing (minimum chip and seal) will be required on the access drive and circulation areas of the proposal.
 2. Construction will be to the standards of the building and fire codes as administered by the Boone County Building Inspection Department and Boone County Fire Protection District.

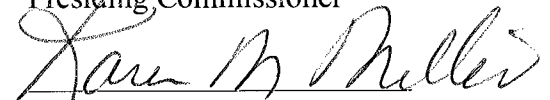
Done this 28th day of July, 2015.

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

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In the County Commission of said county, on the 28th day of July 20 15

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

Now on this day the County Commission of the County of Boone does hereby **approve** a petition submitted by David W. Day to vacate and replat lots 4A and 4B of East Locust Grove Subdivision as shown in Plat Book 34 Page 63 of Boone County Records, located at 6100 E Locust Grove Dr., Columbia.

Said vacation is not to take place until the re-plat is approved.

Done this 28th day of July, 2015.

ATTEST:

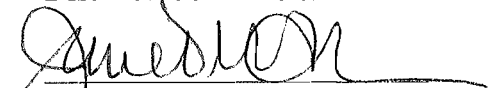
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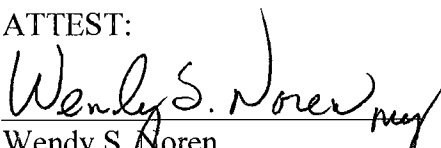
In the County Commission of said county, on the 28th day of July 20 15
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

1. West Summitt. S35-T50N-R13W. A-2. Robert and Angela Enochs, owners. Steven R. Proctor, surveyor.
2. Chitwood Plat 2. S29-T51N-R11W. A-2. Michael and Marla Fuller, owners. Donald E. Bormann, surveyor.
3. CRB. S13-T46N-R12W. A-2. Brian Anderson, owner. Steven R. Proctor, surveyor.
4. Melloway Farms. S19-T50N-R11W. A-2. Homer Lee Phillips, Jr., owner. Kevin M. Schweikert, surveyor.
5. Kurzejeski. S32-T48N-R13W. R-S. Kurzejeski Family Revocable Trust, owner. Kevin M. Schweikert, surveyor.
6. South Town Estates. S23-T50N-R12W. A-R. Kevin and Deborah George, owners. Jay Gebhardt, surveyor.
7. Forevergreen Estates Plat 2. S24T-48N-R14W. A-2. Jeffrey and Tracey Herigon, owners. James R. Jeffries, surveyor.
8. Gilmore Hollow. S35-T46N-R12W. A-2. Jane Armer, owner. James R. Jeffries, surveyor.
9. Benish. S1-T49N-R12W. A-2. Donn and Judith Benish, owners. Kevin M. Schweikert, surveyor.

Done this 28th day of July, 2015.

ATTEST:

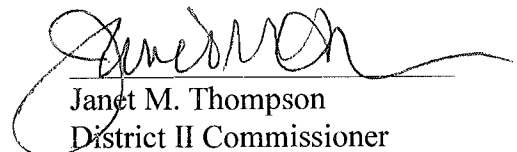

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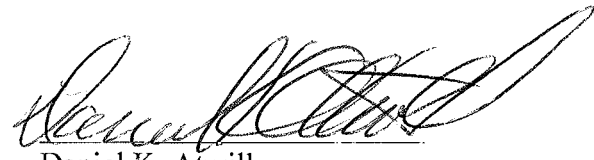
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Joint Storm Water Management Plan, and authorizes the Presiding Commissioner to sign Form L - Application for Co-Permittee Small MS4 General Permit and Form M - Application for Storm Water Permit.

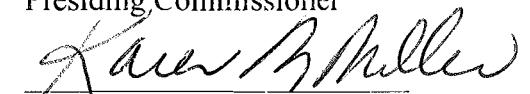
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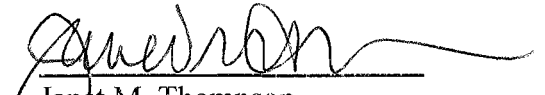
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District I Commissioner



Janet M. Thompson
District II Commissioner



JOINT STORMWATER MANAGEMENT PROGRAM

MS4 PERMIT #MO-0136557

Coverage for:

Boone County, Missouri

Columbia, Missouri

University of Missouri (MU)

Prepared by:

Boone County Resource Management

Columbia Public Works Department

MU Department of Environmental Health and Safety

July 2015

JOINT STORMWATER MANAGEMENT PROGRAM

Boone County/Columbia/MU

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4.1 REQUIREMENTS

This Joint Stormwater Management Plan (SWMP) has been developed in accordance with The Stormwater Phase II Final Rule requirements specified in section 4.1.4 of the site-specific permit MO-0136557 for discharges from small regulated Municipal Separate Storm Sewer Systems (MS4s), as well as per state regulation 10 CSR 20-6.200 and federal regulations 40 CFR Parts 9 and 122. The three co-permittees, Boone County, Columbia and MU, have developed and implemented this program in order to protect water quality and effectively reduce stormwater pollutant runoff within their respective jurisdictions to the maximum extent practicable. MU will serve as the coordinating authority for this joint SWMP; however, MU does not have regulatory authority over either of the other co-permittees. Responsibility for implementation of all MCMs will be shared jointly among the three co-permittees. This plan will be reviewed on an annual basis and updated as necessary.

IN ACCORDANCE WITH SECTION 4.1 OF THE PERMIT:

- Good housekeeping practices will be followed to prevent solid waste from entering waters of the state to the maximum extent practicable,
- Fueling facilities will adhere to underground storage and spill prevention regulations, including Spill Prevention Control and Countermeasures (when applicable),
- Substances regulated by the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act will be managed accordingly,
- All paints, solvents, petroleum products and waste products will be stored so that these materials are not exposed to stormwater,
- Containment systems will be constructed of materials compatible with the substances contained and shall prevent the contamination of groundwater.

This plan contains Best Management Practices (BMPs) and Measurable Goals (MGs) for the six Minimum Control Measures (MCMs) described in Section 4.2 of the permit. Measurable goals are selected to evaluate the effectiveness of individual control measures and the stormwater management program as a whole.

BMPs will be described as follows:

BMP: Best Management Practice

MG: Measurable Goal (Responsible Permittee—Status)

BACKGROUND INFORMATION

POPULATION AND LAND USE:

Boone County has a population of 162,642 (2010 US census). The largest city is Columbia, with a population over 108,000. Columbia is fifth largest city, and the second fastest growing community in Missouri. The City's current land mass is over 60 mi², with an annexation rate of 0.6 mi² per year.

Columbia is the home of the University of Missouri, with more than 35,000 students, as well as Stephens College (1,750 students) and Columbia College (1,082 daytime students only). Other towns in Boone County include Centralia (4,027), Ashland (3,707), Hallsville (1,491, Sturgeon (872) Rocheport (239), Harrisburg (266), and Hartsburg (103), and Pierpont (76), McBaine (10) and Huntsdale (32).

Approximately 27% of the population lives in the rural areas of Boone County. According to the 2012 US Agriculture Census, there are over 1,100 farms in the county with an average size of 206 acres. The total land used for farming is almost 241,000 acres.

CLIMATE:

The average winter temperature is 29.6° F. In summer, the average temperature is 74.7° F and the average daily maximum of 85.9° F. The highest recorded temperature of 116 degrees occurred on July 15, 1954.

The total annual precipitation is 38.94 inches. The heaviest recorded 1-day rainfall was 5.37 inches on August 12, 1993. Thunderstorms are common from May to August. The average seasonal snowfall is 22.4 inches. During the three year period between January 1, 2008 and December 31, 2010 annual precipitation was more than 14 inches higher than average. (56.98, 53.15, and 53.50 respectively)

The average relative humidity in mid-afternoon is about 60%. Humidity is higher at night, peaking at dawn with an average of 83%. It is sunny 66% of the time in summer and 49% of the time in winter. The growing season in Boone County is 192 days. The first frost is around October 19th, while the last frost is around April 10th. (Boone County Soil Survey, 2005)

HYDROLOGY:

Boone County is bordered by the Missouri River on the southwest, and by Cedar Creek on the east. There are twenty-three sub-basins that are entirely or partially within the county boundaries. Drainage is mainly towards the Missouri River, from northeast to southwest. However, the extreme northeastern section of the county (Centralia) flows towards the Salt River. The largest watershed is Perche Creek which drains more than 70% of the landmass. Hinkson Creek, a 90 mi² watershed, is the single largest contributor to Perche Creek.

Hinkson is fed by Grindstone Creek, Flat Branch, Hominy Branch, County House Branch, Meredith Branch, and Mill Creek. More than 90,000 people live in the Hinkson Creek Watershed.

Between Columbia and Ashland is the Bonne Femme Watershed. This area is well known for Karst topography, with numerous caves, sinkholes and losing streams. The area also contains several state parks. The Bonne Femme feeds the cave system for the Devil's Icebox, and Rockbridge State Park. Also in this area is Three Creeks Conservation Area, maintained by the Missouri Department of Conservation. The streams running through these parks are designated as State Resource Waters.

WATER QUALITY AND TMDLs IN BOONE COUNTY:

Several area streams do not support warm water aquatic life or whole body contact recreation. These streams have been listed on the State's List of Impaired Waters as required by section 303(d) of the Clean Water Act (CWA). Once a waterbody is listed, then a Total Maximum Daily Load (TMDL) must be developed to set the maximum amount of pollution that can enter the stream and still maintain water quality standards. The following table shows the waterbodies in Boone County that are on the 2014 Impaired Waters List (Section 303(d)).

| Waterbody Name | Pollutant | Source | Miles/acres impaired | TMDL |
|--------------------------|-----------|-----------------|----------------------|-----------|
| Bonne Femme Creek | Bacteria | Rural NPS | 14.8 | |
| Cedar Creek | Unknown | Unknown | 37.4 | |
| Little Bonne Femme Creek | Bacteria | Unknown | 9.0 | |
| Bass Creek | Bacteria | Rural NPS | 4.4 | |
| Foster Creek | Ammonia | Ashland WWTP | 0.5 | |
| Fowler Creek | Low D.O. | Unknown | 6.0 | |
| Gans Creek | Bacteria | Unknown | 5.5 | |
| Grindstone Creek | Bacteria | Urban/Rural NPS | 2.5 | |
| Hinkson Creek | Unknown | Urban Runoff | 18.0 | Developed |
| Hinkson Creek | Bacteria | Urban/Rural NPS | 18.8 | |

| | | | | |
|-------------------|----------|----------------|------|--|
| Hominy Branch | Bacteria | Runoff-various | 1.0 | |
| Turkey Creek | Bacteria | Unknown | 6.3 | |
| Lake of the Woods | Mercury | Atmospheric | 1.3 | |
| Philips Lake | Mercury | Atmospheric | 32.0 | |

In streams where the identified pollutant is bacteria, the sources could be from wildlife or agriculture in the rural areas, leaky septic systems, sanitary sewer or lagoon overflows, or cross connected pipes in the suburban areas.

According to the 2012 National Agricultural Statistics Service (NASS) there were 19,150 head of cattle, 10,599 hogs and pigs, 1,749 sheep, 1,460 goats, 2,924 horses and ponies and 14,674 poultry in the county, .

The Central Missouri Humane Society estimates that approximately 55,000 dogs reside in Columbia Missouri.

4.2 MINIMUM CONTROL MEASURES

MCM 1: PUBLIC EDUCATION AND OUTREACH

An informed and knowledgeable community is a key component to the success of a stormwater management program. The public education and outreach component coordinates a variety of activities and partners to support all the minimum control measures. Education and outreach is the backbone to a comprehensive stormwater management program that educates the public in many formats and on a variety of levels. Outreach can be printed material, online material, activities, training and events. Those receiving the education can be school kids, college kids, employees, interest groups, elected officials and the general public. Connecting water quality to our everyday activities through a variety of elements can affect change in behavior and awareness.

Permit Requirement: Implement a coordinated public education program which involves the distribution of educational materials to the community, or equivalent outreach activities about the impacts of stormwater discharges on water bodies and steps the public can take to reduce pollutants in the stormwater runoff.

This requirement continues to be met by each of the three co-permittees with the following BMPs and associated Measurable Goals.

BMP: Distribute educational materials to the community

MG: Identify target audience (All Permittees—Completed)

MG: Select topics for each calendar year, develop and distribute outreach materials, including hazards associated with illegal discharges and improper disposal of waste

(All Permittees—Ongoing)

BMP: Conduct outreach activities about the impacts of stormwater runoff

MG: Identify target audience (All Permittees—Completed)

MG: Select topics for each calendar year, schedule and present outreach activities
(All Permittees—Ongoing)

MCM 2 - PUBLIC INVOLVEMENT/PARTICIPATION

The public has a role in the success of a stormwater management program. The public can participate through public hearings and public meetings. The public has the opportunity to be involved in various stormwater quality awareness and improvement activities. Furthermore, a developing avenue for participation and involvement is interaction through social media.

Permit Requirement: Implement an effective public involvement/participation program that complies with State and local public notice requirements.

This requirement continues to be met by each of the three co-permittees with the following BMPs and associated Measurable Goals.

BMP: Implement an effective public involvement/participation program that complies with State and local public notice requirements.

MG: Observe all public notice requirements (All Permittees—Ongoing)

MG: Hold public hearings/stakeholder meetings when properties are annexed or request a change in zoning, during the platting process, and throughout the project design stage (All Permittees—Ongoing)

MG: Annually publicize the Campus Master Plan, which identifies planning principles and includes current and proposed construction projects (MU—Ongoing)

MG: Select targeted topic for each calendar year, schedule and present public involvement/participation activities (All Permittees—Ongoing)

MG: Establish and maintain social networks and websites for promotion of public involvement and participation— (All Permittees—Ongoing)

MCM 3 - ILLICIT DISCHARGE DETECTION AND ELIMINATION

Illicit discharges enter the system through either direct or indirect connections. Direct connections are usually vehicular accidents and first responders continue to be educated on clean up techniques. Other direct connections happen mistakenly and require education on the spot. A robust program to detect and address indirect wastewater connections is underway. The necessary legal measures are in place to prohibit and enforce illicit discharges. Addressing indirect wastewater connections and educating the public continue to be primary activities for this measure.

Permit Requirement: Develop, implement and enforce a program to detect and eliminate illicit discharges into the regulated MS4. The responsibility will be shared jointly among the three co-permittees.

This requirement continues to be met by each of the three co-permittees with the following BMPs and associated Measurable Goals.

BMP: Develop, implement, and maintain a storm sewer map

MG: Develop and implement a storm sewer map (All Permittees—Completed)

MG: Update as necessary (All Permittees—Ongoing)

BMP: Effectively prohibit, through ordinance, or other regulatory mechanism, non-stormwater discharges into the storm sewer system and implement appropriate enforcement procedures and actions

MG: Develop IDDE Ordinance/Regulatory Mechanism (All Permittees—Completed)

MG: Implement and enforce IDDE Ordinance/Regulatory Mechanism (All Permittees—Ongoing)

BMP: Develop a plan and implementation schedule to detect and address non-stormwater discharges, including discharges from illegal dumping and spills to the MS4

MG: Implement plan to detect and address non-stormwater discharges which may include on-site visual inspections, smoke and dye testing, closed circuit television (CCTV) inspections as well as public watch and reporting programs with established hotlines (All Permittees—Ongoing)

BMP: Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste

MG: Include this information as an element in the outreach, education and municipal training programs (All Permittees—Ongoing)

BMP: Address certain categories of non-stormwater discharges or flows only if the permittees identify them as significant contributors of pollutants to the MS4

MG: Evaluate occasional incidental non-stormwater discharges on a case-by-case basis by to determine whether such discharges may appropriately be directed to the storm sewer system. The co-permittees have not identified any of the listed non-stormwater discharges as significant contributors to the regulated MS4

(All Permittees—Ongoing)

MCM 4 - CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

Construction site runoff is a publicly visible element of the stormwater management program. Regulatory mechanisms are in place to control construction site runoff. Site plan review and inspections for construction site runoff control are ongoing. Each permittee continues to refine internal procedures for inspection and enforcement. Public concerns that are received are inspected in a timely manner.

Permit Requirement: Develop, implement and enforce a program that reduces pollutants in stormwater runoff to the MS4 from construction activities that result in a land disturbance of greater than or equal to one acre.

This requirement continues to be met by each of the three co-permittees with the following BMPs and associated Measurable Goals.

BMP: Implement an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State or local law.

MG: Require MDNR Land Disturbance Permit for sites one acre and greater
(All Permittees—Ongoing)

MG: Develop ESC/Land Disturbance Ordinance/Regulatory Mechanism
(All Permittees—Ongoing)

MG: Implement ESC/Land Disturbance Ordinance/Regulatory Mechanism (City Chapter 12 Land Disturbance Ordinance, County Chapter 24 Erosion and Sediment Control Ordinance, MU Business Policy and Procedure Manual Chapter 7, Section 7.001) (All Permittees—Ongoing)

BMP: Require construction site operators to implement appropriate erosion and sediment control best management practices.

MG: Implement Stormwater Design Manual (All permittees—Completed)

BMP: Implement procedures for site plan review which incorporate consideration of potential water quality impacts; require construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste at the construction site that may cause adverse impacts to water quality.

MG: Require and review Stormwater Pollution Prevention Plans (SWPPPs)
(All Permittees—Ongoing)

BMP: Implement procedures for receipt and consideration of information submitted by the public

MG: Hold public hearings/stakeholder meetings (All Permittees—Ongoing)

BMP: Implement procedures for site inspection and enforcement of control measures

MG: Conduct site inspections (All Permittees—Ongoing)

MCM 5 - POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

The necessary regulatory mechanisms are in place to require post construction runoff control for all new development. Opportunities to retrofit post construction runoff controls are identified and implemented when possible. Maintenance of structural BMPs (Best Management Practices) is a critical component to the success of post construction runoff controls. Inventory and inspection of BMPs encourage proper maintenance which supports pollutant and runoff reductions.

Permit Requirement: Develop, implement and enforce a program to address the quality of stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre. This includes projects less than one acre which are part of a larger common plan for development or sale that discharge into the regulated MS4.

This requirement continues to be met by each of the three co-permittees with the following BMPs and associated Measurable Goals.

BMP: Develop strategies combining structural and/or non-structural BMPs to improve the quality of stormwater runoff

MG: Identify structural and non-structural strategies (All Permittees—Ongoing)

MG: Implement strategies by developing a Stormwater Management/Water Quality Manual or equivalent (All Permittees—Ongoing)

BMP: Develop an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects

MG: Implement Stormwater Management Ordinance/Regulatory Mechanism
(All Permittees-Ongoing)

MG: Implement Stream Buffer Ordinance (All Permittees—Ongoing)

BMP: Ensure adequate long-term operation and maintenance of BMPs

MG: Maintain an inventory list of BMPs (All Permittees—Ongoing)

MG: Establish and maintain an operation and maintenance schedule of post-construction BMP's (All Permittees—Ongoing)

MCM 6 - POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

Municipal and University employees receive regular training on maintaining facilities and properly using and storing potential pollutants. In addition to training, operations personnel continue to improve road salt application methods, street sweeping procedures and site maintenance to reduce pollutants to our waterways. Pollution prevention opportunities are extended to the greater community through household hazardous waste drop offs, recycling programs and education and outreach efforts.

Permit Requirement: Develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing and/or reducing pollutant runoff from municipal operations, including those not currently required to be permitted as associated with industrial activities. The program must include employee training to prevent and reduce storm water pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and storm water system maintenance.

This requirement continues to be met by each of the three co-permittees with the following BMPs and associated Measurable Goals.

BMP: Develop and implement operation and maintenance program

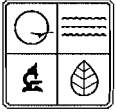
MG: Establish operation and maintenance schedule (All Permittees—Ongoing)

BMP: Develop training component

MG: Identify employees to train (All Permittees—Ongoing)

MG: Develop and continually update training presentation(s); include hazards associated with pollution prevention/good housekeeping. (All Permittees—Ongoing)

MG: Schedule and conduct Pollution Prevention training (All Permittees—Ongoing)



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM, WATER POLLUTION BRANCH
PO BOX 176 JEFFERSON CITY, MO 65102

**FORM M – APPLICATION FOR STORM WATER PERMIT (FORM K OR L MUST BE INCLUDED)
UNDER THE GENERAL PERMIT: SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)**

| |
|---|
| 1. NAME OF MUNICIPALITY/AREA(S) TO BE COVERED BY THIS PERMIT City of Columbia / County of Boone / University of Missouri |
| 2. PHYSICAL LOCATION OF MUNICIPALITY/AREA(S) (ADDRESS ASSIGNED) See Attached |
| 3. TOTAL AREA OF MUNICIPALITY/AREA (S) ____ ACRES OR ____ SQUARE MILES. See Attached |
| 4. A STORM WATER MANAGEMENT PROGRAM (SWMP) MUST BE DEVELOPED FOR THIS MUNICIPALITY/AREA. (THIS PROGRAM MUST BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS & GUIDELINES SPECIFIED WITHIN THE GENERAL PERMIT FOR STORM WATER DISCHARGES FROM MS4 ACTIVITIES. THE APPLICATION WILL BE CONSIDERED INCOMPLETE IF THE SWMP HAS NOT BEEN DEVELOPED IN ACCORDANCE WITH THE TERMS OF THE GENERAL PERMIT. A COPY OF THE SWMP MUST BE SUBMITTED ALONG WITH THIS APPLICATION.) |
| 5. SUMMARIZE THE MEASURES FROM THE SWMP THAT WILL BE USED FOR PUBLIC EDUCATION AND OUTREACH. (ATTACH ADDITIONAL SHEETS IF NECESSARY) <u>See Attached MCM 1 Table</u> |
| 6. SUMMARIZE THE MEASURES FROM THE SWMP THAT WILL BE USED FOR PUBLIC INVOLVEMENT AND PARTICIPATION. (ATTACH ADDITIONAL SHEETS IF NECESSARY) <u>See Attached MCM 2 Table</u> |
| 7. SUMMARIZE THE MEASURES FROM THE SWMP THAT WILL BE USED FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION. (ATTACH ADDITIONAL SHEETS IF NECESSARY) <u>See Attached MCM 3 Table</u> |
| 8. SUMMARIZE THE MEASURES FROM THE SWMP THAT WILL BE USED FOR CONSTRUCTION SITE STORM WATER RUNOFF CONTROL. (ATTACH ADDITIONAL SHEETS IF NECESSARY) <u>See Attached MCM 4 Table</u> |

9. SUMMARIZE THE MEASURES FROM THE SWMP THAT WILL BE USED FOR POST CONSTRUCTION STORM WATER MANAGEMENT. (ATTACH ADDITIONAL SHEETS IF NECESSARY)

See Attached MCM 5 Table

10. SUMMARIZE THE MEASURES FROM THE SWMP THAT WILL BE USED FOR POLLUTION PREVENTION AND GOOD HOUSEKEEPING. (ATTACH ADDITIONAL SHEETS IF NECESSARY)

See Attached MCM 6 Table

11. THE MUNICIPALITY/AREA(S) IS WITHIN 100 FEET OF: (CHECK EACH THAT APPLIES) FOR THOSE IDENTIFIED AS PRESENT, PLEASE IDENTIFY THEIR LOCATION IN AN ATTACHMENT.

WATER CLASSIFIED IN CSR 20-7.031 WATER QUALITY STANDARD AS A PUBLIC DRINKING WATER SUPPLY LAKE (L1), OUTSTANDING NATIONAL OR STATE RESOURCE WATERS, OR STREAMS DESIGNATED FOR COLD-WATER SPORT FISHERY;

STREAMS, LAKES, OR RESERVOIRS IDENTIFIED AS CRITICAL HABITAT FOR ENDANGERED SPECIES AS DETERMINED BY THE MISSOURI DEPARTMENT OF CONSERVATION AND/OR THE US FISH AND WILDLIFE SERVICE; OR

12. IS THE DISCHARGE FROM THE MS4 WITHIN 100 FEET OF WATERS CLASSIFIED AS MAJOR RESERVOIRS (L2) OR PERMANENT FLOW STREAMS (P), EXCEPT THE MISSOURI AND MISSISSIPPI RIVERS, OR WITHIN TWO STREAM MILES UPSTREAM OF BIOCRITERIA REFERENCE LOCATIONS AS DEFINED IN 10 CSR 20, CHAPTER 7?

YES NO

IF YES, PLEASE LIST THESE RECEIVING WATERS IN AN ATTACHMENT.

13. IS ANY PART OF THE AREA(S) DEFINED AS WETLAND?

YES NO

NOTE: A CLEAN WATER ACT, SECTION 404 PERMIT MAY BE REQUIRED FOR THE DEVELOPMENT IN WETLAND AREA(S) FROM THE US ARMY CORPS OF ENGINEERS.

14. DOES ANY OF THE STORM WATER DISCHARGE TO A SINKHOLE, LOSING STREAM, OR ANY OTHER TOPOGRAPHICAL FEATURE THAT WOULD BE A DIRECT CONDUIT TO GROUND WATER?

YES NO

IF YES, PLEASE IDENTIFY THE LOCATION(S) OF THESE GEOLOGIC FEATURES IN AN ATTACHMENT.

15. I CERTIFY THAT I AM FAMILIAR WITH THE INFORMATION CONTAINED IN THIS APPLICATION, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUCH INFORMATION IS TRUE, COMPLETE AND ACCURATE, AND IF GRANTED THIS PERMIT, I AGREE TO ABIDE BY MISSOURI CLEAN WATER LAW AND ALL RULES, REGULATIONS, ORDERS AND DECISIONS, SUBJECT TO ANY LEGITIMATE APPEAL AVAILABLE TO AN APPLICANT UNDER THE MISSOURI CLEAL WATER LAW OF THE MISSOURI CLEAN WATER COMMISSION (ATTACH ADDITIONAL PAGES IF ADDITIONAL SIGNATURES ARE REQUIRED FOR A CO-PERMIT).

| | |
|--|---------------------|
| NAME(S) AND OFFICIAL TITLE(S) <u>See Attached</u> | TELEPHONE NUMBER(S) |
| SIGNATURE(S) | DATE SIGNED |

**Attachments for Form M – Application for Storm Water Permit Under the
General Permit: Small Municipal Separate Storm Sewer System (MS4)**

2. Physical Location of Municipality/Area(s) (Address Assigned)

The area consists of Boone County in its entirety with the following exceptions:

- A. The Municipalities of Ashland, Centralia, Hallsville, Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, Sturgeon
- B. State and federal lands for which none of the parties has jurisdiction. Examples include Rock Bridge State Park, Finger Lakes State Park, and Mark Twain National Forest

3. Total Area of Municipality/Area(s)

The total area covered by this permit application is 691.15 square miles (Boone County Assessor) as follows:

City of Columbia: 65.15 square miles, exclusive of the Columbia campus of the University of Missouri and Boone County Property within Columbia City limits.

Boone County: 614.22 square miles, exclusive of Columbia City property, University of Missouri (MU) property, the property of ten 10 municipalities, and state and federal holdings.

MU: 12.57 square miles, of which 7.53 square miles are surrounded by the City of Columbia

4. Storm Water Management Programs

The Joint Storm Water Management Program for Columbia, Boone County and MU is attached.

5. Summary of Measures to Implement MCM 1

See attached table.

6. Summary of Measures to Implement MCM 2

See attached table.

7. Summary of Measures to Implement MCM 3

See attached table.

8. Summary of Measures to Implement MCM 4

See attached table.

9. Summary of Measures to Implement MCM 5

See attached table.

10. Summary of Measures to Implement MCM 6

See attached table.

11. Areas Within 100 Feet of Specially Classified Waters

The following waters in the application area are classified as outstanding state resource waters (from 10 CSR 20-7 Table E):

| <u>Water body</u> | <u>Length</u> | <u>Location</u> |
|----------------------------|---------------|-----------------------------------|
| Bass Creek | 1 mile | in Three Creeks Conservation Area |
| Bonne Femme Creek | 2 miles | Three Creeks Conservation Area |
| Devils Ice Box Cave Branch | 1.5 miles | Rock Bridge State Park |
| Gan's Creek | 3 miles | Rock Bridge State Park |
| Turkey Creek | 4.6 miles | in Three Creeks Conservation Area |

There are no public drinking water supply lakes (L1); outstanding national resource waters; streams designated for cold-water sport fishery in the application area.

12. Discharges to Permanent Flow Streams

The following are permanent flow streams (P) in Boone County:

- Bonne Femme Creek
- Little Bonne Femme Creek
- Perche Creek
- Hinkson Creek
- Sugar Branch

14. Discharges to Sinkholes, Losing streams, or Any Other Topographical Features That Would be a Direct Conduit to Ground Water

Sinkholes:

See Attached Table

Losing Streams:

| Stream Name | Miles | From | To |
|-----------------------------|-------|----------------------|---------------------|
| Trib. to L. Bonne Femme Cr. | 1.0 | SE/SE/NW/ 01-47N-13W | SE/NE/NW 12-47N 13W |
| Trib. to Clear Creek | 1.0 | SE/SW/SW 31-48N-12W | SW/SE/SW 30-48N-12W |
| Trib. to Gans Creek | 1.0 | SE/SW/NE 06-47N-12W | NE/NE/NW 07-47N-12W |
| Slate Creek | 1.5 | SE/SW/SE 34-46N-12W | NW/NE/SE 09-45N-12W |
| Trib. to Jamerson Creek | 2.0 | NE/SE/SE 21-46N-12W | SW/NE/SW 29-46N-12W |
| Bonne Femme Creek | 4.0 | NW/NE/NW 10-47N-12W | NE/NE/SW 20-47N-12W |
| Trib. to Bonne Femme Creek | 1.5 | SW/NE/SE 29-47N-12W | SE/SE/NW 30-47N-12W |
| Trib. to Fowler | 1.5 | SW/SW/NW 13-46N-12W | SE/NE/SW 24-46N-12W |
| Bass Creek | 0.5 | SW/NW/NE 28-47N-12W | SE/NW/NW 28-47N-12W |
| Fox Hollow Branch | 1.5 | NE/NW/SE 07-46N-12W | NW/SW/NW 12-46N-13W |

Attachments for Form M: MCM Summaries (Application questions 5-10)

5. BMPs for MCM 1: Public Education and Outreach

| BMP | MEASURABLE GOALS | STATUS | RESPONSIBLE PERMITTEE |
|--|---|---------------|------------------------------|
| Identify target audience | Target municipal inspectors, contractors, developers, engineers, residents, and schools annually | Ongoing | All Permittees |
| Select education topic annually | Select specific topic to focus on for year | Ongoing | All Permittees |
| Develop education materials | Develop brochures, fact sheets, and public service announcements | Ongoing | All Permittees |
| Distribute education & outreach materials | Prepare and distribute at events. Review and update as necessary | Ongoing | All Permittees |
| Maintain Hinkson Creek GIS Habitat Viewer | Maintain viewer; review and update as necessary | Ongoing | All Permittees |
| Maintain stormwater websites | Maintain websites; review and update as necessary | Ongoing | All Permittees |
| Conduct educational outreach activities | Staff community events, make presentations to citizen's groups, present and distribute materials to schools and industry groups | Ongoing | All Permittees |
| Collect used tires | Collect every other year | Ongoing | All Permittees |
| Collect Household Hazardous Waste | Hold collection event annually | Ongoing | All Permittees |

6. BMPs for MCM 2: Public Involvement/Participation

| BMP | MEASURABLE GOALS | STATUS | RESPONSIBLE PERMITTEE |
|--|--|---------------|------------------------------|
| Observe all public notice requirements | Allow citizens and civic groups to provide input concerning policies | Ongoing | All Permittees |
| Involve public/stakeholders in policy development | Hold public hearings/stakeholder meetings when properties | Ongoing | All Permittees |

| | | | |
|--|---|---------|----------------|
| | are annexed or request a change in zoning, during the platting process, and throughout the project design stage | | |
| Select education topic annually | Select specific topic to focus on for year | Ongoing | All Permittees |
| Present public involvement/participation activities | Promote Adopt-A-Spot/Adopt-A-Road programs, environmental volunteer programs, public service announcements, and community clean-up events | Ongoing | All Permittees |
| Social networks/website updates | Establish and maintain social networks and websites | Ongoing | All Permittees |

7. BMPs for MCM 3: Illicit Discharge Detection & Elimination

| BMP | MEASURABLE GOALS | STATUS | RESPONSIBLE PERMITTEE |
|---|--|---------------|------------------------------|
| Maintain storm sewer system map with all pipes, inlets and associated attributes | Review and update digital maps as necessary | Ongoing | All Permittees |
| Implement/enforce IDDE ordinance/regulatory mechanism | Implement, maintain, and enforce IDDE ordinances/regulatory mechanisms. Review and update as necessary | Ongoing | All Permittees |
| Non-stormwater discharges as significant contributors | Evaluate on a case-by-case basis to determine whether such discharges may be directed to the storm sewer system | Ongoing | All Permittees |
| Implement plan to detect and address incidental non-stormwater discharges | Implement plan to detect and address non-stormwater discharges which may include on-site inspections, smoke and dye testing, CCTV inspections, and public watch and reporting programs | Ongoing | All Permittees |

| | | | |
|---|---|---------|----------------|
| Inform public employees, businesses, and general public of hazards associated with IDDE | Include this information as an element in the outreach, education and municipal training programs | Ongoing | All Permittees |
|---|---|---------|----------------|

8. BMPs for MCM 4: Construction Site Stormwater Runoff Control

| BMP | MEASURABLE GOALS | STATUS | RESPONSIBLE PERMITTEE |
|--|--|---------------|------------------------------|
| Require MDNR land disturbance permit for sites one acre and greater | Enforce sanctions to ensure compliance to the maximum extent practicable under state or local law | Ongoing | All Permittees |
| Implement/maintain/enforce land disturbance requirements/regulatory mechanisms | Implement/maintain/enforce requirements and/or regulatory mechanisms to control runoff from all construction sites. Review and update as necessary | Ongoing | All Permittees |
| Erosion and sediment controls for construction sites | Implement stormwater design manuals. Review and update as necessary | Ongoing | All Permittees |
| Require and review Stormwater Pollution Prevention Plans (SWPPP) | Require construction site operators to control waste and erosion on construction sites | Ongoing | All Permittees |
| Hold public hearings/stakeholder meetings | Implement procedures for receipt and consideration of information submitted by public | Ongoing | All Permittees |
| Conduct site inspections | Inspect locally permitted sites regularly | Ongoing | All Permittees |

9. BMPs for MCM 5: Post-construction Stormwater Management in New Development and Redevelopment

| BMP | MEASURABLE GOALS | STATUS | RESPONSIBLE PERMITTEE |
|---|--|---------------|------------------------------|
| Identify structural/non-structural strategies | Water quality improvement projects, BMP monitoring projects, LEED building standards, etc. | Ongoing | All Permittees |

| | | | |
|---|--|---------|----------------|
| Implement/maintain stormwater management/ water quality manual or equivalent | Review and update as necessary | Ongoing | All Permittees |
| Implement/maintain stormwater management ordinance/MU Stormwater Master Plan | Review and update as necessary | Ongoing | All Permittees |
| Implement/maintain stream buffer ordinance/MU Stormwater Master Plan | Review ordinance/master plan and revise standards as necessary | Ongoing | All Permittees |
| Ensure adequate long-term operation and maintenance of BMPs | Inspect according to schedule | Ongoing | All Permittees |
| Maintain operation and maintenance schedule | Maintain inventory, maintenance and inspection schedules of BMPs | Ongoing | All Permittees |

10. BMPs for MCM 6: Pollution Prevention/Good Housekeeping

| BMP | MEASURABLE GOALS | STATUS | RESPONSIBLE PERMITTEE |
|---|---|---------------|------------------------------|
| Establish operation and maintenance schedule | Maintain hazardous materials management and SPCC operation and maintenance schedules | Ongoing | All Permittees |
| Identify employee groups to train | All impacted employees | Ongoing | All Permittees |
| Implement training presentation | Update and implement training presentations associated with pollution prevention/good housekeeping measures | Ongoing | All Permittees |
| Schedule/conduct pollution prevention training | All impacted employees trained | Ongoing | All Permittees |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|--------------|----------|------|-------|------|------|-------------|--------------|
| 395 | 45 | N | 12 | W | 5 | 38.70489502 | -92.30158997 |
| 397 | 45 | N | 12 | W | 5 | 38.70524216 | -92.3015976 |
| 396 | 45 | N | 12 | W | 5 | 38.70595932 | -92.3014679 |
| 398 | 45 | N | 12 | W | 5 | 38.70622253 | -92.30335999 |
| 308 | 45 | N | 12 | W | 9 | 38.6898613 | -92.27797699 |
| 309 | 45 | N | 12 | W | 23 | 38.66458511 | -92.25521088 |
| 310 | 45 | N | 12 | W | 23 | 38.67055893 | -92.24372864 |
| 403 | 46 | N | 11 | W | 8 | 38.7866745 | -92.18347931 |
| 307 | 46 | N | 13 | W | 13 | 38.76302338 | -92.34307098 |
| 306 | 46 | N | 13 | W | 13 | 38.7634201 | -92.34223175 |
| 387 | 47 | N | 12 | W | 5 | 38.87687683 | -92.29251099 |
| 155 | 47 | N | 12 | W | 5 | 38.88573074 | -92.2936554 |
| 154 | 47 | N | 12 | W | 6 | 38.88948441 | -92.31335449 |
| 226 | 47 | N | 12 | W | 7 | 38.86275864 | -92.30952454 |
| 221 | 47 | N | 12 | W | 7 | 38.86285782 | -92.31272888 |
| 224 | 47 | N | 12 | W | 7 | 38.86293411 | -92.30753326 |
| 216 | 47 | N | 12 | W | 7 | 38.86303329 | -92.31400299 |
| 217 | 47 | N | 12 | W | 7 | 38.86302948 | -92.31102753 |
| 215 | 47 | N | 12 | W | 7 | 38.86326599 | -92.32614899 |
| 213 | 47 | N | 12 | W | 7 | 38.86352921 | -92.31523132 |
| 211 | 47 | N | 12 | W | 7 | 38.86367416 | -92.31072998 |
| 209 | 47 | N | 12 | W | 7 | 38.86435318 | -92.30818176 |
| 207 | 47 | N | 12 | W | 7 | 38.86474991 | -92.30639648 |
| 204 | 47 | N | 12 | W | 7 | 38.86489868 | -92.32293701 |
| 205 | 47 | N | 12 | W | 7 | 38.86491776 | -92.32429504 |
| 200 | 47 | N | 12 | W | 7 | 38.86528778 | -92.3061676 |
| 202 | 47 | N | 12 | W | 7 | 38.86542511 | -92.30801392 |
| 198 | 47 | N | 12 | W | 7 | 38.86566925 | -92.32382965 |
| 210 | 47 | N | 12 | W | 7 | 38.86580276 | -92.31474304 |
| 195 | 47 | N | 12 | W | 7 | 38.86588669 | -92.31020355 |
| 188 | 47 | N | 12 | W | 7 | 38.86649704 | -92.31062317 |
| 191 | 47 | N | 12 | W | 7 | 38.866539 | -92.32601929 |
| 187 | 47 | N | 12 | W | 7 | 38.86652374 | -92.30888367 |
| 185 | 47 | N | 12 | W | 7 | 38.86674881 | -92.32415009 |
| 184 | 47 | N | 12 | W | 7 | 38.86676407 | -92.32492065 |
| 181 | 47 | N | 12 | W | 7 | 38.86716843 | -92.31704712 |
| 179 | 47 | N | 12 | W | 7 | 38.86741638 | -92.31156921 |
| 176 | 47 | N | 12 | W | 7 | 38.86746216 | -92.31020355 |
| 183 | 47 | N | 12 | W | 7 | 38.86746979 | -92.30712128 |
| 177 | 47 | N | 12 | W | 7 | 38.86748886 | -92.31616974 |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|--------------|----------|------|-------|------|------|-------------|--------------|
| 175 | 47 | N | 12 | W | 7 | 38.86782455 | -92.30770111 |
| 174 | 47 | N | 12 | W | 7 | 38.86793518 | -92.31484985 |
| 173 | 47 | N | 12 | W | 7 | 38.86817932 | -92.31758881 |
| 170 | 47 | N | 12 | W | 7 | 38.86826324 | -92.30583191 |
| 169 | 47 | N | 12 | W | 7 | 38.86853409 | -92.31613159 |
| 168 | 47 | N | 12 | W | 7 | 38.86856461 | -92.31521606 |
| 165 | 47 | N | 12 | W | 7 | 38.86993027 | -92.31860352 |
| 164 | 47 | N | 12 | W | 7 | 38.87031555 | -92.32678986 |
| 163 | 47 | N | 12 | W | 7 | 38.87041092 | -92.3267746 |
| 162 | 47 | N | 12 | W | 7 | 38.8711319 | -92.32674408 |
| 219 | 47 | N | 12 | W | 8 | 38.86257553 | -92.29125214 |
| 218 | 47 | N | 12 | W | 8 | 38.86263657 | -92.29954529 |
| 225 | 47 | N | 12 | W | 8 | 38.86265945 | -92.29772186 |
| 220 | 47 | N | 12 | W | 8 | 38.8627243 | -92.30085754 |
| 214 | 47 | N | 12 | W | 8 | 38.86302948 | -92.29827118 |
| 212 | 47 | N | 12 | W | 8 | 38.86356735 | -92.29967499 |
| 208 | 47 | N | 12 | W | 8 | 38.86455536 | -92.29935455 |
| 203 | 47 | N | 12 | W | 8 | 38.86495209 | -92.298172 |
| 201 | 47 | N | 12 | W | 8 | 38.86504745 | -92.30011749 |
| 199 | 47 | N | 12 | W | 8 | 38.86540985 | -92.3009491 |
| 194 | 47 | N | 12 | W | 8 | 38.86600876 | -92.30131531 |
| 193 | 47 | N | 12 | W | 8 | 38.86604309 | -92.29670715 |
| 192 | 47 | N | 12 | W | 8 | 38.86621094 | -92.30522919 |
| 189 | 47 | N | 12 | W | 8 | 38.86639404 | -92.30466461 |
| 206 | 47 | N | 12 | W | 8 | 38.86672974 | -92.29303741 |
| 197 | 47 | N | 12 | W | 8 | 38.86711884 | -92.29750061 |
| 178 | 47 | N | 12 | W | 8 | 38.86750793 | -92.2961731 |
| 186 | 47 | N | 12 | W | 8 | 38.86761475 | -92.28778839 |
| 384 | 47 | N | 12 | W | 8 | 38.86761856 | -92.28814697 |
| 171 | 47 | N | 12 | W | 8 | 38.86817551 | -92.2984314 |
| 167 | 47 | N | 12 | W | 8 | 38.86940002 | -92.29904175 |
| 166 | 47 | N | 12 | W | 8 | 38.86949539 | -92.30123138 |
| 385 | 47 | N | 12 | W | 8 | 38.8697052 | -92.28968048 |
| 386 | 47 | N | 12 | W | 8 | 38.87468719 | -92.29360199 |
| 388 | 47 | N | 12 | W | 8 | 38.87617493 | -92.29017639 |
| 250 | 47 | N | 12 | W | 16 | 38.85943222 | -92.28431702 |
| 258 | 47 | N | 12 | W | 17 | 38.8580246 | -92.29611969 |
| 255 | 47 | N | 12 | W | 17 | 38.85871887 | -92.28899384 |
| 256 | 47 | N | 12 | W | 17 | 38.85889816 | -92.29980469 |
| 252 | 47 | N | 12 | W | 17 | 38.85931778 | -92.3044281 |
| 251 | 47 | N | 12 | W | 17 | 38.859478 | -92.30506897 |

Attachment for Form W: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|---------------------|-----------------|-------------|--------------|-------------|-------------|-----------------|------------------|
| 247 | 47 | N | 12 | W | 17 | 38.85946655 | -92.29694366 |
| 253 | 47 | N | 12 | W | 17 | 38.85979843 | -92.30139923 |
| 244 | 47 | N | 12 | W | 17 | 38.85990143 | -92.30229187 |
| 243 | 47 | N | 12 | W | 17 | 38.85991669 | -92.30358124 |
| 245 | 47 | N | 12 | W | 17 | 38.85997009 | -92.30502319 |
| 246 | 47 | N | 12 | W | 17 | 38.86009979 | -92.28898621 |
| 238 | 47 | N | 12 | W | 17 | 38.86037827 | -92.29821014 |
| 241 | 47 | N | 12 | W | 17 | 38.86156845 | -92.29453278 |
| 230 | 47 | N | 12 | W | 17 | 38.86183167 | -92.30085754 |
| 227 | 47 | N | 12 | W | 17 | 38.86214828 | -92.30400848 |
| 268 | 47 | N | 12 | W | 18 | 38.85352707 | -92.31578064 |
| 267 | 47 | N | 12 | W | 18 | 38.85432053 | -92.30821991 |
| 266 | 47 | N | 12 | W | 18 | 38.85486221 | -92.30845642 |
| 265 | 47 | N | 12 | W | 18 | 38.85494232 | -92.30789185 |
| 264 | 47 | N | 12 | W | 18 | 38.85506821 | -92.30916595 |
| 263 | 47 | N | 12 | W | 18 | 38.85523224 | -92.30725861 |
| 262 | 47 | N | 12 | W | 18 | 38.85556603 | -92.30998993 |
| 261 | 47 | N | 12 | W | 18 | 38.85564041 | -92.30913544 |
| 260 | 47 | N | 12 | W | 18 | 38.85603714 | -92.30956268 |
| 259 | 47 | N | 12 | W | 18 | 38.85666656 | -92.30713654 |
| 257 | 47 | N | 12 | W | 18 | 38.85871506 | -92.32633209 |
| 254 | 47 | N | 12 | W | 18 | 38.85970688 | -92.30797577 |
| 249 | 47 | N | 12 | W | 18 | 38.8598175 | -92.31250763 |
| 248 | 47 | N | 12 | W | 18 | 38.8598938 | -92.31887054 |
| 240 | 47 | N | 12 | W | 18 | 38.86040497 | -92.325737 |
| 239 | 47 | N | 12 | W | 18 | 38.860466 | -92.31467438 |
| 242 | 47 | N | 12 | W | 18 | 38.86061096 | -92.32485199 |
| 237 | 47 | N | 12 | W | 18 | 38.86085892 | -92.32339478 |
| 236 | 47 | N | 12 | W | 18 | 38.86100769 | -92.31389618 |
| 235 | 47 | N | 12 | W | 18 | 38.86128998 | -92.32608795 |
| 231 | 47 | N | 12 | W | 18 | 38.8614769 | -92.31234741 |
| 229 | 47 | N | 12 | W | 18 | 38.86174774 | -92.32349396 |
| 234 | 47 | N | 12 | W | 18 | 38.86187363 | -92.32209778 |
| 228 | 47 | N | 12 | W | 18 | 38.86200714 | -92.30641937 |
| 233 | 47 | N | 12 | W | 18 | 38.86210632 | -92.32540131 |
| 223 | 47 | N | 12 | W | 18 | 38.86252213 | -92.30628967 |
| 222 | 47 | N | 12 | W | 18 | 38.86264801 | -92.32286835 |
| 276 | 47 | N | 12 | W | 21 | 38.83512497 | -92.27470398 |
| 275 | 47 | N | 12 | W | 21 | 38.83525467 | -92.27401733 |
| 274 | 47 | N | 12 | W | 21 | 38.83546829 | -92.27244568 |
| 273 | 47 | N | 12 | W | 21 | 38.84065628 | -92.27126312 |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|--------------|----------|------|-------|------|------|-------------|--------------|
| 272 | 47 | N | 12 | W | 21 | 38.84223557 | -92.27098846 |
| 271 | 47 | N | 12 | W | 21 | 38.84260941 | -92.27579498 |
| 270 | 47 | N | 12 | W | 21 | 38.84329605 | -92.27490234 |
| 269 | 47 | N | 12 | W | 21 | 38.84345627 | -92.28498077 |
| 285 | 47 | N | 12 | W | 28 | 38.82569122 | -92.28546906 |
| 277 | 47 | N | 12 | W | 28 | 38.83141708 | -92.27075958 |
| 300 | 47 | N | 12 | W | 29 | 38.81902695 | -92.29653168 |
| 299 | 47 | N | 12 | W | 29 | 38.81902695 | -92.29516602 |
| 298 | 47 | N | 12 | W | 29 | 38.81907272 | -92.29820251 |
| 297 | 47 | N | 12 | W | 29 | 38.81926727 | -92.30052948 |
| 296 | 47 | N | 12 | W | 29 | 38.81943512 | -92.29722595 |
| 295 | 47 | N | 12 | W | 29 | 38.81963348 | -92.29458618 |
| 294 | 47 | N | 12 | W | 29 | 38.81993866 | -92.29792023 |
| 293 | 47 | N | 12 | W | 29 | 38.82059479 | -92.29999542 |
| 292 | 47 | N | 12 | W | 29 | 38.82239151 | -92.29567719 |
| 291 | 47 | N | 12 | W | 29 | 38.82378006 | -92.28868866 |
| 290 | 47 | N | 12 | W | 29 | 38.82413483 | -92.28967285 |
| 289 | 47 | N | 12 | W | 29 | 38.82423401 | -92.29172516 |
| 288 | 47 | N | 12 | W | 29 | 38.82462311 | -92.29101563 |
| 287 | 47 | N | 12 | W | 29 | 38.82500076 | -92.28820801 |
| 286 | 47 | N | 12 | W | 29 | 38.82544708 | -92.28779602 |
| 284 | 47 | N | 12 | W | 29 | 38.82596588 | -92.29075623 |
| 283 | 47 | N | 12 | W | 29 | 38.8263855 | -92.29143524 |
| 282 | 47 | N | 12 | W | 29 | 38.8264122 | -92.29257965 |
| 281 | 47 | N | 12 | W | 29 | 38.82677078 | -92.29302216 |
| 280 | 47 | N | 12 | W | 29 | 38.8273735 | -92.29843903 |
| 278 | 47 | N | 12 | W | 29 | 38.82817459 | -92.2947464 |
| 279 | 47 | N | 12 | W | 29 | 38.82817841 | -92.29359436 |
| 305 | 47 | N | 12 | W | 32 | 38.81377792 | -92.30062866 |
| 304 | 47 | N | 12 | W | 32 | 38.81507492 | -92.29724884 |
| 303 | 47 | N | 12 | W | 32 | 38.81575012 | -92.29826355 |
| 302 | 47 | N | 12 | W | 32 | 38.81598282 | -92.29114532 |
| 412 | 47 | N | 12 | W | 32 | 38.81840515 | -92.30324554 |
| 301 | 47 | N | 12 | W | 32 | 38.81840897 | -92.2959671 |
| 158 | 47 | N | 13 | W | 2 | 38.87943268 | -92.34796143 |
| 157 | 47 | N | 13 | W | 2 | 38.87979126 | -92.34656525 |
| 156 | 47 | N | 13 | W | 2 | 38.88001251 | -92.34774017 |
| 196 | 47 | N | 13 | W | 12 | 38.86591339 | -92.32789612 |
| 190 | 47 | N | 13 | W | 12 | 38.86644363 | -92.33058929 |
| 182 | 47 | N | 13 | W | 12 | 38.86715317 | -92.32875061 |
| 180 | 47 | N | 13 | W | 12 | 38.86729431 | -92.33036041 |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|--------------|----------|------|-------|------|------|-------------|--------------|
| 172 | 47 | N | 13 | W | 12 | 38.86830521 | -92.33020782 |
| 414 | 47 | N | 13 | W | 13 | 38.85188293 | -92.34472656 |
| 415 | 47 | N | 13 | W | 13 | 38.85196304 | -92.34505463 |
| 232 | 47 | N | 13 | W | 13 | 38.86156845 | -92.33348083 |
| 161 | 47 | N | 13 | W | 21 | 38.83559036 | -92.39796448 |
| 160 | 47 | N | 13 | W | 21 | 38.83594131 | -92.39785767 |
| 159 | 47 | N | 13 | W | 22 | 38.84436798 | -92.3757782 |
| 413 | 47 | N | 13 | W | 24 | 38.84057617 | -92.33737183 |
| 422 | 48 | N | 12 | W | 19 | 38.92089844 | -92.30919647 |
| 407 | 48 | N | 12 | W | 30 | 38.91736221 | -92.30913544 |
| 420 | 48 | N | 12 | W | 30 | 38.91869736 | -92.3092041 |
| 421 | 48 | N | 12 | W | 30 | 38.9201355 | -92.30886841 |
| 140 | 48 | N | 13 | W | 17 | 38.94802856 | -92.41248322 |
| 137 | 48 | N | 13 | W | 17 | 38.94817734 | -92.41116333 |
| 132 | 48 | N | 13 | W | 17 | 38.94961166 | -92.41361237 |
| 131 | 48 | N | 13 | W | 17 | 38.94992828 | -92.41112518 |
| 130 | 48 | N | 13 | W | 17 | 38.95062637 | -92.4123764 |
| 417 | 48 | N | 13 | W | 20 | 38.9372673 | -92.41397095 |
| 419 | 48 | N | 13 | W | 27 | 38.91566086 | -92.36649323 |
| 399 | 48 | N | 13 | W | 27 | 38.91625214 | -92.36682129 |
| 106 | 48 | N | 14 | W | 2 | 38.98403931 | -92.47040558 |
| 105 | 48 | N | 14 | W | 2 | 38.98451996 | -92.46942902 |
| 104 | 48 | N | 14 | W | 2 | 38.98498917 | -92.4699707 |
| 103 | 48 | N | 14 | W | 2 | 38.98517609 | -92.46609497 |
| 102 | 48 | N | 14 | W | 2 | 38.98522568 | -92.46712494 |
| 100 | 48 | N | 14 | W | 2 | 38.98606491 | -92.46709442 |
| 101 | 48 | N | 14 | W | 2 | 38.98621368 | -92.46560669 |
| 99 | 48 | N | 14 | W | 2 | 38.98630524 | -92.467453 |
| 98 | 48 | N | 14 | W | 2 | 38.98644257 | -92.46715546 |
| 97 | 48 | N | 14 | W | 2 | 38.98719788 | -92.46602631 |
| 96 | 48 | N | 14 | W | 2 | 38.98734283 | -92.46801758 |
| 95 | 48 | N | 14 | W | 2 | 38.98744202 | -92.46538544 |
| 94 | 48 | N | 14 | W | 2 | 38.98809052 | -92.4683609 |
| 375 | 48 | N | 14 | W | 4 | 38.97525787 | -92.49871826 |
| 13 | 48 | N | 14 | W | 7 | 38.96625137 | -92.53565216 |
| 10 | 48 | N | 14 | W | 7 | 38.96692276 | -92.53459167 |
| 8 | 48 | N | 14 | W | 7 | 38.96774673 | -92.53466797 |
| 6 | 48 | N | 14 | W | 7 | 38.96818542 | -92.53491211 |
| 5 | 48 | N | 14 | W | 7 | 38.96868134 | -92.53647614 |
| 4 | 48 | N | 14 | W | 7 | 38.96895981 | -92.53385162 |
| 3 | 48 | N | 14 | W | 7 | 38.96976089 | -92.53922272 |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|---------------------|-----------------|-------------|--------------|-------------|-------------|-----------------|------------------|
| 2 | 48 | N | 14 | W | 7 | 38.97170639 | -92.54239655 |
| 1 | 48 | N | 14 | W | 7 | 38.97256088 | -92.54107666 |
| 401 | 48 | N | 14 | W | 7 | 38.97265625 | -92.54212189 |
| 26 | 48 | N | 14 | W | 8 | 38.96060944 | -92.5225296 |
| 23 | 48 | N | 14 | W | 8 | 38.96068192 | -92.52542114 |
| 366 | 48 | N | 14 | W | 8 | 38.96108627 | -92.52690887 |
| 405 | 48 | N | 14 | W | 8 | 38.96131134 | -92.52924347 |
| 404 | 48 | N | 14 | W | 8 | 38.96217346 | -92.52896118 |
| 21 | 48 | N | 14 | W | 8 | 38.96241379 | -92.52310181 |
| 22 | 48 | N | 14 | W | 8 | 38.96263504 | -92.52306366 |
| 20 | 48 | N | 14 | W | 8 | 38.96310806 | -92.52243042 |
| 19 | 48 | N | 14 | W | 8 | 38.96389389 | -92.52375793 |
| 423 | 48 | N | 14 | W | 8 | 38.96413803 | -92.52636719 |
| 17 | 48 | N | 14 | W | 8 | 38.96416473 | -92.52336884 |
| 18 | 48 | N | 14 | W | 8 | 38.96419907 | -92.52508545 |
| 15 | 48 | N | 14 | W | 8 | 38.96478271 | -92.52363586 |
| 16 | 48 | N | 14 | W | 8 | 38.9656105 | -92.52603912 |
| 14 | 48 | N | 14 | W | 8 | 38.96593475 | -92.52703094 |
| 406 | 48 | N | 14 | W | 8 | 38.96637726 | -92.52970886 |
| 12 | 48 | N | 14 | W | 8 | 38.96645355 | -92.53147125 |
| 9 | 48 | N | 14 | W | 8 | 38.96687317 | -92.53039551 |
| 7 | 48 | N | 14 | W | 8 | 38.96809006 | -92.52902222 |
| 147 | 48 | N | 14 | W | 15 | 38.9457016 | -92.49411011 |
| 145 | 48 | N | 14 | W | 15 | 38.94639969 | -92.49239349 |
| 144 | 48 | N | 14 | W | 15 | 38.94701004 | -92.49221039 |
| 143 | 48 | N | 14 | W | 15 | 38.94709778 | -92.49442291 |
| 142 | 48 | N | 14 | W | 15 | 38.94755554 | -92.49041748 |
| 141 | 48 | N | 14 | W | 15 | 38.94805145 | -92.49156189 |
| 139 | 48 | N | 14 | W | 15 | 38.94827271 | -92.4942627 |
| 138 | 48 | N | 14 | W | 15 | 38.94834518 | -92.4947052 |
| 136 | 48 | N | 14 | W | 15 | 38.94845581 | -92.49079895 |
| 134 | 48 | N | 14 | W | 15 | 38.94871902 | -92.49485016 |
| 135 | 48 | N | 14 | W | 15 | 38.94876862 | -92.49391174 |
| 133 | 48 | N | 14 | W | 15 | 38.9490242 | -92.49539948 |
| 127 | 48 | N | 14 | W | 15 | 38.95207214 | -92.49143219 |
| 126 | 48 | N | 14 | W | 15 | 38.95223236 | -92.4925766 |
| 124 | 48 | N | 14 | W | 15 | 38.95233917 | -92.49378204 |
| 128 | 48 | N | 14 | W | 15 | 38.95328522 | -92.49346161 |
| 120 | 48 | N | 14 | W | 15 | 38.95434189 | -92.49333954 |
| 119 | 48 | N | 14 | W | 15 | 38.95463181 | -92.49227142 |
| 117 | 48 | N | 14 | W | 15 | 38.95468903 | -92.49427795 |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|--------------|----------|------|-------|------|------|-------------|--------------|
| 118 | 48 | N | 14 | W | 15 | 38.95471573 | -92.49302673 |
| 129 | 48 | N | 14 | W | 15 | 38.95474243 | -92.49402618 |
| 115 | 48 | N | 14 | W | 15 | 38.95506287 | -92.49429321 |
| 116 | 48 | N | 14 | W | 15 | 38.95520782 | -92.49567413 |
| 114 | 48 | N | 14 | W | 15 | 38.95600128 | -92.49488831 |
| 113 | 48 | N | 14 | W | 15 | 38.95669937 | -92.49349213 |
| 112 | 48 | N | 14 | W | 15 | 38.95675278 | -92.49568176 |
| 368 | 48 | N | 14 | W | 15 | 38.95752335 | -92.49491882 |
| 110 | 48 | N | 14 | W | 15 | 38.95856476 | -92.48902893 |
| 109 | 48 | N | 14 | W | 15 | 38.95856476 | -92.48961639 |
| 111 | 48 | N | 14 | W | 15 | 38.9589119 | -92.48990631 |
| 108 | 48 | N | 14 | W | 15 | 38.95906067 | -92.48939514 |
| 107 | 48 | N | 14 | W | 15 | 38.95914841 | -92.48832703 |
| 372 | 48 | N | 14 | W | 16 | 38.94610596 | -92.50496674 |
| 66 | 48 | N | 14 | W | 16 | 38.94641876 | -92.50460815 |
| 378 | 48 | N | 14 | W | 16 | 38.94675064 | -92.50413513 |
| 60 | 48 | N | 14 | W | 16 | 38.94717026 | -92.50467682 |
| 61 | 48 | N | 14 | W | 16 | 38.94743729 | -92.504776 |
| 377 | 48 | N | 14 | W | 16 | 38.94750214 | -92.50328827 |
| 59 | 48 | N | 14 | W | 16 | 38.94778061 | -92.51448822 |
| 376 | 48 | N | 14 | W | 16 | 38.94786453 | -92.50302124 |
| 58 | 48 | N | 14 | W | 16 | 38.94787216 | -92.50029755 |
| 57 | 48 | N | 14 | W | 16 | 38.94788361 | -92.50501251 |
| 369 | 48 | N | 14 | W | 16 | 38.94844437 | -92.50263977 |
| 371 | 48 | N | 14 | W | 16 | 38.94872284 | -92.50191498 |
| 370 | 48 | N | 14 | W | 16 | 38.94930649 | -92.50183868 |
| 50 | 48 | N | 14 | W | 16 | 38.94984436 | -92.50154877 |
| 53 | 48 | N | 14 | W | 16 | 38.94985199 | -92.51342773 |
| 49 | 48 | N | 14 | W | 16 | 38.95035553 | -92.50441742 |
| 51 | 48 | N | 14 | W | 16 | 38.95039368 | -92.50052643 |
| 48 | 48 | N | 14 | W | 16 | 38.95104218 | -92.50406647 |
| 47 | 48 | N | 14 | W | 16 | 38.9515152 | -92.50547028 |
| 125 | 48 | N | 14 | W | 16 | 38.95263672 | -92.49755096 |
| 45 | 48 | N | 14 | W | 16 | 38.95277405 | -92.50585175 |
| 44 | 48 | N | 14 | W | 16 | 38.95322418 | -92.50387573 |
| 123 | 48 | N | 14 | W | 16 | 38.95343399 | -92.49881744 |
| 41 | 48 | N | 14 | W | 16 | 38.95350647 | -92.50566864 |
| 40 | 48 | N | 14 | W | 16 | 38.95407104 | -92.5043335 |
| 122 | 48 | N | 14 | W | 16 | 38.95420456 | -92.49965668 |
| 38 | 48 | N | 14 | W | 16 | 38.9545784 | -92.50263214 |
| 121 | 48 | N | 14 | W | 16 | 38.95497513 | -92.49755096 |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|--------------|----------|------|-------|------|------|-------------|--------------|
| 36 | 48 | N | 14 | W | 16 | 38.95502853 | -92.50214386 |
| 35 | 48 | N | 14 | W | 16 | 38.9559021 | -92.50324249 |
| 33 | 48 | N | 14 | W | 16 | 38.95644379 | -92.50204468 |
| 31 | 48 | N | 14 | W | 16 | 38.95711517 | -92.50097656 |
| 29 | 48 | N | 14 | W | 16 | 38.95820236 | -92.50212097 |
| 11 | 48 | N | 14 | W | 16 | 38.95849228 | -92.50697327 |
| 365 | 48 | N | 14 | W | 16 | 38.95951843 | -92.49880981 |
| 62 | 48 | N | 14 | W | 17 | 38.94684982 | -92.51659393 |
| 56 | 48 | N | 14 | W | 17 | 38.94848633 | -92.51657867 |
| 54 | 48 | N | 14 | W | 17 | 38.94903564 | -92.51493073 |
| 52 | 48 | N | 14 | W | 17 | 38.9495697 | -92.51490784 |
| 55 | 48 | N | 14 | W | 17 | 38.94964981 | -92.51694489 |
| 46 | 48 | N | 14 | W | 17 | 38.95184708 | -92.52098083 |
| 43 | 48 | N | 14 | W | 17 | 38.95298767 | -92.51516724 |
| 42 | 48 | N | 14 | W | 17 | 38.95337677 | -92.51622772 |
| 39 | 48 | N | 14 | W | 17 | 38.95426941 | -92.52388 |
| 37 | 48 | N | 14 | W | 17 | 38.95522308 | -92.52378845 |
| 34 | 48 | N | 14 | W | 17 | 38.95626831 | -92.52523041 |
| 32 | 48 | N | 14 | W | 17 | 38.95731354 | -92.51850891 |
| 28 | 48 | N | 14 | W | 17 | 38.95813751 | -92.52531433 |
| 30 | 48 | N | 14 | W | 17 | 38.95827103 | -92.52313232 |
| 27 | 48 | N | 14 | W | 17 | 38.95964432 | -92.51935577 |
| 25 | 48 | N | 14 | W | 17 | 38.95994186 | -92.52022552 |
| 24 | 48 | N | 14 | W | 17 | 38.9601326 | -92.51895905 |
| 69 | 48 | N | 14 | W | 21 | 38.93762207 | -92.50888824 |
| 70 | 48 | N | 14 | W | 21 | 38.93763351 | -92.50319672 |
| 68 | 48 | N | 14 | W | 21 | 38.93881607 | -92.50430298 |
| 67 | 48 | N | 14 | W | 21 | 38.94161606 | -92.50714874 |
| 65 | 48 | N | 14 | W | 21 | 38.94373322 | -92.50095367 |
| 64 | 48 | N | 14 | W | 21 | 38.94400024 | -92.5002594 |
| 149 | 48 | N | 14 | W | 21 | 38.9443779 | -92.49697876 |
| 379 | 48 | N | 14 | W | 21 | 38.94478226 | -92.50543976 |
| 367 | 48 | N | 14 | W | 21 | 38.94507217 | -92.51119232 |
| 373 | 48 | N | 14 | W | 21 | 38.94509125 | -92.50518799 |
| 63 | 48 | N | 14 | W | 21 | 38.94514465 | -92.50093842 |
| 374 | 48 | N | 14 | W | 21 | 38.94577026 | -92.50512695 |
| 153 | 48 | N | 14 | W | 22 | 38.94091415 | -92.4928894 |
| 152 | 48 | N | 14 | W | 22 | 38.94189072 | -92.49106598 |
| 151 | 48 | N | 14 | W | 22 | 38.94304657 | -92.49273682 |
| 150 | 48 | N | 14 | W | 22 | 38.94406509 | -92.49140167 |
| 148 | 48 | N | 14 | W | 22 | 38.94538498 | -92.4949646 |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|--------------|----------|------|-------|------|------|-------------|--------------|
| 146 | 48 | N | 14 | W | 22 | 38.94544601 | -92.49007416 |
| 339 | 49 | N | 13 | W | 19 | 39.01618576 | -92.41583252 |
| 334 | 49 | N | 13 | W | 19 | 39.01665497 | -92.41664124 |
| 380 | 49 | N | 13 | W | 19 | 39.01792908 | -92.41681671 |
| 394 | 49 | N | 13 | W | 19 | 39.01886749 | -92.41656494 |
| 393 | 49 | N | 13 | W | 19 | 39.01891327 | -92.417099 |
| 323 | 49 | N | 13 | W | 19 | 39.01894379 | -92.4154129 |
| 321 | 49 | N | 13 | W | 19 | 39.01997375 | -92.41903687 |
| 320 | 49 | N | 13 | W | 19 | 39.02051163 | -92.417099 |
| 317 | 49 | N | 13 | W | 19 | 39.0210228 | -92.41622162 |
| 341 | 49 | N | 13 | W | 20 | 39.01486969 | -92.40387726 |
| 416 | 49 | N | 13 | W | 20 | 39.01564789 | -92.40301514 |
| 338 | 49 | N | 13 | W | 20 | 39.01594925 | -92.40396118 |
| 337 | 49 | N | 13 | W | 20 | 39.01609802 | -92.41419983 |
| 336 | 49 | N | 13 | W | 20 | 39.01628113 | -92.40339661 |
| 335 | 49 | N | 13 | W | 20 | 39.01665878 | -92.41424561 |
| 333 | 49 | N | 13 | W | 20 | 39.01678467 | -92.4131546 |
| 332 | 49 | N | 13 | W | 20 | 39.01686859 | -92.4002533 |
| 330 | 49 | N | 13 | W | 20 | 39.01740646 | -92.40019226 |
| 329 | 49 | N | 13 | W | 20 | 39.01769638 | -92.39700317 |
| 328 | 49 | N | 13 | W | 20 | 39.01807785 | -92.40163422 |
| 327 | 49 | N | 13 | W | 20 | 39.01820374 | -92.40213013 |
| 325 | 49 | N | 13 | W | 20 | 39.01832581 | -92.41378021 |
| 326 | 49 | N | 13 | W | 20 | 39.01837158 | -92.40052032 |
| 324 | 49 | N | 13 | W | 20 | 39.01838303 | -92.41310883 |
| 331 | 49 | N | 13 | W | 20 | 39.01847076 | -92.40990448 |
| 322 | 49 | N | 13 | W | 20 | 39.01905823 | -92.41464996 |
| 381 | 49 | N | 13 | W | 20 | 39.01984406 | -92.41334534 |
| 319 | 49 | N | 13 | W | 20 | 39.02053833 | -92.41433716 |
| 318 | 49 | N | 13 | W | 20 | 39.02111816 | -92.41105652 |
| 316 | 49 | N | 13 | W | 20 | 39.02122116 | -92.39890289 |
| 315 | 49 | N | 13 | W | 20 | 39.02189255 | -92.40209198 |
| 382 | 49 | N | 13 | W | 21 | 39.01783371 | -92.39575958 |
| 410 | 49 | N | 13 | W | 22 | 39.02262115 | -92.37042999 |
| 418 | 49 | N | 13 | W | 27 | 39.00151062 | -92.36878967 |
| 409 | 49 | N | 13 | W | 27 | 39.00212097 | -92.36852264 |
| 364 | 49 | N | 13 | W | 29 | 39.00522614 | -92.4145813 |
| 363 | 49 | N | 13 | W | 29 | 39.00786972 | -92.41485596 |
| 362 | 49 | N | 13 | W | 29 | 39.00858688 | -92.41472626 |
| 359 | 49 | N | 13 | W | 29 | 39.00944519 | -92.41465759 |
| 356 | 49 | N | 13 | W | 29 | 39.01107025 | -92.4140625 |

Attachment for Form W: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|--------------|----------|------|-------|------|------|-------------|--------------|
| 353 | 49 | N | 13 | W | 29 | 39.01109314 | -92.39654431 |
| 351 | 49 | N | 13 | W | 29 | 39.01154709 | -92.40013123 |
| 347 | 49 | N | 13 | W | 29 | 39.01196671 | -92.39665875 |
| 345 | 49 | N | 13 | W | 29 | 39.01295471 | -92.40048218 |
| 343 | 49 | N | 13 | W | 29 | 39.01305771 | -92.39965057 |
| 361 | 49 | N | 13 | W | 30 | 39.00878143 | -92.4199295 |
| 360 | 49 | N | 13 | W | 30 | 39.0089798 | -92.42092896 |
| 358 | 49 | N | 13 | W | 30 | 39.00926208 | -92.41977692 |
| 357 | 49 | N | 13 | W | 30 | 39.01010132 | -92.41899109 |
| 354 | 49 | N | 13 | W | 30 | 39.01132965 | -92.41744995 |
| 352 | 49 | N | 13 | W | 30 | 39.01150131 | -92.41941833 |
| 350 | 49 | N | 13 | W | 30 | 39.01167297 | -92.41788483 |
| 355 | 49 | N | 13 | W | 30 | 39.0118866 | -92.41909027 |
| 349 | 49 | N | 13 | W | 30 | 39.01189804 | -92.41887665 |
| 348 | 49 | N | 13 | W | 30 | 39.01198578 | -92.41620636 |
| 346 | 49 | N | 13 | W | 30 | 39.0126152 | -92.41744995 |
| 344 | 49 | N | 13 | W | 30 | 39.01305771 | -92.41710663 |
| 342 | 49 | N | 13 | W | 30 | 39.01344681 | -92.41985321 |
| 400 | 49 | N | 13 | W | 30 | 39.01435471 | -92.42190552 |
| 340 | 49 | N | 13 | W | 30 | 39.01475906 | -92.41564941 |
| 408 | 49 | N | 14 | W | 26 | 39.01157761 | -92.45912933 |
| 93 | 49 | N | 14 | W | 35 | 38.98905945 | -92.46683502 |
| 91 | 49 | N | 14 | W | 35 | 38.98993683 | -92.46691132 |
| 90 | 49 | N | 14 | W | 35 | 38.99131775 | -92.46266174 |
| 92 | 49 | N | 14 | W | 35 | 38.99156189 | -92.46614075 |
| 88 | 49 | N | 14 | W | 35 | 38.99176025 | -92.46161652 |
| 402 | 49 | N | 14 | W | 35 | 38.99210739 | -92.46003723 |
| 89 | 49 | N | 14 | W | 35 | 38.99228287 | -92.46339417 |
| 86 | 49 | N | 14 | W | 35 | 38.99295425 | -92.46658325 |
| 87 | 49 | N | 14 | W | 35 | 38.99316406 | -92.46736145 |
| 84 | 49 | N | 14 | W | 35 | 38.99326324 | -92.4622345 |
| 85 | 49 | N | 14 | W | 35 | 38.99342728 | -92.45967102 |
| 81 | 49 | N | 14 | W | 35 | 38.99383545 | -92.46231079 |
| 82 | 49 | N | 14 | W | 35 | 38.99385834 | -92.46765137 |
| 83 | 49 | N | 14 | W | 35 | 38.99395752 | -92.46652222 |
| 78 | 49 | N | 14 | W | 35 | 38.99694443 | -92.46561432 |
| 79 | 49 | N | 14 | W | 35 | 38.9970665 | -92.4640274 |
| 76 | 49 | N | 14 | W | 35 | 38.99716187 | -92.46268463 |
| 77 | 49 | N | 14 | W | 35 | 38.99716949 | -92.46136475 |
| 75 | 49 | N | 14 | W | 35 | 38.99778748 | -92.46107483 |
| 391 | 49 | N | 14 | W | 35 | 38.99792862 | -92.46969604 |

Attachment for Form M: Sinkholes in Boone County (Application question 14)

| DNR SINKHOLE | TOWNSHIP | YDIR | RANGE | XDIR | SECT | LATITUDE | LONGITUDE |
|---------------------|-----------------|-------------|--------------|-------------|-------------|-----------------|------------------|
| 74 | 49 | N | 14 | W | 35 | 38.99855042 | -92.4630127 |
| 390 | 49 | N | 14 | W | 35 | 38.99869537 | -92.46945953 |
| 73 | 49 | N | 14 | W | 35 | 38.99879456 | -92.46141815 |
| 72 | 49 | N | 14 | W | 35 | 38.99905777 | -92.46220398 |
| 389 | 49 | N | 14 | W | 35 | 38.99966049 | -92.46824646 |
| 71 | 49 | N | 14 | W | 35 | 38.99983978 | -92.46073151 |
| 392 | 49 | N | 14 | W | 35 | 39.00174332 | -92.46787262 |
| 80 | 49 | N | 14 | W | 36 | 38.99401474 | -92.44075775 |
| 314 | 50 | N | 12 | W | 18 | 39.12658691 | -92.3098526 |
| 311 | 51 | N | 13 | W | 24 | 39.18982697 | -92.33003235 |
| 383 | 51 | N | 13 | W | 25 | 39.18682098 | -92.33110809 |
| 313 | 51 | N | 13 | W | 35 | 39.16188431 | -92.34519196 |
| 312 | 51 | N | 13 | W | 35 | 39.16365814 | -92.35167694 |
| 411 | 51 | N | 13 | W | 36 | 39.16962433 | -92.32398987 |

15. Certifications

I certify that I am familiar with the information contained in this application, that to the best of my knowledge and belief, such information is true, complete and accurate, and if granted this permit, I agree to abide by Missouri Clean Water Law and all rules, regulations, orders and decisions, subject to any legitimate appeal available to an applicant under the Missouri Clean Water Law of the Missouri Clean Water Commission.

This certification applies to those responsibilities of the University of Missouri. The University cannot accept responsibility for issues that are under the jurisdiction of the City of Columbia or Boone County.

University of Missouri:

| | | |
|------------------|------------------------------------|-----------------------|
| <u>Gary Ward</u> | <u>Vice Chancellor, Operations</u> | <u>(573) 882-4097</u> |
| Name | Title | Phone |

| | |
|-----------|-------|
| _____ | _____ |
| Signature | Date |

15. Certifications

I certify that I am familiar with the information contained in this application, that to the best of my knowledge and belief, such information is true, complete and accurate, and if granted this permit, I agree to abide by Missouri Clean Water Law and all rules, regulations, orders and decisions, subject to any legitimate appeal available to an applicant under the Missouri Clean Water Law of the Missouri Clean Water Commission.

This certification applies to those responsibilities of the City of Columbia. The City cannot accept responsibility for issues that are under the jurisdiction of the University of Missouri or Boone County.

City of Columbia:

| | | |
|--------------------|---------------------|-----------------------|
| <u>Mike Mathes</u> | <u>City Manager</u> | <u>(573) 874-7214</u> |
| Name | Title | Phone |

| | |
|-----------|-------|
| _____ | _____ |
| Signature | Date |

15. Certifications

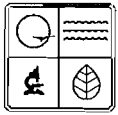
I certify that I am familiar with the information contained in this application, that to the best of my knowledge and belief, such information is true, complete and accurate, and if granted this permit, I agree to abide by Missouri Clean Water Law and all rules, regulations, orders and decisions, subject to any legitimate appeal available to an applicant under the Missouri Clean Water Law of the Missouri Clean Water Commission.

This certification applies to those responsibilities of Boone County. The County cannot accept responsibility for issues that are under the jurisdiction of the City of Columbia or the University of Missouri.

Boone County:

Daniel K. Atwill Presiding Commissioner (573) 886-4305
Name Title Phone

 7-28-15
Signature Date



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM WATER POLLUTION BRANCH
 PO BOX 176, JEFFERSON CITY, MO 65102

**FORM L – APPLICATION FOR CO-PERMITTEE SMALL MS4
 GENERAL PERMIT (FORM M MUST ALSO BE SUBMITTED)**

| FOR AGENCY USE ONLY | |
|---------------------|---------------|
| CHECK NUMBER | |
| DATE RECEIVED | FEE SUBMITTED |

THIS IS FOR A STORMWATER ONLY DISCHARGE PERMIT.

1.00

a. These municipalities/area(s) are now operating a separate storm sewer system under Missouri Operating Permit Number (NPDES) MO-0136557 or

b. This is a new permit

2.00 NAME OF ALL MUNICIPALITIES/AREAS MS4 TO BE INCLUDED (ATTACH ADDITIONAL SHEETS AS NECESSARY)
 See Attached

2.10 ADDRESS (HEADQUARTERS PHYSICAL) STREET CITY STATE ZIP CODE
 See Attached

3.00 OWNER OF EACH MUNICIPALITY/AREA TO BE INCLUDED (ATTACH ADDITIONAL SHEETS AS NECESSARY)

| | |
|------------------------------------|------------------|
| NAME See Attached | TELEPHONE NUMBER |
| ADDRESS STREET CITY STATE ZIP CODE | |

4.00 COORDINATING AUTHORITY (A SINGLE ENTITY PROVIDING COORDINATION FOR ALL CO-APPLICANTS INCLUDED IN THIS APPLICATION)

| | |
|--|------------------|
| NAME University of Missouri | TELEPHONE NUMBER |
| ADDRESS STREET CITY STATE ZIP CODE 8 Research Park Development Building Columbia MO 65211 | |

4.10 COORDINATING AUTHORITY CONTACT PERSON

| | |
|--|----------------------|
| NAME Todd Houts | PHONE (573) 882-7018 |
| | FAX (573) 882-7940 |
| TITLE Director, Environmental Health and Safety | |

5.00 INDIVIDUAL MUNICIPALITY/AREA APPLICANT CONTACT (ATTACH ADDITIONAL SHEETS AS NECESSARY)

| | |
|---|--------------|
| NAME OF MUNICIPALITY/AREA See Attached | CONTACT NAME |
| TITLE | PHONE |
| | FAX |

6.00 FOR EACH KNOWN STORMWATER OUTLET GIVE LEGAL DESCRIPTION (ATTACH ADDITIONAL SHEETS AS NECESSARY)
 Outlet Number ___ ¼ ___ ¼ ___ Sec. ___ T ___ R ___ County See Attached
 Lat ____, Long ____

6.10 FOR EACH KNOWN STORMWATER OUTLET LIST THE NAME OF THE RECEIVING WATER

Outlet Number Receiving Water See Attached

Outlet Number Receiving Water _____

Outlet Number Receiving Water _____

7.00 ATTACH A USGS 1" – 2000' SCALE MAP SHOWING THE LOCATION OF THE MUNICIPALITIES/AREAS IN RELATION TO THE LOCAL ROAD SYSTEM. INDICATE ON MAP THE MUNICIPALITY/AREA BOUNDARIES, THE RECEIVING STREAM(S); THE KNOWN STORMWATER OUTLET(S); AND THE MAP SECTION, TOWNSHIP, AND RANGE.

8.00 WE CERTIFY THAT WE ARE FAMILIAR WITH THE INFORMATION CONTAINED IN THE APPLICATION, THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, SUCH INFORMATION IS TRUE, COMPLETE AND ACCURATE, AND IF GRANTED THIS PERMIT, WE AGREE TO ABIDE BY MISSOURI CLEAN WATER LAW AND ALL RULES, REGULATIONS, ORDERS AND DECISIONS, SUBJECT TO ANY LEGITIMATE APPEAL AVAILABLE TO AN APPLICANT UNDER THE MISSOURI CLEAN WATER LAW OF THE MISSOURI CLEAN WATER COMMISSION AND WE FURTHER CERTIFY THAT THE COORDINATING AUTHORITY NAME ABOVE IS AUTHORIZED TO BE CONTACTED DIRECTLY CONCERNING ANY MATTER RELATED TO OR ASSOCIATED WITH THE PERMIT ISSUED AS A RESULT OF THIS APPLICATION. (ATTACH ADDITIONAL PAGES AS NECESSARY).

| | |
|---|---------------|
| NAMES AND OFFICIAL TITLES See Attached | PHONE NUMBERS |
| SIGNATURES | DATE |

**INSTRUCTIONS FOR FILLING OUT FORM L – APPLICATION FOR CO-PERMIT
FOR SMALL MS4 GENERAL PERMIT**

General permit fees (\$150) shall be submitted with Form L for each municipality/area applying for coverage under this co-permit for general permit for small MS4. Where there are multiple releases from a single municipality/area one (1) application may cover all stormwater outlets.

Form M must also be submitted.

- 1.00 Fill out either Item (a.) or Item (b.) as applicable.
- 2.00 Name of each municipality/area small MS4 to be included in permit – by what name are the municipalities/areas known locally? Examples: Columbia MS4, Fenton MS4, Joplin MS4, State Highway 5 MS4, Federal Records Center MS4, etc.
- 2.10 Give the street address of each municipality/area's headquarters to be included in the permit. If the municipality/area's headquarters lacks a street name or route number, give the most accurate alternate geographic information.
- 3.00 Owner of each municipality/area to be included in permit – legal name and address of owner.
- 4.00 Coordinating authority – a single permanent organization or person (as determined by the co-permittees) which will serve as the coordinating authority for overseeing the requirements and activities included in this permit. The coordinating authority shall be responsible for the administration of the terms of this permit and the coordination of the resolution of any issues occurring regarding this permit's requirements; along with resolving issues related to the responsibilities outlined in the Storm Water Management Program.
- 4.10 Give name of the person or persons at the coordinating authority that can be contacted by the department if necessary.
- 5.00 Municipality/area contacts.
- 6.00 A stormwater outlet is the point(s) at which stormwater is discharged to a receiving stream. This may be the point(s) where stormwater leaves the municipality/area. Outlets locations should be given in terms of the legal description. Sufficient information should be submitted so the stormwater outlet(s) may be located by department staff.
- 6.10 Receiving water(s) – the name of the stream(s) to which stormwater is directed and any subsequent stream until a continuous flowing stream is reached.
- 7.00 A map showing the municipality/area in relation to the local roads and receiving waters. Attach a 1"= 2000' USGS topographic map that can be obtained from the department's Geological Survey & Resource Assessment Division in Rolla, MO. (573) 368-2125.
- 8.00 Signatures – all applications must be signed as follows and the signatures must be original – for a municipal, state, federal, or other public entity, by either a principal executive officer or by an individual having overall responsibility for environmental matters for the municipality/area.

If there are any questions concerning this form, please contact the Water Protection Program, Water Pollution Branch, PO Box 176, Jefferson City, MO 65102 or by telephone at (573) 751-6825.

Attachments for Form L – Application for Co-Permittee Small MS4 General Permit

2.00/2.10 Names/Addresses of All Municipalities/Areas

University of Missouri
8 Research Park Development Building
Columbia, MO 65211

City of Columbia
701 E. Broadway
Columbia, MO 65201

County of Boone
801 E. Walnut
Columbia, MO 65201

3.00 Owner of Each Area

The Curators of the University of Missouri
(573) 882-7018
225 University Hall
Columbia, MO 65211

City of Columbia
(573) 874-7250
701 E. Broadway
Columbia, MO 65201

County of Boone
(573) 886-4330
801 E. Walnut
Columbia, MO 65201

5.00 Individual Municipality/Area Applicant Contact

University of Missouri
Todd Houts
Director, Environmental Health and Safety
(573) 882-7018
(573) 882-7940 (fax)

City of Columbia
John Glascock
Director, Public Works
(573) 874-7250
(573) 874-7266 (fax)

Boone County

Stan Shawver
Director, Resource Management
(573) 886-4330
(573) 886-4340 (fax)

6.00/6.10 Storm Water Outfalls and Receiving Waters

Facility Description

NOTE: All outfalls are points where the waters leave co-permittees' jurisdiction.

#001 - Receiving Water: Tributary to Gans Creek
SE ¼ of the SW ¼ Section 27, Township 48N Range 12W
Latitude 38° 54' 28" Longitude 92° 15' 28"

#002 - Receiving Water-Rocky Fork Creek
NW ¼ of the NW ¼ Section 34, Township 49N Range 13W
Latitude 38°-59'-48" Longitude 92°-22'-35"

#003 - Receiving Water: Mississippi River
NW ¼ of the SW ¼ Section 12, Township 48N Range 15W
Latitude 38° 58' 18" Longitude 92° 33' 25"

#004 - Receiving Water: Tributary to Lick Fork Creek
NW ¼ of the SW ¼ Section 12, Township 51N Range 13W
Latitude 39° 13' 25" Longitude 92° 19' 52"

#005 - Receiving Water: Saling Creek
NW¼ of the NW ¼ Section 4, Township 51N Range 12W
Latitude 39° 14' 41" Longitude 92° 16' 22"

#006 - Receiving Water: Goodwater Creek
SE¼ of the SW ¼ Section 33 Township 52N Range 11W
Latitude 39° 14' 28" Longitude 92° 09' 08"

#007 - Receiving Water: Long Branch Creek
SW¼ of the SE ¼ Section 36, Township 52N Range 12W
Latitude 39° 14' 33" Longitude 92° 12' 17"

#008 - Receiving Water: Prairie Creek
SW¼ of the SE ¼ Section 7, Township 49N Range 14W
Latitude 39° 02' 59" Longitude 92° 32' 04"

#009 - Receiving Water: Bonne Femme
SE¼ of the SW ¼ Section 3, Township 46N Range 13W
Latitude 38° 47' 29" Longitude 92° 22' 47"

#010 - Receiving Water: Little Bonne Femme
NE¼ of the NE ¼ Section 33, Township 47N Range 13W
Latitude 38° 49' 04" Longitude 92° 23' 07"

Receiving Water: Perche Creek

#011 - SW¼ of the SE ¼ Section 33, Township 47N Range 13W
Latitude 38° 49' 12" Longitude 92° 23' 25"

Receiving Water: Bear Creek

#012 - NE¼ of the SE ¼ Section 2, Township 48N Range 13W
Latitude 38° 59' 42" Longitude 92° 18' 07"

Receiving Water: Youngs Creek

#013 - SW¼ of the SW ¼ Section 13, Township 51N Range 11W
Latitude 39° 11' 56" Longitude 92° 06' 19"

Receiving Water: Slate Creek

#014 - SE¼ of the NE ¼ Section 21 Township 45N Range 12W
Latitude 38° 40' 05" Longitude 92° 17' 36"

Receiving Water: Hart Creek

#015 - NE¼ of the NW ¼ Section 19, Township 45N Range 12W
Latitude 38° 40' 22" Longitude 92° 19' 27"

Receiving Water: Glascock Branch

#016 - NE¼ of the NW ¼ Section 35, Township 46N Range 13W
Latitude 38° 43' 55" Longitude 92° 21' 35"

Receiving Water: Grider Branch

#017 - SW¼ of the SW ¼ Section 26, Township 46N Range 13W
Latitude 38° 44' 00" Longitude 92° 21' 52"

Receiving Water: Sinking Creek

#018 - SW¼ of the NE ¼ Section 20, Township 48N Range 14W
Latitude 38° 56' 31" Longitude 92° 31' 02"

Receiving Water: Grocery Branch

#019 - SW¼ of the SW ¼ Section 35, Township 48N Range 14W
Latitude 38° 54' 18" Longitude 92° 28' 30"

Receiving Water: Terrapin Creek

#020 - SE¼ of the SW ¼ Section 27, Township 48N Range 14W
Latitude 38° 55' 09" Longitude 92° 29' 22"

Receiving Water: Cedar Creek

#021 - SW¼ of the SW ¼ Section 7, Township 45N Range 11W
Latitude 38° 41' 20" Longitude 92° 13' 05"

Receiving Water: Cedar Creek

#022 - SE¼ of the NE ¼ Section 22, Township 49N Range 11W
Latitude 39° 01' 03" Longitude 92° 08' 01"

Receiving Water: Cedar Creek

#023 - NW¼ of the NW ¼ Section 6, Township 45N Range 11W
Latitude 38° 42' 47" Longitude 92° 13' 00"

- #024 - Receiving Water: Brushy Creek
NE¼ of the SW ¼ Section 31, Township 46N Range 11W
Latitude 38° 43' 16" Longitude 92° 12' 42"
- #025 - Receiving Water: Cedar Creek
NE¼ of the NW ¼ Section 22, Township 47N Range 11W
Latitude 38° 50' 43" Longitude 92° 08' 53"
- #026- Receiving Water: Cedar Creek-1
SE¼ of the NE ¼ Section 34, Township 50N Range 11W
Latitude 39° 04' 22" Longitude 92° 07' 50"
- #027- Receiving Water: Cedar Creek-2
NW¼ of the SE ¼ Section 9, Township 47N Range 11W
Latitude 38° 51' 55" Longitude 92° 09' 43"
- #028 - Receiving Water: Un-named Tributary to Bass Creek
SW¼ of the SW ¼ Section 25, Township 47N Range 12W
Latitude 38° 49' 03" Longitude 92° 13' 50"
- #029 - Receiving Water: Cedar Creek
SE¼ of the SW ¼ Section 28, Township 48N Range 11W
Latitude 38° 54' 14" Longitude 92° 09' 52"
- #030- Receiving Water: Tributary to North Fork Grindstone Creek
SW¼ of the NE ¼ Section 11, Township 48N Range 12W
Latitude 38° 57' 36" Longitude 92° 14' 10"
- #031 - Receiving Water: Hinkson Creek
SE¼ of the SE ¼ Section 15, Township 49N Range 12W
Latitude 39° 01' 25" Longitude 92° 14' 45"

8.0 Names and Official Titles

I certify that I am familiar with the information contained in the application, that to the best of my knowledge and belief, such information is true, complete and accurate, and if granted this permit, I agree to abide by Missouri Clean Water Law and all rules, regulations, orders and decisions, subject to any legitimate appeal available to an applicant under the Missouri Clean Water Law of the Missouri Clean Water Commission and I further certify that the coordinating authority named above is authorized to be contacted directly concerning any matter related to or associated with the permit issued as a result of this application.

This certification applies to those responsibilities of the University of Missouri. The University cannot accept responsibility for issues that are under the jurisdiction of the City of Columbia or Boone County.

University of Missouri:

Gary Ward
Name

Vice Chancellor, Operations
Title

(573) 882-4097
Phone

Signature

Date

8. Names and Official Titles

I certify that I am familiar with the information contained in the application, that to the best of my knowledge and belief, such information is true, complete and accurate, and if granted this permit, I agree to abide by Missouri Clean Water Law and all rules, regulations, orders and decisions, subject to any legitimate appeal available to an applicant under the Missouri Clean Water Law of the Missouri Clean Water Commission and I further certify that the coordinating authority named above is authorized to be contacted directly concerning any matter related to or associated with the permit issued as a result of this application.

This certification applies to those responsibilities of the City of Columbia. The City cannot accept responsibility for issues that are under the jurisdiction of the University of Missouri or Boone County.

City of Columbia:

| | | |
|---------------------|---------------------|-----------------------|
| <u>Mike Matthes</u> | <u>City Manager</u> | <u>(573) 874-7214</u> |
| Name | Title | Phone |

| | |
|-----------|-------|
| _____ | _____ |
| Signature | Date |


8. Names and Official Titles

I certify that I am familiar with the information contained in the application, that to the best of my knowledge and belief, such information is true, complete and accurate, and if granted this permit, I agree to abide by Missouri Clean Water Law and all rules, regulations, orders and decisions, subject to any legitimate appeal available to an applicant under the Missouri Clean Water Law of the Missouri Clean Water Commission and I further certify that the coordinating authority named above is authorized to be contacted directly concerning any matter related to or associated with the permit issued as a result of this application.

This certification applies to those responsibilities of Boone County. The County cannot accept responsibility for issues that are under the jurisdiction of the City of Columbia or the University of Missouri.

Boone County:

Daniel K. Atwill Presiding Commissioner (573) 886-4305
Name Title Phone

 7-28-15
Signature Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 28th day of July 20 15

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

Now on this day the County Commission of the County of Boone does hereby award bid 30-23JUN15 – Plumbing Services Term & Supply to Master Tech Plumbing, Heating & Cooling.

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

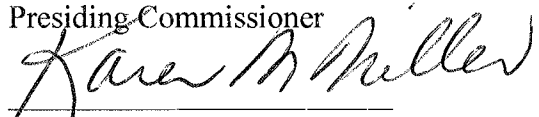
Done this 28th day of July, 2015.

ATTEST:

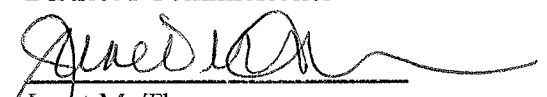
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Cheli Haley
Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley, Buyer
DATE: July 15, 2015
RE: Bid Award Recommendation for Plumbing Services Term & Supply
Request for Bid Number: 30-23JUN15

The Plumbing Services bid opened on June 23, 2015 with one bid received. Upon completion of the bid evaluation, Facilities Maintenance, Public Works, and the Sheriff's Department all recommend awarding by low bid to Master Tech Plumbing, Heating, & Cooling.

The Term and Supply contract period is from August 1, 2015 through July 31, 2016 with four 1-year renewal periods. Invoices will be paid from Account 60100 – Building Repairs/Maintenance. The departments and the amount budgeted for each are as follows:

Department 6100 – Facilities and Grounds Maintenance / \$6,180.00
Department 2040 – Public Works Maintenance Operations / \$20,000.00
Department 1256 – Sheriff/Corrections Building Housekeeping/Maintenance / \$24,104.00

The bid tabulation and department recommendations are attached for your information.

| 30-23JUN15 Plumbing Services Term and Supply | | MasterTech Plumbing Heating and Cooling |
|---|--|---|
| Bid Tabulation | | |
| Item Description | Unit Price | |
| Material \$0.00-\$999.00 (markup over Contractor cost) | \$ | 20.00 % markup |
| Material \$1,000.00-\$5,999.00 (markup over Contractor cost) | \$ | 10.00 % markup |
| Material \$6,000.00 and up (markup over Contractor cost) | \$ | 5.00 % markup |
| Rental Equipment (markup over Contractor cost) per unit | \$ | 10.00 % markup |
| Maintenance/Small Repair / Non-Prevailing Wage | Unit Price | |
| Labor (Straight Time) | \$ | 75.00 per hour |
| Rate per hour for each additional technician (Straight Time) | \$ | 60.00 per hour |
| Labor (Nights/Weekends) | \$ | 95.00 per hour |
| Rate per hour for each additional technician (Nights/Weekends) | \$ | 85.00 per hour |
| Labor (Holidays as listed by Bidder on Response Form) | \$ | 110.00 per hour |
| Rate per hour for each additional technician (Holidays) | \$ | 90.00 per hour |
| Flate rate per hour for emergency service (outside normal business hours, to include all workers and repairs) | \$ | 175.00 per hour |
| Major Repair Services / Prevailing Wage | Unit Price | |
| Labor (Straight Time) | \$ | 110.00 per hour |
| Rate per hour for each additional technician (Straight Time) | \$ | 95.00 per hour |
| Labor (Nights/Weekends) | \$ | 130.00 per hour |
| Rate per hour for each additional technician (Nights/Weekends) | \$ | 120.00 per hour |
| Labor (Holidays as listed by Bidder on Response Form) | \$ | 145.00 per hour |
| Rate per hour for each additional technician (Holidays) | \$ | 125.00 per hour |
| Flate rate per hour for emergency service (outside normal business hours, to include all workers and repairs) | \$ | 250.00 per hour |
| Holidays: Holidays observed by your company. | | |
| | New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day | |
| Renewals: Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract. | | |
| First Renewal Term | 5 % | |
| Second Renewal Term | 5 % | |
| Third Renewal Term | 5 % | |
| Cooperatives: Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) | | |
| | No | |
| TOTAL | \$ 1,665.00 | |

Boone County Purchasing

Cheli Haley
Buyer



613 E. Ash Street, Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Bob Davidson
Facilities Maintenance

FROM: Cheli Haley
Buyer

DATE: June 23, 2015

RE: Department Evaluation/Recommendation – **30-23JUN15: Plumbing Services
Term and Supply**

Attached is the bid tabulation for the one bid response received for the above referenced Request for Bid. Please return this cover sheet with your recommendation by e-mail or fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 6100

Account Number: 60100

Budgeted: \$ 6000.⁰⁰

Award Bid by low bid to **MasterTech Plumbing, Heating & Cooling**

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting all bids for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: 

Date: 7-6-15

Boone County Purchasing

Cheli Haley
Buyer



613 E. Ash Street, Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Greg Edington and Chet Dunn
Public Works

FROM: Cheli Haley
Buyer

DATE: June 23, 2015

RE: Department Evaluation/Recommendation – **30-23JUN15: Plumbing Services
Term and Supply**

Attached is the bid tabulation for the one bid response received for the above referenced Request for Bid. Please return this cover sheet with your recommendation by e-mail or fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2048

Account Number: 60100

Budgeted: \$ 20,000

Award Bid by low bid to **MasterTech Plumbing, Heating & Cooling**

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting all bids for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature:  Date: 6/25/15

Boone County Purchasing

Cheli Haley
Buyer



613 E. Ash Street, Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Chad Martin and Bob Schwartz
Sheriff's Department

FROM: Cheli Haley
Buyer

DATE: June 23, 2015

RE: Department Evaluation/Recommendation – **30-23JUN15: Plumbing Services
Term and Supply**

Attached is the bid tabulation for the one bid response received for the above referenced Request for Bid. Please return this cover sheet with your recommendation by e-mail or fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 1256

Account Number: 60100

Budgeted: \$ 24,104.00

Award Bid by low bid to **MasterTech Plumbing, Heating & Cooling**
w/conditions - see memo

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting all bids for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: _____

Date: _____

6-24-15



BOONE COUNTY SHERIFF'S DEPARTMENT
2121 County Drive, Columbia, MO 65202
573/875-1111 Fax 573/874-8953

MEMORANDUM

DATE: June 24, 2015
TO: Melinda, Boone County Purchasing Director
FROM: Captain Chad Martin
SUBJECT: 30-23JUN15: Plumbing Services Term and Supply

Melinda,

I can support awarding this bid to MasterTech only if it includes some non-exclusivity wording.

We need to reserve the right to obtain plumbing services from other companies for work that, historically, MasterTech has not been able to do. One small example of a problem we have had with them is due to our Victaulic brand couplers. MasterTech has not been able to make the grooves and put this type of pipe together. There have been other jobs over the years that MasterTech has not been able to perform as well. We would use them for drain cleaning, however most other smaller plumbing work is done by in-house maintenance staff.

Thanks,

A handwritten signature in black ink, appearing to read "Chad Martin", with a long horizontal stroke extending to the right.

Captain Chad Martin



MISSOURI ONLINE BUSINESS FILING



Fictitious Name Details as of 7/13/2015

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

*Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

RETURN TO FILE
SEARCH RESULTS ONLINE

Select filing from the list.

Filing Type: Fictitious Name Cancellation

ORDER COPIES/
CERTIFICATES

| General Information | Filings | Address | Owners | Contact(s) |
|--|---------|---|--------|---|
| <p>Name(s) MasterTech Plumbing, Heating, & Cooling</p> <p>Type Fictitious Name</p> <p>Status Fictitious Active</p> | | <p><u>Address</u> 5150 I-70 DR. SW COLUMBIA, MO 65203</p> <p>Charter No. X01134479</p> | | <p>Date Formed 4/13/2011</p> <p>Expiration Date 4/13/2016</p> |

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JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Fictitious Name Details as of 7/13/2015

*Required Field

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS Select filing from the list. FILE ONLINE

Filing Type Fictitious Name Cancellation

ORDER COPIES/
CERTIFICATES

| General Information | Filings | Address | Owners | Contact(s) |
|------------------------------|---------|--|--------|---------------------------|
| Name(s) MASTER TECH PLUMBING | | Address 6160 I-70 Drive SW COLUMBIA, MO 65203 | | Charter No. X00364769 |
| Type Fictitious Name | | | | Date Formed 11/29/1999 |
| Status Fictitious Active | | | | Expiration Date 8/28/2019 |

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[View assistance for Search Results](#)

Search Results

Current Search Terms: master* tech* plumbing*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

[Search](#)

[Results](#)

[Entry](#)

[Exclusion](#)

[Search](#)

[Filters](#)

[By Record Status](#)

[By Functional Area - Entity Management](#)

[By Functional Area - Performance Information](#)

SAM | System for Award Management 1.0

IBM v1.P.34.20150710-1415



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

**PURCHASE AGREEMENT
FOR
Plumbing Services Term and Supply**

THIS AGREEMENT dated the 28th day of July 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Master Tech Plumbing, Heating & Cooling**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Plumbing Services Term and Supply**, County of Boone Request for Bid number **30-23JUN15**, Introduction and General Conditions of Bidding, Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Statement of Bidder's Qualifications and Prior Experience, Work Authorization Certification, Certification Regarding Debarment, State Prevailing Wage Order #22, as well as the Contractor's bid response dated **June 17, 2015** and executed by **Jerry E. Hall**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, State Prevailing Wage Order #22, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **August 1, 2015 extend through July 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. This contract is considered to be "non-exclusive". The County reserves the right to purchase from other vendors.

4. Billing and Payment - Work done at the Boone County Public Works Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address, and work done at the Boone County Sheriff's Department and Annex buildings shall be invoiced to 2121 County Drive, Columbia, 65202. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

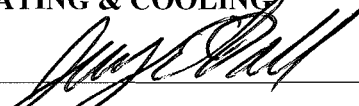
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

7. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

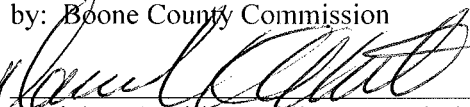
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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


**MASTER TECH PLUMBING,
HEATING & COOLING**

by 
 title General Manager
 address 5150 I-70 Drive SW
Columbia, MO 65203

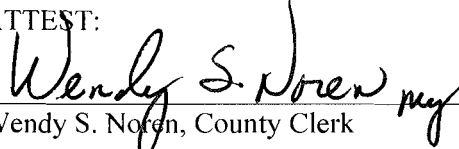
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

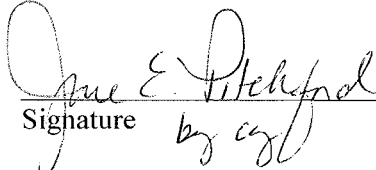
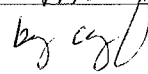

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


 Signature by 

7/15/15 1256/2040/6100-60100 Term & Supply
 Date No Encumbrance Required
 Appropriation Account

5. Response Form

5.1. Company Name: MasterTech Plumbing, Heating & Cooling
 5.2. Address: 5150 I-70 Drive SW
 5.3. City/Zip: Columbia, MO 65202
 5.4. Phone Number: 573-777-7777
 5.5. E-Mail: hall@socket.net
 5.6. Fax Number: 573-446-5401
 5.7. Federal Tax I.D. 43-1870150
 5.7.1 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

5.8. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

5.8.1. "As Needed" Repair and/or Maintenance Work: Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m.* Rates per hour shall be quoted using one (1) service technician.

| ITEM DESCRIPTION | UNIT PRICE |
|---|--------------------|
| 1. Material \$0 - \$999.00 (markup over Contractor cost): | <u>20</u> % markup |
| 2. Material \$1000.00 - \$5,999.00 (markup over Contractor cost): | <u>10</u> % markup |
| 3. Material \$6,000.00 and Up (markup over Contractor cost): | <u>5</u> % markup |
| 4. Rental Equipment (markup over Contractor cost) per unit: | <u>10</u> % markup |

| | Major Repair: Prevailing Wage- | Maintenance/ Small repair: Non-Prevailing |
|--|-----------------------------------|---|
| 5. Labor (Straight Time) | <u>110.00</u> /per hr | <u>75.00</u> /per hr |
| 6. Rate per hour for each additional technician (Straight Time) | <u>95.00</u> /per hr | <u>60.00</u> /per hr |
| 7. Labor (Nights/Weekends) | <u>130.00</u> /per hr | <u>95.00</u> /per hr |
| 8. Rate per hour for each additional technician (Nights/weekends) | <u>120.00</u> /per hr | <u>85.00</u> /per hr |
| 9. Labor (Holidays as listed in 5.10. of this Response Form) | <u>145.00</u> /per hr | <u>110.00</u> /per hr |
| 10. Rate per hour for each additional technician (Holidays) | <u>125.00</u> /per hr | <u>90.00</u> /per hr |
| 11. <u>Flat rate per hour</u> for emergency service outside normal business hours, to include all workers and repairs. | <u>250.00</u> /per hr | <u>175.00</u> /per hr |

5.9. **Emergency Twenty-Four Hour Service Contact:**

Name: Jerry Hall Telephone Number(s): 573-881-9927
Service Contact's job title within your company: General Manager

5.10. Holidays: List the holidays observed by your company: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

5.11. Provide with your bid response, evidence of current licensure as Plumbing Contractor in the state of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.A with your bid.**

5.12. **RENEWALS** – Quote maximum percentage increases for contract renewals:
(Percentage markups quoted in Items 1 through 4 will remain fixed for duration of this contract)

Items 5 through 11, Maintenance-Non Prevailing Wage:

1st contract renewal term: 5 %
2nd contract renewal term: 5 %
3rd contract renewal term: 5 %
4th contract renewal term: 5 %

(Any requested rate adjustments on Items 5 through 11, *Major Repair/Prevailing Wage*, will be evaluated by the County at each renewal)

5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? *(A negative response to this question will not affect evaluation of your bid.)* YES _____ NO X

5.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. 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.

Authorized Representative (Sign By Hand):

Jerry Hall Date: 6-17-15

Print Name and Title of Authorized Representative:

Jerry E. Hall

Time: General Manager

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: MasterTech Plumbing, Heating & Cooling
- 2. Business Address: 5150 I-70 Drive SW Columbia, MD 21043
- 3. When Organized: 1999
- 4. When Incorporated: 1999

5. List Federal tax identification number: 43-1810152 If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____

6. Number of years engaged in business under present firm name: 16 yrs

7. If you have done business under a different name, please give name and business location under that name: Enterprise Plumbing Columbia, MD 21043

8. Percent of work done by own staff: 100%

9. Have you ever failed to complete any work awarded to your company? Yes No If so, where and why? _____

10. Have you ever defaulted on a contract or been in litigation for services performed? Yes No If so, give details: _____

11. List of contracts with contact information, completed within the last three years, for performing similar services on equipment in commercial properties as described in this bid, including value of each: See Exhibit A next page.

12. List of projects currently in progress: Boon County Facilities
Plumbing Service Term & Supply HVAC Service Term & Supply
William T Corporation Plumbing Service
* Attach additional sheets as necessary *

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance in plumbing maintenance and major repairs on equipment serving commercial properties.

1. **Prior Services Performed for:**

Company Name: *Boone County Facilities*
Address: *601 E. Walnut*
Columbia, mo 65201
Contact Name: *Bob Davidson*
Telephone Number: *573-864-2899*

Date of Contract: *2002 until present*
Length of Contract: *13 yrs*

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

All emergency & routine plumbing service as required

2. **Prior Services Performed for:**

Company Name: *City of Columbia*
Address: *701 E. Ash St*

Contact Name: *Dan Vandervoort or Eric Hempel*
Telephone Number: *573-908-0337 or 874-7241*

Date of Contract: *2002 until present*
Length of Contract: *various*

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

Repair or replace toilets, sinks, faucets, water heaters, etc.

3. **Prior Services Performed for:**

Company Name: *Walmart Corporation*
Address: *415 Conley, 1201 Grindstone Pkwy & 3001 W. Broadway*
Columbia, mo 65203
Contact Name: *Service Channel*
Telephone Number: *877-563-0589*

Date of Contract: *1999 to present*
Length of Contract: *16 yrs*

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

Repair or replace toilets, sinks, faucets, water heaters, etc.

(Please complete and return with Bid)

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 93 Section 93.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Jerry Hall General Manager
Name and Title of Authorized Representative

Jerry Hall 6-17-15
Signature Date

ATTACHMENT F

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

County of Boone)
)ss
State of Missouri)

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

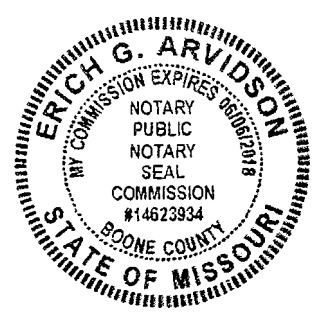
NAME OF PROJECT: Boone County Facilities Plumbing Service Term + Supply

[Signature] 6-17-15
Affiant Date

Jerry E. Hall
Printed Name

Subscribed and sworn to before me this 17th day of June, 2015.

[Signature]
Notary Public



AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

Serry Hall, General manager of the (name of company)

MasterTech Inc (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. 22 issued by the Division of Labor Standards on the 10th day of March 2015, in carrying out the Contract and work in connection with

(name of project) Plumbing Service Firm located at

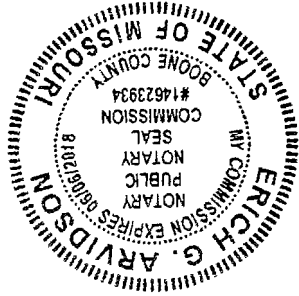
(name of institution) Boone Facilities in Boone County,

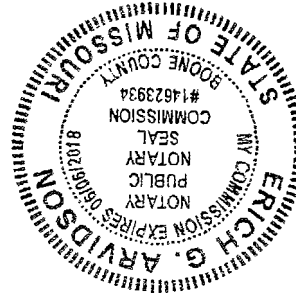
Missouri and completed on the 17th day of JUNE, 2015

Signature [Handwritten Signature]

Subscribed and sworn to me this 17th day of June, 2015
My commission expires June 6th 2018

Notary Public [Handwritten Signature]





Notary Public

Edw. J. Hall

Subscribed and sworn to before me this 17th day of June, 2013

Printed Name

Jerry F. Hall

Signature

Jerry F. Hall
Date 6-17-13

States.

submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States. Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

My name is Jerry Hall, I am an authorized agent of MaskTech Inc. (Bidder). This business is enrolled and participates in a federal work authorization

County of Boone)
State of Missouri)
)ss

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

201107

atch ID: JASMITH 10/06/14 00 Receipt no: 9317

| Year | License | Type | SvcCd | Description | Amount |
|---------------|---------|------|-------|--------------------------|---------|
| 2014 | 12103 | BR | | BUSINESS LICENSE RENEWAL | |
| JKER, RUSSELL | | | | | \$90.00 |

ender detail

CK Ref#: 20086 \$90.00
 otal tendered: \$90.00
 otal payment: \$90.00

rans date: 10/06/14 Time: 10:51:06

THANK YOU FOR YOUR PROMPT PAYMENT

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. For inquiries, please call Customer Service at 874-7378



CITY OF COLUMBIA, MISSOURI
 Board of Plumbing Examiners

Certifies that Russell Duker
 is licensed as an Master Plumber
 unless the certificate can be lawfully revoked or suspended

EXPIRES December 31, 2017

17-12103
 License #

[Signature]
 Director of Community Development

MASTERTECH, INC./MASTERTECH PLUMBING
 City of Columbia-

to renew Russ's master license

10/1/2014

20086

90.00

Cash - Calliaway Chec

90.00



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, Mo 65201

REQUEST FOR BID (RFB)

Elizabeth Sanders, CPPB
Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: lsanders@boonecountymo.org

Bid Data

Bid Number: **30-23JUN15**
Commodity Title: **Plumbing Services- Term and Supply**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: **Tuesday, June 23, 2015**
Time: **2:00 PM CT (*Bids received after this time will not be considered*)**
Location/Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201**
Directions: **Annex Building is located at corner of 7th & Ash St.**

Bid Opening

Day/Date: **Tuesday, June 23, 2015**
Time: **2:00 PM, Central Time**
Location/Address: **Boone County Purchasing/Annex Building
613 E. Ash St, Room 111
Columbia, Mo 65201**

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Conditions and Requirements
3.0: Primary Specifications
4.0: Response Presentation and Review
5.0: Response Form
Attachments: A Statement of Bidder's Qualifications (and Prior Experience)
B Compliance with (House Bill 1549) & Work Authorization
C Certification of Individual Bidder/Affidavit Certification Opt 2
D Debarment Certification
E Affidavit for Compliance with Prevailing Wage
F Affidavit of Compliance with OSHA Training
G Standard Terms and Conditions
H "No Bid" Response Form
I State Prevailing Wage Order No. 22

1. Introduction and General Conditions of Bidding

INVITATION – The County of Boone, through its Purchasing Department, invites responses which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2 and Section 3.

DEFINITIONS

County – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing – The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier – All business/entities which may provide the subject goods and/or services.

Bid – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Invitation for Bid” is used when the need is well defined. An “Invitation for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

Response – The written, sealed document submitted according to the Bid instructions.

BID CLARIFICATION – Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

Deadline for questions - Questions concerning these specifications may be submitted to County no later than end of business on Wednesday, June 17, 2015.

Bidder Responsibility – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

Bidders shall visit the site of work and become familiar with the condition under which 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. Successful Bidder(s) 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.

Bid Addendum – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

AWARD – 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 Purchasing 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. *County reserves the right to award to more than one service provider.* Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.

CONTRACT DOCUMENTS – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award, on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

CONTRACT EXECUTION – This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

Precedence – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

CONTRACT PERIOD- The initial contract period will be effective from date of written Commission Order and extend through 12 months, and may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to any renewal period. Contractor's quoted costs shall remain firm during the initial contract period. Adjustments to costs for subsequent renewal terms shall be in accordance with the percentages quoted on the Response Form of this bid. Any renewals will be based on agreement by both parties as to pricing, past vendor service, etc. Contract may be cancelled by Boone County upon 10 days written notice to Contractor for non-compliance with these bid requirements, performance problems, or other just cause so deemed by the County.

TERMINATION FOR CONVENIENCE – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period's expiration if it is deemed to be in the best interest of Boone County.

PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.

COMPLIANCE WITH STANDARD TERMS AND CONDITIONS – Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. *Contract Conditions and Requirements*

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 at minimum meet Missouri statutory limits. Employers Liability limits for this contract shall at minimum 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.

OVERHEAD LINE PROTECTION- 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 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.

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.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED-

- a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

PREVAILING WAGE: With submission of a bid response, Vendor acknowledges that any major repair serviced in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-today, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 22** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 111, Columbia, MO 65201; or email lsanders@boonecountymo.org , or call the Purchasing offices at 573-886-4394. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

Wage Rates- "Major repair" work 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 worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 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 and each Subcontractor shall keep an accurate record showing 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 representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project's acceptance.

Notices- Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

Penalty- Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 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 or by an Subcontractor under them.

Affidavit of Compliance- After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

Wage Determination- The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission 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 such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.

SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure 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 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.

LIEN WAIVERS- Prior to the release of a project’s final payment amount, contractor shall file with the County a completed 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.

BILLING AND PAYMENTS- Monthly statements containing invoices for the month for which work was performed shall be submitted to the appropriate using department. Payment of monthly statements shall be made within 30 days of receipt of a correct statement. County’s contract number must appear on all invoices and statements. All contracted work done for the County on a “time and material” basis must include the following information on the invoices:

1. Name of the County location where work was performed and date(s) work was performed.
2. If materials are used, provide itemized materials list and Contractor’s cost for those items, indicating the contract markup % and cost to County.
3. Itemized list and contractor’s cost of rental equipment used, if any. (Include contract markup % and cost to County)
4. Labor cost per hour with name(s) of crew member(s) on the job.
5. Total hours on project and total cost of labor.

If the above information is not noted on the invoice, it will be returned to the contractor for additional information before payment can be made.

Billing address shall be one of the following depending on the location where work is performed:
Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201
Public Works, 5551 S. Hwy 63, Columbia, MO 65201
Sheriff Department, 2121 County Drive, Columbia, MO 65202

3. Primary Specifications

PURPOSE / INTENT – Boone County, hereafter referred to as “County”, seeks bid offers from qualified vendors with the intent to contract with an individual(s) or organizations(s), hereinafter referred to as “Contractor” for a Term and Supply contract to provide all labor, materials, tools, equipment, transportation, services, and supervision in the performance of **Plumbing Services**, “as needed” for various commercial properties of Boone County, Missouri. Services will be requested by the Facilities Maintenance, Public Works, and Sheriff Departments for as needed maintenance and/or repairs. County may, during the course of this contract, add or delete service locations. This shall not be cause for Contractor’s prices to change during any given contract period. *The County reserves the right to bid any one job with an estimated cost of \$6,000.00 or more.*

Estimated Usage – Based on past usage, the estimated total expenditures against this contract are expected to meet or exceed \$6,000 annually. However, this amount is an estimate only and as such, does not constitute a guarantee on the part of the County.

CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS-

Work Hours- The Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in the Response Form section.

Security - Contractor shall be responsible for providing and updating a list of the Contractor’s employees working at any of the locations. Contractor shall comply with all security measures required by Boone County. All aspects of building security will be discussed with the Contractor by County department designees after contract is in place and before Notice to Proceed on any project is provided.

Equipment/Safety- Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during work under the contract. The safety of the Contractor’s employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.

Workmanship- Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

Cleaning- Contractor shall keep the premises clean of all rubbish and debris generated by the work involved. Contractor, at his/her expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor’s property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the county department’s representative shall be consulted.

Final Inspection and Approval- The Contractor shall request the facility authority responsible for the work location to conduct a site inspection after the project is complete. A “punch-list” will be prepared during the inspection and a copy will be provided to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by the facility authority responsible for the site.

Property Damage- The Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor’s activities.

Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

Repair/Warranties- The Contractor shall guarantee all work performed under this contract. The Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty service will be performed at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

Materials- All materials provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

Replacement Parts- Replacement parts furnished must be of the same manufacturer or an equal product approved by county facility designee. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.

Labor/Mobilization- Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.

FOB Point- Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

Repairs – "As needed" basis. For non-emergency repairs Contractor shall provide the County with a written quotation, detailing proposed parts and labor charges with total cost of repairs within three (3) business days of Contractor's *initial response* to service request. Quotations shall be based on the bid prices stated on the enclosed Response Form. No work resulting in additional charges to the County over the original approved written repair quote will be authorized without prior written approval of the county's facility designee. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, then Contractor shall book the job. The proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If there is down time during the repair for more than twelve (12) hours, the county department representative will be advised and informed in writing of the nature or repairs that cause the shutdown. Contractor shall respond within a *one hour period* to any and all service requests which are designated as emergency repair. Emergency repairs may be quoted verbally to expedite the job, followed up with a written quote based on the verbal quote. Unit prices quoted shall not exceed contract prices.

Response Time – Contractor shall respond within a one hour period to any and all service requests which are designated as *emergency repair*. (Non-emergency requests require an *initial response* from Contractor within a *two hour period*.) Some emergency repairs may be at times other than normal working hours. Vendor should be in a position to be available on a twenty four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours, to include all workers and repairs.

Sub-Contractors- No subcontractors shall be used without prior written approval of the County's designated representative.

Working with County's Personnel- The Contractor must agree to work alongside the County's maintenance staff.

Service Locations include, but not limited to-

Boone County Government Center, 801 E. Walnut St.

Sheriff Department, 2121 County Drive

Sheriff Department Annex, 2111 County Drive

County Courthouse, 705 E. Walnut St.

Boone County Annex, 613 East Ash Street
Johnson Building, 605 East Walnut Street
Alternative Sentencing, 607 East Ash Street
Public Works, 5551 Tom Bass Road
Robert L. Perry Juvenile Justice Center, 5665 Roger I. Wilson Drive

CONTRACTOR QUALIFICATIONS AND EXPERIENCE- It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities.

Inspection of Facilities: Prior to submitting a bid, inspections of county facilities should be arranged by contacting the following facility authorities:

Bob Davidson- Manager of Facilities Maintenance, 573-886-4401 or BDavidson@boonecountymo.org

Greg Edington- Public Works, Asst. Mgr Road Operations 573-449-8515, Ext 226 or gedington@boonecountymo.org

Chad Martin, Captain-Sheriff Department, 573-875-1111 ext 6201 or cmartin@boonecountymo.org ; or

Bob Schwartz-Senior Facility Maintenance Technician, Sheriff Department, 573-875-1111 or BSchwartz@boonecountymo.org

For Sheriff Department, the following is a partial list of some of the equipment which may need repair or replacement as part of this contract:

85 gallon gas fired water heaters

Boiler and chiller circulating pumps

120 volt solenoid valves

3-way valves

Hot water mixing valves

Balancing valves

Metering valves

Gate valves

Ball valves

Butterfly valves

Award of this contract will be to vendor(s) who provide evidence that they have past experience in performing plumbing maintenance, repairs, and if needed, equipment replacement for commercial properties. Bidder must provide evidence that they have been licensed as a plumbing contractor in the state of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid, and currently be engaged in the business of such work. **Bidder shall complete the enclosed STATEMENT OF BIDDERS QUALIFICATIONS and include with bid submittal.** The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by this contract pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity and its employees are licensed to perform the activities or work included in the bid documents.

The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance of these laws, ordinances, rules and regulations on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful bidder must comply with:

1. All pertinent requirements of the local codes and utility companies.
2. National Electric Code, latest edition.

3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.

Contact for bid questions- Elizabeth Sanders, Boone County Purchasing Department, 613 E. Ash, Room 111, Columbia, Mo 65201. Telephone: 573-886-4393 Facsimile: 573-886-4390; email: lsanders@boonecountymo.org

4. Response Presentation and Review

RESPONSE CONTENT- In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for any items requested shall be included with the response.

SUBMITTAL OF RESPONSES- Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

Advice of Award- If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page, under Purchasing, www.showmeboone.com.

BID OPENING- On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

Removal from Vendor Database- If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

RESPONSE CLARIFICATION- The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

Rejection or Correction of Responses- The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

EVALUATION PROCESS- The County's sole purpose in the evaluation process is to determine from among the Responses received which bid offer or offers are best suited to meet the County's needs at the lowest possible cost. The County reserves the right to obtain references as needed, in order to determine a Bidder's qualifications and responsibility for meeting the needs of this contract. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

Method of Evaluation- The County will evaluate submitted Responses in relation to all aspects of this Bid.

Acceptability- The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

Endurance of Pricing- Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

5. Response Form

- 5.1. Company Name: _____
- 5.2. Address: _____
- 5.3. City/Zip: _____
- 5.4. Phone Number: _____
- 5.5. E-Mail: _____
- 5.6. Fax Number: _____
- 5.7. Federal Tax I.D. _____
- 5.7.1 () Corporation _____
- () Partnership – Name _____
- () Individual/Proprietorship – Individual Name _____
- () Other (Specify) _____

5.8. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

5.8.1. **“As Needed” Repair and/or Maintenance Work:** Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m.* Rates per hour shall be quoted using one (1) service technician.

| ITEM DESCRIPTION | UNIT PRICE | |
|--|---|--|
| 1. Material \$0 - \$999.00 (markup over Contractor cost): | _____ | % markup |
| 2. Material \$1000.00 - \$5,999.00 (markup over Contractor cost): | _____ | % markup |
| 3. Material \$6,000.00 and Up (markup over Contractor cost): | _____ | % markup |
| 4. Rental Equipment (markup over Contractor cost) per unit: | _____ | % markup |
| | Major Repair: Prevailing Wage- | Maintenance/ Small repair: Non-Prevailing |
| 5. Labor (Straight Time) | _____ /per hr | _____ /per hr |
| 6. Rate per hour for each additional technician (Straight Time) | _____ /per hr | _____ /per hr |
| 7. Labor (Nights/Weekends) | _____ /per hr | _____ /per hr |
| 8. Rate per hour for each additional technician (Nights/weekends) | _____ /per hr | _____ /per hr |
| 9. Labor (Holidays as listed in 5.10. of this Response Form) | _____ /per hr | _____ /per hr |
| 10. Rate per hour for each additional technician (Holidays) | _____ /per hr | _____ /per hr |
| 11. <i>Flat rate per hour</i> for emergency service outside normal business hours, to include all workers and repairs. | _____ /per hr | _____ /per hr |

5.9. **Emergency Twenty-Four Hour Service Contact:**

Name: _____ Telephone Number(s): _____
Service Contact's job title within your company: _____

5.10. Holidays: List the holidays observed by your company: _____

5.11. Provide with your bid response, evidence of current licensure as Plumbing Contractor in the state of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.A with your bid.**

5.12. **RENEWALS** – Quote **maximum** percentage increases for contract renewals:
(Percentage markups quoted in Items 1 through 4 will remain fixed for duration of this contract)

Items 5 through 11, Maintenance-Non Prevailing Wage:

- 1st contract renewal term: _____ %
- 2nd contract renewal term: _____ %
- 3rd contract renewal term: _____ %
- 4th contract renewal term: _____ %

(Any requested rate adjustments on Items 5 through 11, *Major Repair/Prevailing Wage*, will be evaluated by the County at each renewal)

5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (*A negative response to this question will not affect evaluation of your bid.*) YES _____ NO _____

5.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. 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.

Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative:

Time: _____

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. List federal tax identification number: _____ If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a *different name*, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? Yes ___ No ___
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes ___ No ___ If so, give details: _____

11. List of contracts *with contact information*, completed within the last three years, for performing similar services on equipment in commercial properties as described in this bid, including value of each: *See Exhibit A next page.*
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance in plumbing maintenance and major repairs on equipment serving commercial properties.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

ATTACHMENT B

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.**

ATTACHMENT C

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:

ATTACHMENT D

(Please complete and return with Bid)

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

ATTACHMENT E

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,

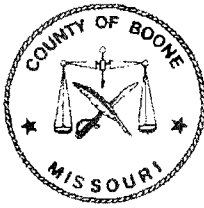
Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public



Standard Terms and Conditions

ATTACHMENT G

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Elizabeth Sanders, Senior Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

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.

ATTACHMENT H

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201



"No Bid" Response Form

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 30-23JUN15 – Plumbing Services- Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

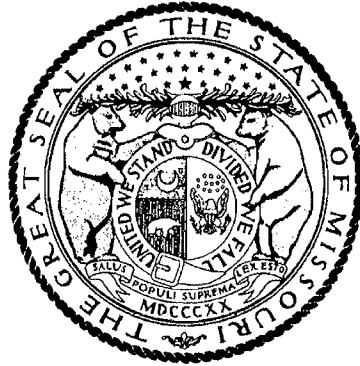
Date: _____

Reason(s) for not bidding:

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

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, 2015

Last Date Objections May Be Filed: April 9, 2015

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 | | | \$32.06 | 55 | 60 | \$20.71 |
| Boilermaker | | | \$33.36 | 57 | 7 | \$27.95 |
| Bricklayer and Stone Mason | | | \$28.30 | 59 | 7 | \$15.93 |
| Carpenter | | | \$24.36 | 60 | 15 | \$15.05 |
| Cement Mason | | | \$26.33 | 9 | 3 | \$11.50 |
| Communication Technician | | | \$31.04 | 28 | 7 | \$12.52 + 13% |
| Electrician (Inside Wireman) | | | \$31.04 | 28 | 7 | \$12.52 + 13% |
| Electrician (Outside-Line Construction/Lineman) | | | \$41.08 | 43 | 45 | \$5.00 + 36.5% |
| Lineman Operator | | | \$35.46 | 43 | 45 | \$5.00 + 36.5% |
| Groundman | | | \$27.42 | 43 | 45 | \$5.00 + 36.5% |
| Elevator Constructor | | a | \$44.37 | 26 | 54 | \$28.385 |
| Glazier | | c | \$28.15 | 122 | 76 | \$14.22 + 5.2% |
| Ironworker | | | \$28.01 | 11 | 8 | \$23.09 |
| Laborer (Building): | | | | | | |
| General | | | \$21.71 | 42 | 44 | \$12.84 |
| First Semi-Skilled | | | \$23.71 | 42 | 44 | \$12.84 |
| Second Semi-Skilled | | | \$22.71 | 42 | 44 | \$12.84 |
| Lather | | | USE CARPENTER RATE | | | |
| Linoleum Layer and Cutter | | | \$24.24 | 60 | 15 | \$15.05 |
| Marble Mason | | | \$21.55 | 124 | 74 | \$12.79 |
| Marble Finisher | | | \$14.01 | 124 | 74 | \$9.21 |
| Millwright | | | \$25.36 | 60 | 15 | \$15.05 |
| Operating Engineer | | | | | | |
| Group I | | | \$27.81 | 86 | 66 | \$23.75 |
| Group II | | | \$27.81 | 86 | 66 | \$23.75 |
| Group III | | | \$26.56 | 86 | 66 | \$23.75 |
| Group III-A | | | \$27.81 | 86 | 66 | \$23.75 |
| Group IV | | | \$25.58 | 86 | 66 | \$23.75 |
| Group V | | | \$28.51 | 86 | 66 | \$23.75 |
| Painter | | | \$22.00 | 18 | 7 | \$11.77 |
| Pile Driver | | | \$25.36 | 60 | 15 | \$15.05 |
| Pipe Fitter | | b | \$35.75 | 91 | 69 | \$26.68 |
| Plasterer | | | \$24.94 | 94 | 5 | \$11.55 |
| Plumber | | b | \$35.75 | 91 | 69 | \$26.68 |
| Roofer \ Waterproofer | | | \$29.30 | 12 | 4 | \$14.55 |
| Sheet Metal Worker | | | \$30.76 | 40 | 23 | \$15.47 |
| Sprinkler Fitter - Fire Protection | | | \$31.75 | 33 | 19 | \$18.90 |
| Terrazzo Worker | | | \$28.73 | 124 | 74 | \$14.38 |
| Terrazzo Finisher | | | \$18.68 | 124 | 74 | \$14.38 |
| Tile Setter | | | \$21.55 | 124 | 74 | \$12.79 |
| Tile Finisher | | | \$14.01 | 124 | 74 | \$9.21 |
| 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. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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

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

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

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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.

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

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

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

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

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

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

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

BOONE COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

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

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

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

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

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

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

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

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

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

| OCCUPATIONAL TITLE | * Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|---|--------------------|--------------------|--------------------|------------------|-----------------------|
| Carpenter | | \$30.01 | 23 | 16 | \$15.05 |
| Electrician (Outside-Line Construction\Lineman) | | \$41.08 | 9 | 12 | \$5.00 + 36.5% |
| Lineman Operator | | \$35.46 | 9 | 12 | \$5.00 + 36.5% |
| Lineman - Tree Trimmer | | \$23.65 | 32 | 31 | \$5.00 + 23% |
| Groundman | | \$27.42 | 9 | 12 | \$5.00 + 36.5% |
| Groundman - Tree Trimmer | | \$17.44 | 32 | 31 | \$5.00 + 23% |
| Laborer | | | | | |
| General Laborer | | \$26.81 | 2 | 4 | \$12.47 |
| Skilled Laborer | | \$26.81 | 2 | 4 | \$12.47 |
| Millwright | | \$30.01 | 23 | 16 | \$15.05 |
| Operating Engineer | | | | | |
| Group I | | \$26.89 | 21 | 5 | \$23.64 |
| Group II | | \$26.54 | 21 | 5 | \$23.64 |
| Group III | | \$26.34 | 21 | 5 | \$23.64 |
| Group IV | | \$22.69 | 21 | 5 | \$23.64 |
| Oiler-Driver | | \$22.69 | 21 | 5 | \$23.64 |
| Pile Driver | | \$30.01 | 23 | 16 | \$15.05 |
| Traffic Control Service Driver | | \$26.415 | 28 | 27 | \$9.045 |
| Truck Driver-Teamster | | | | | |
| Group I | | \$28.52 | 25 | 21 | \$11.65 |
| Group II | | \$28.68 | 25 | 21 | \$11.65 |
| Group III | | \$28.67 | 25 | 21 | \$11.65 |
| Group IV | | \$28.79 | 25 | 21 | \$11.65 |

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

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

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

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

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

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

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

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

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$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 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 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

July

20 15

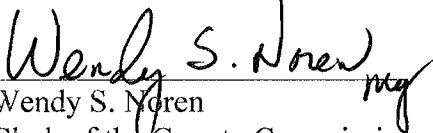
the following, among other proceedings, were had, viz:

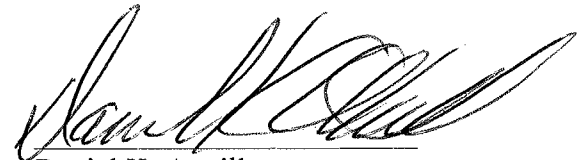
Now on this day the County Commission of the County of Boone does hereby award Professional Services Contract 42-31OCT15C – Consulting Services for Radio Tower Project for Battle High School to Malicoat-Winslow Engineers, P.C. of Columbia, MO.

The terms of the award are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Consultant Services Agreement.

Done this 28th day of July, 2015.

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

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: July 20, 2015
RE: Professional Services Contract: 42-31OCT15C – Consulting Services for Radio Tower Project for Battle High School

Dave Dunford, on behalf of Boone County as our Radio Consultant, requests Consulting Services for the Battle High School Project with Malicoat-Winslow Engineers, P.C. of Columbia, MO as follows:

- Gas Piping design & specifications
- Electrical design & specifications
- Coordinate with utility companies
- Shop drawing review
- Coordination with Owner

Cost of services is \$1,150 and will be paid from 2704 – Joint Communications Radio Network, 91300 – Machinery and Equipment. \$323,000 is budgeted for the Battle Tower Project.

cc: Karen Miller, Commission
Patricia Schreiner, Joint Communications
Dave Dunford, Radio Consultant
Contract File

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES
Contract # 42-31OCT15C –Consulting Services for Battle High School

Effective this ____ day of _____, 2015, Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Malicoat-Winslow Engineers, P.C., 5649 North Clearview Road, Columbia, MO 65202-9687

Project / Work Description: Consulting work for Battle High School Radio Tower Project to include gas piping design & specifications, electrical design & specifications, coordinate with utility companies, shop drawing review, coordination with County.

Proposal Description: Consultant to provide all services set out in the attached Proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$1,150.00 without prior written approval of Owner.

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

MALICOAT-WINSLOW ENGINEERS, P.C.

By Fred McIninch

Title PRESIDENT

Dated: 7-14-15

APPROVED AS TO FORM:

[Signature]
County Attorney

BOONE COUNTY, MISSOURI

By [Signature]
Daniel K. Atwill, Presiding Commissioner

Dated: 7-28-15

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

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 this contract do not create a measurable county obligation at this time.)

[Signature]
Signature

07/17/15
Date

41300
2704 / ~~71201~~ / \$1,150
Appropriation Account

MALICOAT-WINSLOW ENGINEERS, P.C.
MECHANICAL AND ELECTRICAL ENGINEERS

5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E.
email: fredm@mwengrs.com

Phone: 573-875-1300
Fax: 573-875-1305

June 30, 2015

Melinda Bobbitt
Director of Purchasing
Boone County Purchasing
613 E Ash
Columbia, MO 65201

Re: Fee Proposal – Joint Communications – Battle Elementary
Proposed Project No. 2015171

Dear Ms Bobbitt:

As requested, our office has prepared the following fee for the job listed above. Our fee is based upon all information being provided for our use.

Scope of Work:

- Gas Piping design & specifications
- Electrical design & specifications
- Coordinate with utility companies
- Shop drawing review
- Coordination with Owner

Proposed Lump Sum Fee - \$1,150.00

Additional Services (at your request):

- Will be charged at our hourly rates.

Name, if you have any questions, or concerns, related to our proposal please don't hesitate to contact our office.

Sincerely,

Proposal Accepted By:



Fred Malicoat
FM:ekp

Sign

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 28th day of July 20 15

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

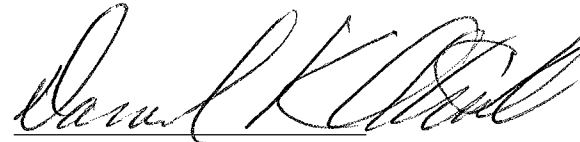
Now on this day the County Commission of the County of Boone does hereby approve the attached Request To Hire Above Flexible Hiring Maximum for Jacob Garrett at 91.5% of Mid-Point for the position of Buyer, Position No. 33.

It is further ordered the Boone County Commissioners are hereby authorized to sign said Request To Hire Above Flexible Hiring Maximum.

Done this 28th day of July, 2015.

ATTEST:


Wendy S. Noren
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

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: July 22, 2015
RE: Request to Hire Above Flexible Hiring Maximum

Attached is a form for a *Request to Hire Above Flexible Hiring Maximum* for Jacob Garrett for the Buyer position in Purchasing. Jacob brings to the County experience in management, finance, contracts and budgeting, which is an excellent fit for the Buyer position. I am requesting permission to hire him at 91.5% of mid-point which is \$20.15 per hour.

ATTACHMENT: Request to Hire Above Flexible Hiring Maximum

cc: Contract File

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Jacob Garrett Department Purchasing

Position Title Buyer Position No. 33

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: 20.15 % of Mid-Point 91.5

No. of employees in this job classification within your Department? 2 (current Buyer + new Buyer)

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Bank management experience with business experience in finance and budgeting

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: See additional comments

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? See additional comments

Additional comments: For equity considerations, I propose to bring the current Buyer's salary to 19.25/hr (to). I have the Administrative Authority to hire the new Buyer as a Senior Buyer and promote current Buyer to a Senior Buyer and pay \$20.15/hr which is 85% of the Senior Buyer position, but my preference for right now is to keep them both with the Buyer title until they are certified as a CPPB and/or have additional public purchasing experience.

Administrative Authority's Signature: Melinda Sobbo Date: 7-17-15

Auditor's Certification: HA Funds are available within the existing departmental salary and wage appropriation (#10100).
 _____ Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Jane Pitchford by HA Date: 7-21-15

Human Resource Director's Recommendations: Employee's prior experience w/ finance contracts, budgeting & prior good relationship w/ Melinda Sobbo warrant justify a request above Form

Human Resource Director's Signature: [Signature] Date: 7/21/15

County Commission _____ Approve _____ Deny _____
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 7-28-15

District I Commissioner's Signature: [Signature] Date: 7/28/15

District II Commissioner's Signature: [Signature] Date: 7/28/15

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

July

20 15

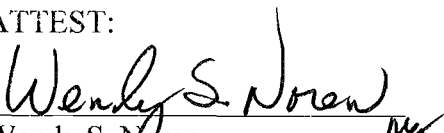
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 28-04JUN15 – Asphalt Rehabilitation Projects to APAC – Missouri, Inc. of Columbia, MO.

The 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.

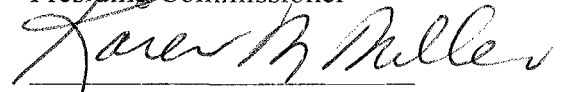
Done this 28th day of July, 2015.

ATTEST:

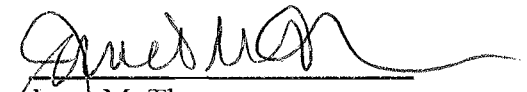

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Cheli Haley
Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley, Buyer
DATE: July 24, 2015
RE: 2nd Reading of 2015 Asphalt Rehabilitation Projects

RFB 28-04JUN15 for 2015 Asphalt Rehabilitation Projects opened on June 11, 2015 with one bid received. Resource Management recommends award by low bid to **APAC – Missouri, Inc.** of Columbia, Missouri.

Contract amount is **Three Hundred Ninety Two Thousand, Eight Hundred Thirty Seven Dollars and Ten Cents (\$392,837.10).**

Invoices will be paid from department 2041 – Infrastructure Preservation/Rehabilitation, account 71202 – Contractor Costs. \$490,000.00 was budgeted for this work.

Attached is the bid tabulation for your information.

| 28-04JUN15 - 2015 Asphalt Rehabilitation Project | | | | | | |
|--|------|--------|---------------------|----------------------|---------------------|--------------|
| BID TABULATION | | | ENGINEER'S ESTIMATE | | APAC | |
| Description | Unit | Qty | Unit Price | Total | Unit Price | Total |
| Mexico Gravel Road | | | | | | |
| Mobilization | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | \$6,900.00 | \$6,900.00 |
| Removals | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | \$200.00 | \$200.00 |
| Traffic Control | LS | 1 | \$ 4,000.00 | \$ 4,000.00 | \$3,485.00 | \$3,485.00 |
| Erosion Control | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | \$1,500.00 | \$1,500.00 |
| 1" Minus Rock (Driveway Transitions) | Ton | 50 | \$ 45.00 | \$ 2,250.00 | \$71.00 | \$3,550.00 |
| Ditching | LF | 1,185 | \$ 15.00 | \$ 17,775.00 | \$14.50 | \$17,182.50 |
| 15" CMP - Aluminized | LF | 70 | \$ 65.00 | \$ 4,550.00 | \$110.00 | \$7,700.00 |
| 18" CMP - Aluminized | LF | 120 | \$ 75.00 | \$ 9,000.00 | \$92.00 | \$11,040.00 |
| Roadway Cross-Pipe Replacement Patch | SY | 62 | \$ 120.00 | \$ 7,440.00 | \$110.00 | \$6,820.00 |
| 6" x 12" Rock Lining w/Fabric (1" Thick) | SY | 36 | \$ 100.00 | \$ 3,600.00 | \$88.00 | \$3,168.00 |
| Dig Out Repairs | SY | 320 | \$ 75.00 | \$ 24,000.00 | \$82.50 | \$26,400.00 |
| Surface Milling, Butt Joint | SY | 112 | \$ 12.00 | \$ 1,344.00 | \$9.00 | \$1,008.00 |
| Full Depth Reclamation (10" Depth, including Cement Stabilization) | SY | 10,406 | \$ 7.75 | \$ 80,646.50 | \$9.20 | \$95,735.20 |
| Tack Coat | SY | 51,624 | \$ 0.15 | \$ 7,743.60 | \$0.10 | \$5,162.40 |
| Asphalt, BP-2 (2" Thickness) | Ton | 2,840 | \$ 70.00 | \$ 198,800.00 | \$71.40 | \$202,776.00 |
| Temporary Centerline Markers (Spaced 40' o/c) | Ea | 280 | \$ 1.00 | \$ 280.00 | \$0.75 | \$210.00 |
| Mexico Gravel Road Total | | | | \$380,429.10 | \$392,837.10 | |
| Description | Unit | Qty | ENGINEER'S ESTIMATE | | APAC | |
| | | | Unit Price | Total | Unit Price | Total |
| Roy Barnes Road - *Alternate* | | | | | | |
| Mobilization | LS | 1 | \$10,000.00 | \$ 10,000.00 | \$4,000.00 | \$4,000.00 |
| Removals | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | \$200.00 | \$200.00 |
| Traffic Control | LS | 1 | \$ 1,500.00 | \$ 1,500.00 | \$3,485.00 | \$3,485.00 |
| Erosion Control | LS | 1 | \$ 1,000.00 | \$ 1,000.00 | \$1,500.00 | \$1,500.00 |
| 1" Minus Rock (Driveway Transitions) | Ton | 40 | \$ 45.00 | \$ 1,800.00 | \$71.00 | \$2,840.00 |
| Ditching | LF | 390 | \$ 15.00 | \$ 5,850.00 | \$28.50 | \$11,115.00 |
| Surface Milling, Butt Joint | SY | 11 | \$ 20.00 | \$ 220.00 | \$27.00 | \$297.00 |
| Full Depth Reclamation (10" Depth, including Cement Stabilization) | SY | 6,060 | \$ 7.75 | \$ 46,965.00 | \$9.20 | \$55,752.00 |
| Tack Coat | SY | 11,596 | \$ 0.15 | \$ 1,739.40 | \$0.10 | \$1,159.60 |
| Asphalt, BP-2 (2" Thickness) | Ton | 638 | \$ 70.00 | \$ 44,660.00 | \$73.60 | \$46,956.80 |
| Temporary Centerline Markers | EA | 60 | \$ 1.00 | \$ 60.00 | \$0.75 | \$45.00 |
| Roy Barnes Road *Alternate* Total | | | | \$115,794.40 | \$127,350.40 | |
| BASE BID + ALTERNATE TOTAL | | | | \$ 496,223.50 | \$520,187.50 | |
| | | | | APAC | | |
| R.A.P. (Deduct for Asphalt, BP-2, (2" Thickness) | | | | Unit Price Deduct | \$ | \$2.00 |
| Optional Asphalt Cement Price Index Provision: Yes/No | | | | | YES | |
| Bid Response | | | | | YES | |
| Debarment | | | | | YES | |
| Work Authorization Certification | | | | | YES | |
| Statement of Bidders Qualifications | | | | | YES | |
| Anti-Collusion Statement | | | | | YES | |
| Bid Bond | | | | | YES | |
| Signature and Identity of Bidder | | | | | YES | |
| Bidder's Acknowledgment | | | | | YES | |

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 **APAC - Missouri, 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 28-04JUN15
2015 ASPHALT REHABILITATION PROJECTS
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$392,837.10.**

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
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Contract Agreement
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements (for completion when project is complete)
- Affidavit - Prevailing Wage (for completion when project is complete)
- General Specifications
- Technical Specifications
- Special Provisions
- State Prevailing Wage Rates-Annual Wage Order #21
- Boone County Standard Terms and Conditions

Notice to Proceed
Boone County Roadway Regulations Chapter II
MoDOT Standard Specifications
Plans

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: **\$392,837.10.**

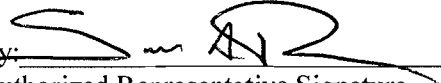
Three Hundred Ninety Two Thousand, Eight Hundred Thirty Seven Dollars and Ten Cents (\$392,837.10)

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 _____ at Columbia, Missouri.
(Date)

CONTRACTOR:
APAC-MISSOURI, INC.

OWNER, BOONE COUNTY, MISSOURI

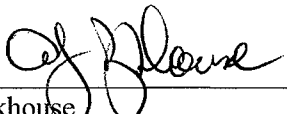
By: 
Authorized Representative Signature

By: 
Daniel K. Atwill, Presiding Commissioner

By: _____
Authorized Representative Printed Name
Title: _____

Approved as to Legal Form:

ATTEST:


CJ Dykhouse
Boone County Counselor


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 - \$392,837.10

Signature Date Appropriation Account

BID FORM *REVISED*

2015 Asphalt Rehabilitation Project

28-04JUN15

| Description | | Unit | Qty. | Unit Price | Total |
|---|--|-------|----------|--------------------------|-------------------------|
| Mexico Gravel Rd. | Mobilization | LS | 1 | \$ 6900 ⁰⁰ | \$ 6900 ⁰⁰ |
| | Removals | LS | 1 | \$ 200 ⁰⁰ | \$ 200 ⁰⁰ |
| | Traffic Control | LS | 1 | \$ 3485 ⁰⁰ | \$ 3485 ⁰⁰ |
| | Erosion Control | LS | 1 | \$ 1500 ⁰⁰ | \$ 1500 ⁰⁰ |
| | 1" Minus Rock (Driveway Transitions) | Ton | 50 | \$ 71 ⁰⁰ | \$ 3550 ⁰⁰ |
| | Ditching | LF | 1,185 | \$ 14.50 | \$ 17,182.50 |
| | 15" CMP – Aluminized | LF | 70 | \$ 110 ⁰⁰ | \$ 7700 ⁰⁰ |
| | 18" CMP – Aluminized | LF | 120 | \$ 92 ⁰⁰ | \$ 11,040 ⁰⁰ |
| | Roadway Cross-Pipe Replacement Patch | SY | 62 | \$ 110 ⁰⁰ | \$ 6820 ⁰⁰ |
| | 6"x12" Rock Lining w/ Fabric (1' Thick) | SY | 36 | \$ 88 ⁰⁰ | \$ 3168 ⁰⁰ |
| | Dig Out Repairs | SY | 320 | \$ 52.50 | \$ 26,400 ⁰⁰ |
| | Surface Milling, Butt Joint | SY | 112 | \$ 9 ⁰⁰ | \$ 1008 ⁰⁰ |
| | Full Depth Reclamation (10" Depth, including Cement Stabilization) | SY | 10,406 | \$ 9.20 | \$ 95,735.20 |
| | Tack Coat | SY | 51,624 | \$.10 | \$ 5,162.40 |
| Asphalt, BP-2 (2" Thickness) | Ton | 2,840 | \$ 71.40 | \$ 202,776 ⁰⁰ | |
| Temporary Centerline Markers (Spaced 40' o/c) | EA | 280 | \$.75 | \$ 210 ⁰⁰ | |
| Mexico Gravel Rd. Total | | | | | \$ 392,837.10 |

| Description | | Unit | Qty. | Unit Price | Total |
|-------------------------------|--|------|--------|-----------------------|-------------------------|
| *Alternate* Roy Barnes Rd. | Mobilization | LS | 1 | \$ 4000 ⁰⁰ | \$ 4000 ⁰⁰ |
| | Removals | LS | 1 | \$ 200 ⁰⁰ | \$ 200 ⁰⁰ |
| | Traffic Control | LS | 1 | \$ 3485 ⁰⁰ | \$ 3485 ⁰⁰ |
| | Erosion Control | LS | 1 | \$ 1500 ⁰⁰ | \$ 1500 ⁰⁰ |
| | 1" Minus Rock (Driveway Transitions) | Ton | 40 | \$ 71 ⁰⁰ | \$ 2840 ⁰⁰ |
| | Ditching | LF | 390 | \$ 28.50 | \$ 11,115 ⁰⁰ |
| | Surface Milling, Butt Joint | SY | 11 | \$ 27 ⁰⁰ | \$ 297 ⁰⁰ |
| | Full Depth Reclamation (10" Depth, including Cement Stabilization) | SY | 6,060 | \$ 9.20 | \$ 55,752 ⁰⁰ |
| | Tack Coat | SY | 11,596 | \$.10 | \$ 1,159 ⁰⁰ |
| | Asphalt, BP-2 (2" Thickness) | Ton | 638 | \$ 73.60 | \$ 46,956.80 |
| Temporary Centerline Markers | EA | 60 | \$.75 | \$ 45 ⁰⁰ | |
| Roy Barnes Rd. Total | | | | | \$ 127,356.40 |

| | |
|-----------------------------------|----------------------|
| Base Bid + Alternate Total | \$ 520,187.50 |
|-----------------------------------|----------------------|

Project Deductions

Enter deduct amount for the below items the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

| ITEM | Deduct from Bid Items | Unit Price Deduct |
|--------|-------------------------------|-------------------|
| R.A.P. | Asphalt, BP-2, (2" Thickness) | \$ 2.00 |

Optional Asphalt Cement Price Index Provision: Failure of bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index

Check 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):

| <u>DATE</u> | <u>ADDENDUM NUMBER</u> |
|--------------|------------------------|
| June 1, 2015 | 1 |
| June 3, 2015 | 2 |

COMPANY NAME: APAC - Missouri, Inc
ADDRESS: 1591 E. Potosiville Rd
CITY, STATE, ZIP: Columbia, MO 65202
PHONE NUMBER: 573-449-0886
AUTHORIZED REPRESENTATIVE: Shawn A Riley
TITLE: President
SIGNATURE: Shawn A. Riley
Prompt Payment Terms: Net 30

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

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

C.L. Richardson Const
Mt. Carmel

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 2015 Asphalt Rehabilitation Project

Project No.: N/A Bid Number: 28-045 JUN 15

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.

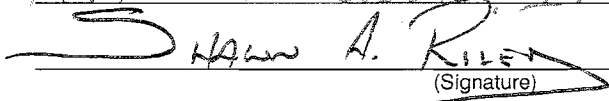
SECTION V

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: APAC-Missouri, Inc

By: 
(Signature)

Shawn A Riley
(Print or Type Name)

Title: ~~VP~~ President

Address: 1591 E. Pathosville Rd.

City, State, Zip: Columbia, MO 65202

Phone: 573-449-0886

Fax: 573-449-2980

Date: 6/11/15

(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.

Shawn A Ritter, President

Name and Title of Authorized Representative

Shawn A Ritter

Signature

7-22-11

Date

[View assistance for Search Results](#)

Search Results

Current Search Terms: apac-missouri

Your search for "apac-missouri" returned the following results...

Notice: This table document represents only the first page of your SAM search results. More results may be available. To print or download search results, you can download the full report file.

| | | | |
|--------------------------|----------------------------|---------------------------|---------------|
| Entity | APAC-MISSOURI, INC. | Status: | Active |
| DUNS: | 041874546 | CAGE Code: | 1TMZ0 |
| Has Active Exclusion?: | No | DoDAAC: | |
| Expiration Date: | 02/19/2016 | Delinquent Federal Debt?: | No |
| Purpose of Registration: | All Awards | | |

[View Details](#)

Glossary

[Search Results](#)

[Entity](#)

[Exclusion](#)

[Search Filters](#)

[By Record Status](#)

[By Functional Area - Entity Management](#)

[By Functional Area - Performance Information](#)

SAM | System for Award Management 1.0

IBM v1.P.27.20150327-1711

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways. In 2006, Oldcastle Materials Inc. purchased the APAC companies, and we have continued to provide these services and expanded out markets.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc. We have been engaged in business under this firm ever since.

Federal Tax ID#: 61-1320131

Percent (%) of work done by own staff:

80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the Owner a "One-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts:

Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of current and recently completed projects:

Ameren UE Power Plant – Asphalt Work \$250,000
Lowe's Columbia – Milling, Base rock and Asphalt Overlay - \$350,000
Rte I-70 Boone – Asphalt Paving \$6,000,000
Rte 740 Boone – Asphalt Paving \$1,900,000
Rte 52 Benton, Morgan – Asphalt Paving \$6,300,000
City of Brookfield – Asphalt and Milling \$250,000
City of Columbia – Asphalt and Milling \$300,000
City of Paris – Asphalt Work \$450,000
City of Macon – Asphalt Work \$200,000
City of Moberly 2014 – Asphalt Work \$250,000
Boone County – Asphalt Work \$1,100,000

List of current and recently completed projects continued:

Hallsville R-IV Schools – New Parking Lot and Drives \$180,000
Rte 7 Cass Co. – Asphalt Paving \$11,600,000
Rte 65 Benton – Milling, Asphalt Paving & Adding Shoulders \$5,200,000
Rte 7 Benton / Henry – Adding Shoulder & Asphalt Paving \$6,500,000
I-70 Callaway – Milling & Asphalt Paving \$2,400,000
Rte 63 Boone County – Milling, Asphalt Paving & Bridge Rehab \$8,500,000
Rte 29/35 – 4 Bridge Redecks \$4,000,000
Rte 63 Boone County – 10 Bridge Rehabs & Latex Concrete Overlays \$3,000,000
Rte 92 Platte – New Bridge Construction, Grading & Asphalt Paving \$4,000,000
Rte V Livingston – New Bridge, Grading & Asphalt Paving \$2,000,000
Rte S Laclede County – 2 New Bridges, Grading & Asphalt Paving \$3,000,000
Joe Machens Toyota 2013 – Asphalt Paving \$6,000,000
City of Moberly 2014 – Milling and Asphalt Paving \$200,000
City of Fayette 2013 – Milling and Asphalt Paving \$150,000
Northeast Elementary School 2014 – Asphalt Paving \$250,000
City of Salisbury 2014 – Milling \$69,000
Cooper County 2013 – Asphalt Paving \$157,000
North Central MO Airport 2013 – Asphalt Paving \$100,000
Callaway County 2013 – Milling & Asphalt Paving \$150,000
City of Centralia 2014 – Asphalt Paving \$150,000

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

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

APAC-MISSOURI, INC.

using in Missouri the name

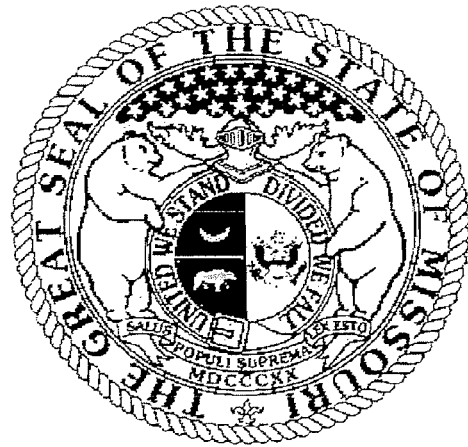
APAC-MISSOURI, INC.
F00451487

a DELAWARE entity was created under the laws of this State on the 28th day of January, 1998, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 26th day of August, 2011

Robin Carnahan

Secretary of State



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 Department of Homeland Security (DHS) and APAC-Missouri, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. 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. 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. 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 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).



Company ID Number: 190916

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer APAC-Missouri, Inc.

Shawn Riley

Name (Please Type or Print)

Title

Shawn Riley

Signature

02/17/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Shawn Riley

Signature

02/17/2010

Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Shawn A Riley, being first duly sworn, deposes and

says that he is President
(Title of Person Signing)

of APAC - Missouri, 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 Shawn A. Riley

By _____

By _____

Sworn to before me this 11 day of June, 20 15

Shelly R Sanders
Notary Public

My Commission Expires 5-18-17

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto
BOONE COUNTY COMMISSION
801 E WALNUT, ROOM 315
COLUMBIA, MO 65202

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 2015 ASPHALT REHABILITATION PROJECT

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 11 day of JUNE, 2015.

Shelly R Sande
(Witness)

APAC-MISSOURI, INC.
(Principal) (Seal)
Shawn A Riley
(Title)

Shelly R Sande
(Witness)

FEDERAL INSURANCE COMPANY
(Surety) (Seal)
Jeremy Bexten
(Title) Attorney-In-Fact

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF BOONE } **SS**

On this 11 day of JUNE, 2015, before me personally came JEREMY BEXTEN to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Shelly R Sanders

Notary Public

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890



**Chubb
Surety**

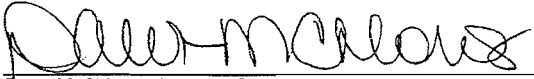
**POWER
OF
ATTORNEY**

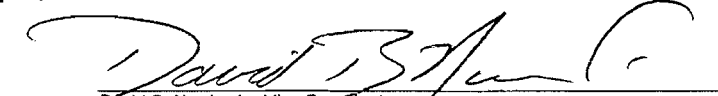
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jeremy Bexten, Michael J. Eshleman, Doug Fronick, Conrad E. Hake, Max Holt, Bruce Loesch, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**, each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th** day of **April, 2015**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **15th** day of **April, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **June 11, 2015**




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated June 11, 20 15

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

APAC-Missouri, Inc
 (If a corporation - show its name above)

Sam A. [Signature]
 President

ATTEST:

Mully R Sande
 (Secretary) Assr Secretary

 (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 11 day of June, 20 15

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

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

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

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

of APAC Missouri, 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, Missouri the day and year first above written.

(SEAL) Shelly R Sanders Notary Public

My Commission expires 5-18, 20 17.

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890

OFFEROR has examined copy of Addendum #2 to Request for Bid # 28-04JUN15 2015 Asphalt Rehabilitation Project receipt of which is hereby acknowledged:

Company Name: APAC - Missouri, Inc

Address: 1591 E. Parthensville Rd.
Columbia, MO 65202

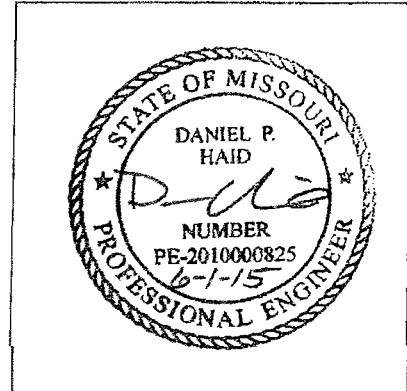
Phone Number: 573-449-0886 Fax Number: 573-449-2980

Authorized Representative Signature: [Signature] Date: 6/11/15

Authorized Representative Printed Name: Brian Concraft

By: Elizabeth Sanders
Elizabeth Sanders, CPPB
Senior Buyer
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #1 to Request for Bid # 28-04JUN15 2015 Asphalt Rehabilitation Project receipt of which is hereby acknowledged:

Company Name: ARAC - Missouri, Inc

Address: 1591 E. Parthenisville Rd
Columbia, MO 65202

Phone Number: 573-449-0886 Fax Number: 573-449-2980

Authorized Representative Signature: [Signature] Date: 6/11/15

Authorized Representative Printed Name: Brian Crockett

PERFORMANCE BOND

BOND NO. 8238-98-86

KNOW ALL PERSONS BY THESE PRESENTS, that we,
APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a Corporation, organized under the laws of the State of INDIANA
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 Oblige, hereinafter called
Owner, in the amount of ^{THREE HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED}
_{THIRTY SEVEN AND 10/100 (\$392,837.10)} 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:

**BID NUMBER 28-04JUN15
2015 ASPHALT REHABILITATION PROJECT
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.

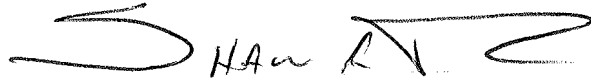
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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 COLUMBIA, MO AND SALT LAKE CITY, UT on this 13TH day of JULY 20 15 .

APAC - MISSOURI, INC.
(Contractor)

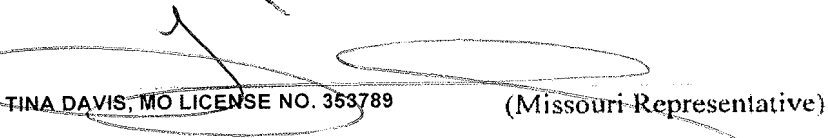
(SEAL)

BY: 

FEDERAL INSURANCE COMPANY
(Surety Company)

(SEAL)

BY:  (Attorney-In-Fact)

BY:  (Missouri Representative)
TINA DAVIS, MO LICENSE NO. 353789

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

MARSH USA, INC.
Surety Contact Name: TINA DAVIS
Phone Number: 801-533-3624
Address: 15 W. SOUTH TEMPLE, STE. 700
SALT LAKE CITY, UT 84101

LABOR AND MATERIAL PAYMENT BOND

BOND NO. 8238-98-86

KNOW ALL PERSONS BY THESE PRESENTS, that we, APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of INDIANA,

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 Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

THREE HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 10/100 DOLLARS

(\$ 392,837.10), 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

**BID NUMBER 28-04JUN15
2015 ASPHALT REHABILITATION PROJECT
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 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, MO AND SALT LAKE CITY, UT on this 13TH day of JULY 20 15 .

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY: 

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: 
(Attorney-In-Fact) TINA DAVIS


BY: 
(Missouri Representative) TINA DAVIS, MO LICENSE NO. 353789

(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).

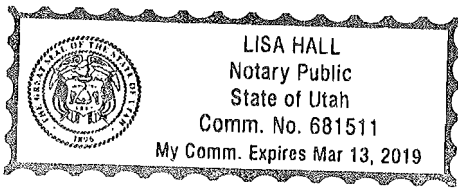
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 13th day of JULY, 2015, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16th** day of **October, 2014**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **16th** day of **October, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **JULY 13, 2015**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2015

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

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

| | | |
|---|---------------------------------------|---------------------------------|
| PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 J34420-...EX-14-15 | CONTACT NAME: _____ | FAX (A/C, No): _____ |
| | PHONE (A/C, No, Ext): _____ | E-MAIL ADDRESS: _____ |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : American Guarantee & Liability Ins Co | 26247 | |
| INSURER B : | | |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES **CERTIFICATE NUMBER:** ATL-003901771-01 **REVISION NUMBER:** 1

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | AUC655102505 | 09/01/2014 | 09/01/2015 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 _____ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N N/A | | | | PER STATUTE OTH-ER E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2015 ASPHALT REHABILITATION PROJECT
 BOONE COUNTY IS INCLUDED AS ADDITIONAL INSURED(S) PER WRITTEN CONTRACT.

| | |
|---|---|
| CERTIFICATE HOLDER BOONE COUNTY 613 E. ASH, RM 109 COLUMBIA, MO 65201 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |
|---|---|

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC Missouri, Inc.
P.O. Box 1117
Columbia, MO 65205

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

| TYPE OF POLICY | EXP DATE | | POLICY NUMBER | LIMIT OF LIABILITY | | | |
|--|-------------------------------------|-----------------------------------|--|---|----------------------------|---------------------------------------|--|
| | <input type="checkbox"/> CONTINUOUS | <input type="checkbox"/> EXTENDED | | | | | |
| WORKERS COMPENSATION | 9/1/2015 | | WA7-C8D-004095-024 WC7-C81-004095-014 | COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTIC STATES AND NY | | | |
| | | | | WI | EMPLOYERS LIABILITY | | |
| | | | | | Bodily Injury by Accident | \$1,000,000 Each Accident | |
| | | | | | Bodily Injury By Disease | \$1,000,000 Policy Limit | |
| | | | | Bodily Injury By Disease | \$1,000,000 Each Person | | |
| COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE | 9/1/2015 | | TB2-C81-004095-114 -Per Project Aggregate included. | General Aggregate | | | |
| | | | | \$2,000,000 | | | |
| | | | | Products / Completed Operations Aggregate | | \$2,000,000 | |
| | | | | Each Occurrence | | \$2,000,000 | |
| | | | | Personal & Advertising Injury | | \$2,000,000 Per Person / Organization | |
| | | | | Other Fire Damage-\$100,000 | | Other Medical Exp-\$5,000 | |
| AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED | 9/1/2015 | | AS2-C81-004095-124 Comp Ded \$10,000 Coll Ded \$10,000 | Each Accident—Single Limit B.I. And P.D. Combined | | | |
| | | | | \$2,000,000 | | | |
| | | | | Each Person | | | |
| | | | | Each Accident or Occurrence | | | |
| | | | | Each Accident or Occurrence | | | |
| ADDITIONAL COMMENTS 602276 - 2015 Asphalt Rehabilitation Project Boone County named as additional insured. | | | | | | | |

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

Boone County
613 E Ash, Rm. 109
Columbia, MO 65201

Stanley S. Esposito, Jr.

Stan Esposito

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 7/22/2015
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



BOONE COUNTY, MISSOURI
Request for Bid #: 28-04JUN15
2015 Asphalt Rehabilitation Project


ADDENDUM #2 - Issued June 3, 2015

This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

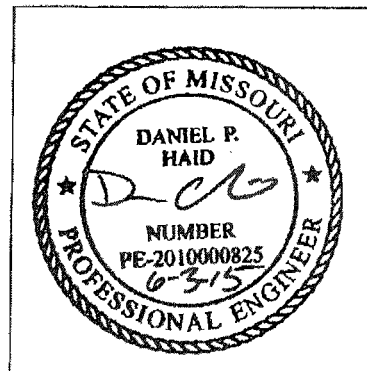
Specifications and Plans for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Bid Acceptance deadline has been rescheduled to 1:15 p.m. on Thursday, June 11, 2015 at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia Missouri 65201. Bid received after the above specified time for acceptance will be returned to the sender unopened.
2. Bid Opening has be rescheduled for after 1:30 p.m. on Thursday, June 11, 2015 in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri, 65201.
3. Roads may be temporarily closed to through traffic for limited operations (culvert installation, etc.) but access for local and emergency traffic must always be maintained. During Full Depth Reclamation process, road may be closed to all but local and emergency traffic. Traffic control plan provided by contractor (Section 01010, 1.4 B.) will need to address these closures.
4. Dig Out Repairs may be brought to the existing surface with specified rock base material temporarily during construction if contractor chooses. Final product shall be as shown in Dig Out and Repair Detail as included with bid book

By:


Elizabeth Sanders, CPPB
Senior Buyer
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #2 to Request for Bid # 28-04JUN15 2015 Asphalt Rehabilitation Project receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 28-04JUN15
2015 Asphalt Rehabilitation Project

ADDENDUM #1 - Issued June 1, 2015

This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

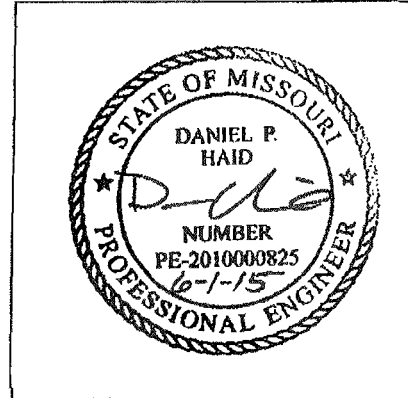
Specifications and Plans for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Attached revised bid form (2 pages) will replace original. Base bid for Asphalt, BP-2 (2" Thick) is for virgin mix, an option for mix including Recycled Asphalt Product (R.A.P.) with associated deduct indicating box has been added to bid form.
2. At contractor's discretion Trackless Tack (or equivalent) may be used for curing process of FDR treated base as described in Section 3.1.E. of Special Provision Full Depth Reclamation with Cement Stabilization.
3. At County's discretion, Tack Coat may or may not be used between cured FDR treated base and asphalt surface.
4. Contract Time as shown in the Notice to Bidders shall be revised to as follows:

Mexico Gravel Road: 23 Working Days
Roy Barnes Road: 18 Working Days
5. Test Boring Logs have been performed on both Mexico Gravel Road and Roy Barnes Road. Reports can be made available to interested parties. Please contact Project Manager.
6. Boone County will acquire a permit from Missouri Department of Transportation (MoDOT) for ditching work planned on Route Z right-of-way as shown on the plans. Contractor will be required to abide by MoDOT requirements for execution of work under said permit.

By: Elizabeth Sanders
Elizabeth Sanders, CPPB
Senior Buyer
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #1 to Request for Bid # 28-04JUN15 2015 Asphalt Rehabilitation Project receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

BID FORM *REVISED*

**2015 Asphalt Rehabilitation Project
28-04JUN15**

| Description | | Unit | Qty. | Unit Price | Total |
|---|--|------|--------|------------|-----------|
| Mexico Gravel Rd. | Mobilization | LS | 1 | \$ | \$ |
| | Removals | LS | 1 | \$ | \$ |
| | Traffic Control | LS | 1 | \$ | \$ |
| | Erosion Control | LS | 1 | \$ | \$ |
| | 1" Minus Rock (Driveway Transitions) | Ton | 50 | \$ | \$ |
| | Ditching | LF | 1,185 | \$ | \$ |
| | 15" CMP – Aluminized | LF | 70 | \$ | \$ |
| | 18" CMP – Aluminized | LF | 120 | \$ | \$ |
| | Roadway Cross-Pipe Replacement Patch | SY | 62 | \$ | \$ |
| | 6"x12" Rock Lining w/ Fabric (1' Thick) | SY | 36 | \$ | \$ |
| | Dig Out Repairs | SY | 320 | \$ | \$ |
| | Surface Milling, Butt Joint | SY | 112 | \$ | \$ |
| | Full Depth Reclamation (10" Depth, including Cement Stabilization) | SY | 10,406 | \$ | \$ |
| | Tack Coat | SY | 51,624 | \$ | \$ |
| | Asphalt, BP-2 (2" Thickness) | Ton | 2,840 | \$ | \$ |
| Temporary Centerline Markers (Spaced 40' o/c) | EA | 280 | \$ | \$ | |
| Mexico Gravel Rd. Total | | | | | \$ |

| Description | | Unit | Qty. | Unit Price | Total |
|-------------------------------|--|------|--------|------------|-----------|
| *Alternate* Roy Barnes Rd. | Mobilization | LS | 1 | \$ | \$ |
| | Removals | LS | 1 | \$ | \$ |
| | Traffic Control | LS | 1 | \$ | \$ |
| | Erosion Control | LS | 1 | \$ | \$ |
| | 1" Minus Rock (Driveway Transitions) | Ton | 40 | \$ | \$ |
| | Ditching | LF | 390 | \$ | \$ |
| | Surface Milling, Butt Joint | SY | 11 | \$ | \$ |
| | Full Depth Reclamation (10" Depth, including Cement Stabilization) | SY | 6,060 | \$ | \$ |
| | Tack Coat | SY | 11,596 | \$ | \$ |
| | Asphalt, BP-2 (2" Thickness) | Ton | 638 | \$ | \$ |
| | Temporary Centerline Markers | EA | 60 | \$ | \$ |
| Roy Barnes Rd. Total | | | | | \$ |

| | |
|-----------------------------------|-----------|
| Base Bid + Alternate Total | \$ |
|-----------------------------------|-----------|

Project Deductions

Enter deduct amount for the below items the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

| ITEM | Deduct from Bid Items | Unit Price Deduct |
|--------|-------------------------------|-------------------|
| R.A.P. | Asphalt, BP-2, (2" Thickness) | \$ |

Optional Asphalt Cement Price Index Provision: Failure of bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index

Check 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):

| <u>DATE</u> | <u>ADDENDUM NUMBER</u> |
|-------------|------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

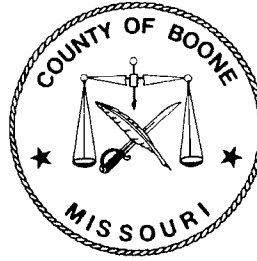
TITLE: _____

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.



2015 ASPHALT REHABILITATION PROJECT

Project Number: N/A

Bid Number: 28-04JUN15

CONSTRUCTION BID REQUEST

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

BOONE COUNTY COMMISSION

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

BOONE COUNTY RESOURCE MANAGEMENT

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

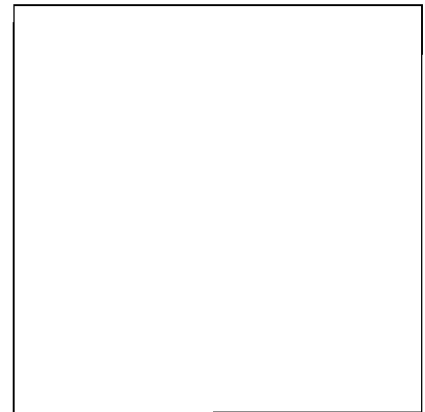
*PROJECT MANAGER

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

BOONE COUNTY PURCHASING

Liz Sanders, Senior Buyer
613 East Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: arobbins@boonecountymo.org

ENGINEER OF RECORD



Daniel P. Haid
Professional Engineer
MO Lic. # PE-2010000825

Boone County Resource Management
MO Engineering Corp. # N/A
801 E. Walnut, Room 315
Columbia, MO 65202
Phone: (573) 886-4480
Fax: (573) 886-4340

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

INDEX - CONTRACT DOCUMENTS

| | |
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| Instructions to Bidders..... | 3.1-3.2 |
| Bid Response..... | 4.1-4.2 |
| Debarment Form..... | 4.3 |
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| Individual Bidder Certification..... | 4.6-4.7 |
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| Anti-Collusion Statement..... | 6.1 |
| Signature and Identity of Bidder..... | 7.1 |
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| *Sample Performance Bond..... | 12.1-12.2 |
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| Affidavit-OSHA Requirements..... | 14.1 |
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| Technical Specifications..... | TS.1-TS.40 |
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| State Wage Rates..... | APPENDIX A |
| Boone County Standard Terms and Conditions..... | APPENDIX B |
| Project Plans and/or Details..... | APPENDIX C |

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

NOTICE TO BIDDERS

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

Project Name:

2015 Asphalt Rehabilitation Project

Project Number:

N/A

Bid Number:

28-04JUN15

Scope of Project Construction:

This project will include but not be limited to: installation of culverts and rock lining, ditching, cement stabilized full depth reclamation, and asphalt overlay. The project will consist of a planned road (Mexico Gravel Rd.) and an optional road (Roy Barnes Rd.). The County will make decision on whether to do optional road following bid opening.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **Wednesday, May 27, 2015 at 10:00 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 1, 2015. 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 4, 2015** 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 4, 2015** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

Mexico Gravel Road: 20 Working Days
Roy Barnes Road: 15 Working Days

Liquidated Damages:

\$500 per Working Day

Early Completion Bonus:

\$500 per Working Day

Anticipated Notice To Proceed Date:

On or about July 1, 2015. 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 \$20 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

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

BID FORM

2015 Asphalt Rehabilitation Project 28-04JUN15

| Description | | Unit | Qty. | Unit Price | Total |
|---|--|-------|--------|------------|-----------|
| Mexico Gravel Rd. | Mobilization | LS | 1 | \$ | \$ |
| | Removals | LS | 1 | \$ | \$ |
| | Traffic Control | LS | 1 | \$ | \$ |
| | Erosion Control | LS | 1 | \$ | \$ |
| | 1" Minus Rock (Driveway Transitions) | Ton | 50 | \$ | \$ |
| | Ditching | LF | 1,185 | \$ | \$ |
| | 15" CMP – Aluminized | LF | 70 | \$ | \$ |
| | 18" CMP – Aluminized | LF | 120 | \$ | \$ |
| | Roadway Cross-Pipe Replacement Patch | SY | 62 | \$ | \$ |
| | 6"x12" Rock Lining w/ Fabric (1' Thick) | SY | 36 | \$ | \$ |
| | Dig Out Repairs | SY | 320 | \$ | \$ |
| | Surface Milling, Butt Joint | SY | 112 | \$ | \$ |
| | Full Depth Reclamation (10" Depth, including Cement Stabilization) | SY | 10,406 | \$ | \$ |
| | Tack Coat | SY | 51,624 | \$ | \$ |
| Asphalt, BP-2 (2" Thickness) | Ton | 2,840 | \$ | \$ | |
| Temporary Centerline Markers (Spaced 40' o/c) | EA | 280 | \$ | \$ | |
| Mexico Gravel Rd. Total | | | | | \$ |

| Description | | Unit | Qty. | Unit Price | Total |
|-------------------------------|--|------|--------|------------|-----------|
| * Alternate Roy Barnes Rd. | Mobilization | LS | 1 | \$ | \$ |
| | Removals | LS | 1 | \$ | \$ |
| | Traffic Control | LS | 1 | \$ | \$ |
| | Erosion Control | LS | 1 | \$ | \$ |
| | 1" Minus Rock (Driveway Transitions) | Ton | 40 | \$ | \$ |
| | Ditching | LF | 390 | \$ | \$ |
| | Surface Milling, Butt Joint | SY | 11 | \$ | \$ |
| | Full Depth Reclamation (10" Depth, including Cement Stabilization) | SY | 6,060 | \$ | \$ |
| | Tack Coat | SY | 11,596 | \$ | \$ |
| | Asphalt, BP-2 (2" Thickness) | Ton | 638 | \$ | \$ |
| | Temporary Centerline Markers | EA | 60 | \$ | \$ |
| Roy Barnes Rd. Total | | | | | \$ |

| | |
|-----------------------------------|-----------|
| Base Bid + Alternate Total | \$ |
|-----------------------------------|-----------|

Optional Asphalt Cement Price Index Provision: Failure of bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index

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

() sole individual () partnership () joint venture
 () corporation, incorporated under laws of the state of _____

Dated _____, 20 ____
 Name of individual, all partners, or joint
 venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
 Missouri:

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

 (If a corporation - show its name above)

ATTEST:

 (Secretary)

 (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employer's Liability and Worker's 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 Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employer's 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 Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL 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; and both on and off the site of work.

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 requiring a thirty (30) day mandatory cancellation notice. 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.

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. General Specifications,
19. Technical Specifications,
20. Special Provisions,
21. State Prevailing Wage Rates,
22. Boone County Standard Terms and Conditions
23. Notice to Proceed,
24. Boone County Roadway Regulations Chapter II,
25. MoDOT Standard Specifications, and
26. 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 and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

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

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

\$ _____

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

DATE OF AGREEMENT:

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

(Date)

OWNER:
BOONE COUNTY, MISSOURI

ATTEST:

By: _____
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: _____

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

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.

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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 (P₂O₅) and soluble potash (K₂O), 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 ¼ to ½ 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 ² (oz/yd ²) | 135.6 (4.0) |
| Wide Width Tensile Strength, MD | ASTM D4595.86 | kN/m (lbs/in) | 25 min (140) |
| Wide Width Tensile Strength, CD | ASTM D4595.86 | kN/m (lbs/in) | 25 min (140) |
| Wide Width Elongation, MD | ASTM D4595.86 | % | < 5.0 |
| Melting Point | ASTM D276 | °C (°F) | >232 (>450) |
| Asphalt Retention | Tex-616-J | liters/ m ² (gal/yd ²) | 0.453 (0.10) |
| Shrinkage | Tex-616-J | % | 0 |

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

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

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SPECIAL PROVISIONS

ASPHALT CEMENT PRICE INDEX

MoDot – 2004

MEASUREMENT AND PAYMENT

109.15 Asphalt Cement Price Index. Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

109.15.1 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items over 100 tons. The percentage of virgin asphalt as shown in the job mix formula, in accordance with Sec 401.4 and Sec 403.4, will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

109.15.2. Basis of Payment To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D - E)$$

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = monthly average price at time of bid

109.15.3. The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

109.15.4. Optional This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

SPECIAL PROVISIONS

Tack Coat:

(Taken from MoDOT Engineering Policy Guide Section 407.1.4)

Application (Sec 407.4.2) If the tack coat is too heavy or too light, an inadequate bond is created and the mat may slip during compaction, which results in shoving and checking. In addition, a slippage failure (cracking) may occur after the pavement has been subjected to traffic. Bleeding may also occur if the tack coat is too heavy.

The tack coat must be uniformly applied to the existing surface at the rate specified in the contract. Generally, the application rate between the existing pavement and the first lift should be in the range of 0.05 to 0.10 gal/yd² *(Residual AC Content). It is strongly recommended to apply a light tack coat between each lift of bituminous pavement. The application rate between lifts should be in the range of 0.02 to 0.05 gal/yd² *(Residual AC Content).

Depending on the condition of the existing surface, the application rate may need to be adjusted from the specified rate. This is acceptable as long as approval is obtained from the RE and the rate is within the applicable range mentioned above. For example, an open textured surface, such as an SP250 mix, requires more tack than a surface that is tight or dense, such as an SP125 mix. A milled surface requires additional tack because of the increased surface area (from the grooves left by the cutting teeth on the milling machine). A dry, aged pavement also requires a heavier tack coat than a newer pavement. These conditions, and any other possibilities, must be considered when a tack coat is applied.

There is no requirement governing the overlap of a tack coat. However, the best results are generally obtained with a double or triple lap. Therefore, the height of the spray bar on the distributor should be adjusted accordingly.

The tack coat must be allowed to break (cure) prior to spreading mix. Shortly after the tack coat has been applied, its color will change from brown to black as the water in the emulsion begins to evaporate. The emulsion also becomes "tacky" to the touch. The amount of time it takes for the tack coat to break depends on the type and grade of emulsion used, the application rate, the temperature of the existing surface, and the environmental conditions. The tack coat is said to have "set" once all of the water in the emulsion has evaporated. Typically, an emulsion sets in 1 to 2 hours.

If there is reason to believe that the tack coat is being diluted with a material other than water or that the dilution rate is other than what has been reported, a sample should be taken and shipped to the Central Laboratory.

Tack (Sec 407.4.2.1) It is extremely important that the tack coat remains on the existing surface in order to create an adequate bond between the existing surface and the mat. Usually, tack is only applied within the length of the lane drop. The tack coat should be allowed to set before it is subjected to construction traffic. Otherwise, the vehicle tires will pick up the tack. At the very least, the amount of construction traffic, including haul trucks, should be minimized.

The tacked surface should be covered with mix the same day. If this is not possible because of equipment problems (plant or paver breakdowns), sand must be lightly distributed over the tacked surface before opening to traffic. This will "blot" the tack, preventing it from being picked up by the traffic, and provide friction to the surface. When paving resumes, the excess sand must be removed before the mix is spread.

Purpose (Sec 407.3.1) *The purpose of the tack coat is to improve the bond between the existing surface and the roadway pavement. A tack coat shall be applied to provide a bond between old and new wearing courses. The best results occur when the tack is applied to a dry and clean surface, free of loose material.*

Application Rates (Section 407.3.2) *The application rate will vary from 0.03 to 0.15 gal/yd² *(Residual AC Content), depending on the condition of the old pavement surface. The pavement course surface should be evaluated to determine the amount of tack to be applied. A viscous material should be used because very little penetration of the asphaltic oil into the pavement surface is expected. The tack coat should be allowed to become tacky or sticky before the surface course is laid. Emulsions are recommended for tacking on heavily traveled routes. Too much tack can create a slippage plane between the old pavement and the new pavement overlay as the tack coat acts as a lubricant instead of an adhesive. Also too much tack could result in bleeding of the tack through to the new overlay surface, which can produce a slick pavement condition. After application of the tack, time must be allowed for the tack to break. Breaking is the phenomenon when the asphalt and water in the emulsion separate, beginning the curing process (brown to black color). Traffic should be kept off the tacked area.*

Products (Section 407.3.3) *Asphalt emulsions commonly used for tack coats are diluted SS-1, SS-1h, SCC-1 and CSS-1h. Refer to Standard Specification Section 407 for additional information regarding tack coats.*

Tack coat is incidental to asphalt paving.

* Added for clarification

SPECIAL PROVISIONS

WARM MIX ASPHALT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The use of Warm Mix Asphalt (WMA) will be allowed on this project. No unit price deduction will be requested or given for its use.

The Work consists of the placement of one or more courses of plant produced warm mix asphalt pavement on a prepared base, or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans and/or described details.

Warm Mix Asphalt is a generic term used to describe the reduction in production, paving, and compaction temperatures achieved through the application of one or more of several WMA technologies. Some modifications to Hot Mix Asphalt (HMA) plants may be necessary to accommodate certain WMA technologies.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. WMA 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. WMA may be produced by one or a combination of several technologies involving HMA plant foaming processes and equipment, mineral additives, or chemicals that allow the reduction of mix production temperatures to be within 185° F to 275° F. (Note: The upper temperature range is appropriate for modified asphalt binders and WMA mixtures which include higher percentages of reclaimed asphalt pavement.)

B. Mix Design

1. Develop and submit a job mix formula for each mixture. Each job mix formula must be capable of being produced, placed, and compacted as specified. Apply all mix design requirements for HMA to the development of the WMA mix design.
2. The mix design shall be in conformance with the WMA technology manufacturer's recommendations.
3. R.A.P./R.A.S. may be used in the production of WMA, maximum percentages should be in conformance with WMA technology manufacturer's recommendations.
4. Submit a written job mix formula for review and approval prior to production. This submittal shall include:
 - a. WMA technology and/or WMA additives information
 - b. WMA technology manufacturer's established recommendations for

- usage.
- c. Maximum percentage of R.A.P. that may be used in mix
- c. WMA technology material safety data sheets (MSDS)
- d. Temperature range for mixing
- e. Temperature range for compacting

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of WMA pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, as well as the following:

A. Equipment

1. Use equipment and WMA technologies capable of producing an asphalt mixture that meet specification requirements and is workable at the minimum placement and compaction temperature desired.
2. Modify the asphalt mixing plant as required by the manufacturer to introduce the WMA technology.

B. Construction

1. It is encouraged, but not required that the contractor produce a test strip using WMA prior to beginning the project. Any deficiencies in the project caused by inexperience with WMA will be corrected at the contractor's expense.
2. Use construction methods as recommended by the WMA technology manufacturer.

END OF SECTION

SPECIAL PROVISIONS

FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Full Depth Reclamation (FDR) will be used on this project to repair, uniform, and reinforce the existing roadway. The FDR process will blend the existing pavement material, base, and a portion of the subgrade with a stabilizing agent to produce a stable, smooth base ready for a thin pavement surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. FDR will be paid for by the Square Yard. Planned quantities will include reclaiming and stabilizing one foot wider than the existing pavement on each side.
- B. Planned quantities will be used for payment, unless actual construction varies significantly from plan. Either party may request change in payment quantity, but must justify it in writing to the other party.

1.3 QUALITY CONTROL

- A. County will provide construction testing services by a third party to observe and test the reclaimed, cement stabilized layer. Should field density test results indicate the recommended moisture and/or compaction levels have not been achieved, the area(s) represented by the test(s) should be reworked and/or recompacted and retested until the moisture and compaction requirements are met.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Type 1 Portland Cement will be used as the stabilizing agent on this project. Contractor will submit material sheets for the approval of the cement to be used.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Initial Pulverization

1. Equipment

- a. Pulverization should be performed with a 400 horsepower or more reclaiming machine designed specifically for FDR such as a Wirtgen WR 2000 or larger.
- b. The cutting drum should be equipped with replaceable tungsten carbide tipped cutting tools and should be operated in an “up cut” rotation or opposite to the forward direction of travel of the reclaiming machine.

2. Location

- a. Beginning and ending points will be marked on the ground by Boone County personnel, and should be similar to that shown on the construction plans.
- b. Pulverization and FDR should extend the full roadway width and an additional one foot beyond both pavement edges where vegetation shall

be striped prior to pulverization and FDR.

3. Depth and Pulverization

- a. Pulverization and FDR will be performed to **a depth of 10” below the existing pavement surface.**
- b. Pulverization should result in 100% of the pulverized mix passing the 2” sieve.
- c. A minimum 4 inch overlap should be maintained between pulverization passes.

4. Considerations

- a. Contractor shall determine the location and elevation of all utilities that may be affected by Pulverization activities.
- b. Pulverization and FDR should not be performed when it is raining or rain is predicted, or in cold weather.
- c. If the pulverized mixture is high in moisture content, the mixture should be aerated and manipulated to aid in bringing the moisture content down to acceptable levels.
- d. If the mixture is low in moisture content, additional water can be added later in the process after the application of the stabilizing agent and during final mixing with the reclaiming machine.

B. Initial Breakdown Compaction and Shaping

1. Equipment

- a. Initial breakdown compaction should be performed with a heavy vibratory pad-foot roller, a pneumatic roller weighing 10 tons or more, or a smooth drum vibratory roller.
- b. A motor grader shall be used to shape the grade and cross slope of the reclaimed layer.

2. Procedure

- a. Initial compaction should be performed immediately behind the reclaiming machine to obtain a relatively uniform and consistent density throughout the reclaimed layer prior to any initial shaping with the grader. Rear wheels of the reclaiming machine will partially compact the loose material beneath the wheelpaths while leaving the adjacent material uncompacted. This uncompacted material needs to be compacted prior to initial blading with the grader. If this initial breakdown compaction is not performed, subsequent rollers will tend to ride on the partially compacted material in the reclaimer’s wheelpath, bridging over the adjacent loose material which can lead to non-uniform compaction and stability issues.
- b. The purpose of compaction at this point in the project is to provide vehicles a stable driving surface until the second reclamation of the mix.
- c. The compacted reclaimed material should be of approximately the same thickness as the original reclaimed section so the second reclamation pass mixes the stabilizing agent into the targeted pavement and base section.

C. Application and Blending of Stabilizing Agent

1. Material

- a. Type 1 Portland Cement shall be incorporated into the reclaimed mixture at a rate of **5% or approximately 48 lb/sy.**

1. Equipment

- a. Spreading should be performed with a calibrated spreader that results in uniform application of the dry Portland cement while minimizing dust issues.

- b. Contractor may be allowed to use other equipment that will achieve similar uniform application with approval of Boone County.

2. Procedure

- a. Final mixing and blending of the cement stabilizing agent, reclaimed material, and water that will likely be needed to aid in hydration of the cement, should be performed with a reclaiming machine specifically designed for FDR. The reclaiming machine should have a pump/metering system and spray bar with nozzles to uniformly apply water at the necessary rate during the mixing process.

- 3. b. Cement should be spread immediately ahead of final mixing operation to limit vehicles driving through cement and windblown cement.

D. Intermediate Compaction, Final Shaping, and Final Compaction

1. Equipment

- a. Intermediate compaction should be performed with a heavy pneumatic roller or smooth drum vibratory roller.
- b. Final shaping should be performed with a motor grader
- c. Final compaction should be performed with a static smooth drum steel wheeled roller weighing in the range of 10 to 15 tons.

2. Procedure

- a. Intermediate compaction should be performed immediately behind the reclaimer following blending of the stabilizing agent. This should be done before shaping to make densities uniform throughout the of the mixture as discussed above.
- b. Final shaping shall be performed following intermediate compaction
- c. Final compaction shall be performed following final shaping, and shall be completed within approximately two hours of mixing and blending of the dry cement and water.
- d. Immediately after final compaction, the finished surface shall be proof-rolled with the pneumatic roller or with a loaded tandem axel dump truck to determine if there are any soft or weak areas in the reclaimed cement stabilized layer and supporting subgrade.
- e. Any weak or yielding areas shall be removed and replaced as necessary at no additional cost to County.
- f. The reclaimed stabilized base shall be compacted at a moisture content in the range of 2% below to 1% above the optimum moisture content and to at least 95% of the Standard Proctor Maximum Dry Density as established by ASTM D698.

E. Sealing and Curing

1. Equipment

- a. A distributor truck capable of uniformly applying asphalt emulsion sealer
- b. A sand or chip spreader capable of uniformly applying sand or rock chips

2. Material

- a. A slow setting asphalt emulsion applied with distributor truck
- b. Sand or rock chips (3/8" or less) as blotting agent

3. Procedure

- a. A slow setting asphalt emulsion shall be applied over the final compacted surface of the reclaimed mixture. It shall be applied uniformly as to completely seal the surface. It shall be applied thick enough to adhere blotting material for the duration of the curing.
- b. If Contractor determines it is necessary to maintain integrity of sealand, protection of vehicles and/or property, etc., Sand or rock chips shall be spread uniformly over asphalt emulsion sealer as a blotting agent.
- c. Contractor shall maintain sealed surface for duration of curing of

SPECIAL PROVISIONS

Miscellaneous

1. 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.
2. R.A.P. may be incorporated into HMA/WMA at a maximum rate of 20%. However, at it's option, Boone County may elect not to use R.A.P. for a particular project.
3. Vibratory Screed: Contractor is required to use an asphalt paver equipped with a vibratory screed for all asphalt paving 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.
4. Erosion control blanket and other erosion control practices have not been incorporated into this plan, but may be beneficial in expediting disturbed area stabilization and in the establishment of grass cover. The contractor may use such products at their discretion. No additional payment will be made for such items.
5. Contractor shall submit to the County material sampling and testing reports taken at the plant on days in which asphalt products for County projects are being produced..
6. 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.
7. Section 01780 (PROJECT CLOSEOUT) may or may not apply due to the short timeline of the project. The closeout phase will be explained by the Chief Construction Inspector during the Pre-Bid Meeting and/or during the Pre-Construction meeting.
8. Tack Coat will be used before both the leveling course and the surface course of asphalt. The quantity for Tack Coat on the bid form reflects two coats. The County may elect to not use tack coat prior to any lift of asphalt mix if conditions allow. Actual quantity of treated area will be used for payment purposes; no adjustment in price will be allowed for this item.
9. The asphalt overlay may be completed in two lifts at County discretion; a leveling course of approximately 0.5" will be used to fill in ruts and/or reprofile the road, and will be followed by a surface course. Item 'Asphalt, BP-2', will be used to pay for both.
10. Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental to those items.
11. All work and materials described in Special Provisions – Full Depth Reclamation with Cement Stabilization is incidental to 'Full Depth Reclamation' bid item unless specifically called out on Bid Tab.
12. Contractor shall be responsible for maintenance of roadway (grading surface, adding temporary rock, snow removal, etc.) within the limits of this project area from the Notice to Proceed date until the project is completed. Roadway shall remain passable to local traffic at all times.
13. Loose blotting material from the sealant should be swept from surface prior to the asphalt overlay.

14. Tack coat should be applied to the surface of the reclaimed mix prior to the asphalt overlay.

15. Dig Out Repairs may be performed using Full Depth Reclamation (FDR) method as described elsewhere in this document. If contractor chooses to do so, the FDR must be performed on the planned area of Dig Out Repair but may also perform FDR on adjacent areas to improve constructability. Pay quantities will be based on planned quantities of Dig Out Repairs, with minor adjustments made in field to accommodate changes in conditions from when plans were created. That is The Contractor may use FDR to complete Dig Out Repairs, and may do more area than necessary if it makes the work more easily constructible, but will only be paid for planned quantities.

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.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 010
BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE | ** Date of Increase | * | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|---|---------------------|---|--------------------|--------------------|------------------|-----------------------|
| Asbestos Worker (H & F) Insulator | 10/14 | | \$32.06 | 55 | 60 | \$20.71 |
| Boilermaker | 6/14 | | \$33.36 | 57 | 7 | \$27.95 |
| Bricklayer and Stone Mason | | | \$28.30 | 59 | 7 | \$15.93 |
| Carpenter | 6/14 | | \$24.36 | 60 | 15 | \$15.05 |
| Cement Mason | 6/14 | | \$26.33 | 9 | 3 | \$11.50 |
| Communication Technician | | | \$31.04 | 28 | 7 | \$12.52 + 13% |
| Electrician (Inside Wireman) | | | \$31.04 | 28 | 7 | \$12.52 + 13% |
| Electrician (Outside-Line Construction/Lineman) | 9/14 | | \$41.08 | 43 | 45 | \$5.00 + 36.5% |
| Lineman Operator | 9/14 | | \$35.46 | 43 | 45 | \$5.00 + 36.5% |
| Groundman | 9/14 | | \$27.42 | 43 | 45 | \$5.00 + 36.5% |
| Elevator Constructor | | a | \$43.715 | 26 | 54 | \$26.755 |
| Glazier | | c | \$32.78 | 87 | 31 | \$21.13 + 13.2% |
| Ironworker | 8/14 | | \$28.01 | 11 | 8 | \$23.09 |
| Laborer (Building): | | | | | | |
| General | | | \$21.06 | 42 | 44 | \$12.49 |
| First Semi-Skilled | | | \$23.06 | 42 | 44 | \$12.49 |
| Second Semi-Skilled | | | \$22.06 | 42 | 44 | \$12.49 |
| Lather | | | USE CARPENTER RATE | | | |
| Linoleum Layer and Cutter | 6/14 | | \$24.24 | 60 | 15 | \$15.05 |
| Marble Mason | 6/14 | | \$21.55 | 124 | 74 | \$12.79 |
| Marble Finisher | | | | | | |
| Millwright | 6/14 | | \$25.36 | 60 | 15 | \$15.05 |
| Operating Engineer | | | | | | |
| Group I | 6/14 | | \$27.81 | 86 | 66 | \$23.75 |
| Group II | 6/14 | | \$27.81 | 86 | 66 | \$23.75 |
| Group III | 6/14 | | \$26.56 | 86 | 66 | \$23.75 |
| Group III-A | 6/14 | | \$27.81 | 86 | 66 | \$23.75 |
| Group IV | 6/14 | | \$25.58 | 86 | 66 | \$23.75 |
| Group V | 6/14 | | \$28.51 | 86 | 66 | \$23.75 |
| Painter | 6/14 | | \$22.00 | 18 | 7 | \$11.77 |
| Pile Driver | 6/14 | | \$25.36 | 60 | 15 | \$15.05 |
| Pipe Fitter | 7/14 | b | \$35.75 | 91 | 69 | \$26.68 |
| Plasterer | 6/14 | | \$24.94 | 94 | 5 | \$11.55 |
| Plumber | 7/14 | b | \$35.75 | 91 | 69 | \$26.68 |
| Roofer \ Waterproofer | 9/14 | | \$29.30 | 12 | 4 | \$14.55 |
| Sheet Metal Worker | 7/14 | | \$30.76 | 40 | 23 | \$15.47 |
| Sprinkler Fitter - Fire Protection | 6/14 | | \$31.75 | 33 | 19 | \$18.90 |
| Terrazzo Worker | 6/14 | | \$28.73 | 124 | 74 | \$14.38 |
| Terrazzo Finisher | | | | | | |
| Tile Setter | 6/14 | | \$21.55 | 124 | 74 | \$12.79 |
| Tile Finisher | | | | | | |
| Traffic Control Service Driver | | | \$26.415 | 22 | 55 | \$9.045 |
| Truck Driver-Teamster | | | | | | |
| Group I | 6/14 | | \$25.30 | 101 | 5 | \$10.70 |
| Group II | 6/14 | | \$25.95 | 101 | 5 | \$10.70 |
| Group III | 6/14 | | \$25.45 | 101 | 5 | \$10.70 |
| Group IV | 6/14 | | \$25.95 | 101 | 5 | \$10.70 |

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

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

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

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

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

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

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

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

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

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

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

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

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

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

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

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

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

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

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

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

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

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

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

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

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

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

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

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

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

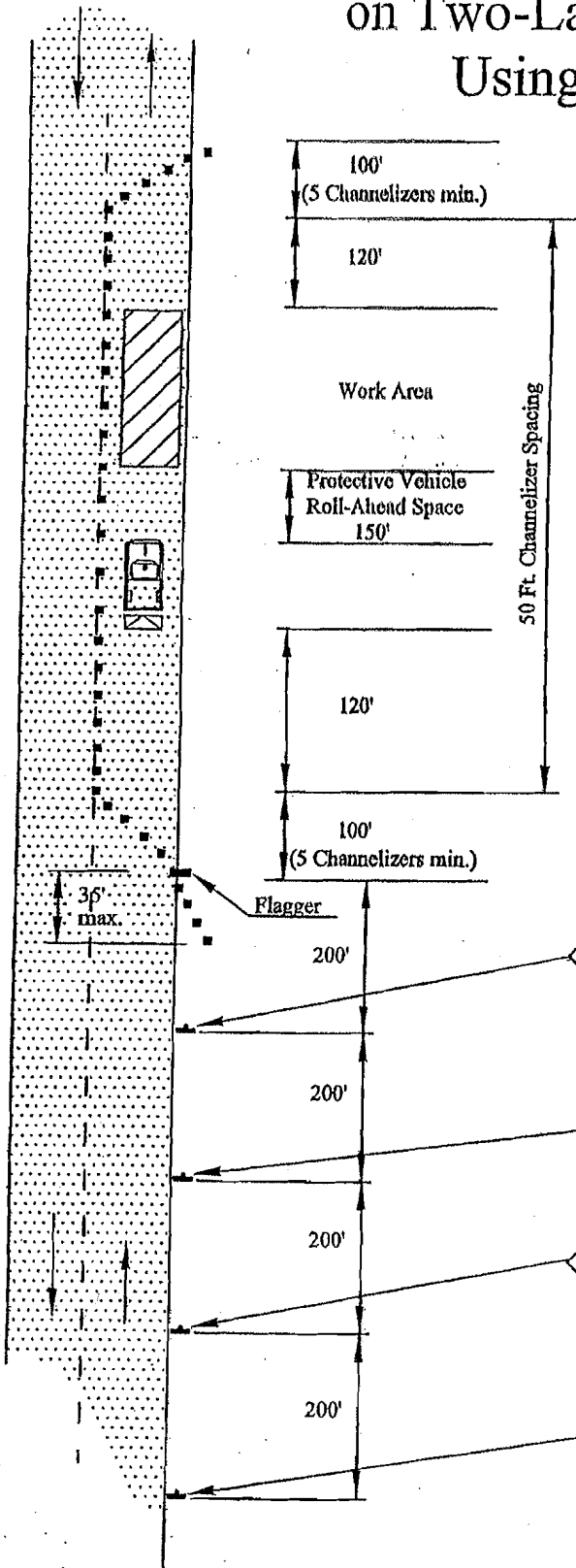
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the 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.

Low Volume Lane Closure on Two-Lane Highway Using Flaggers



Notes:

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

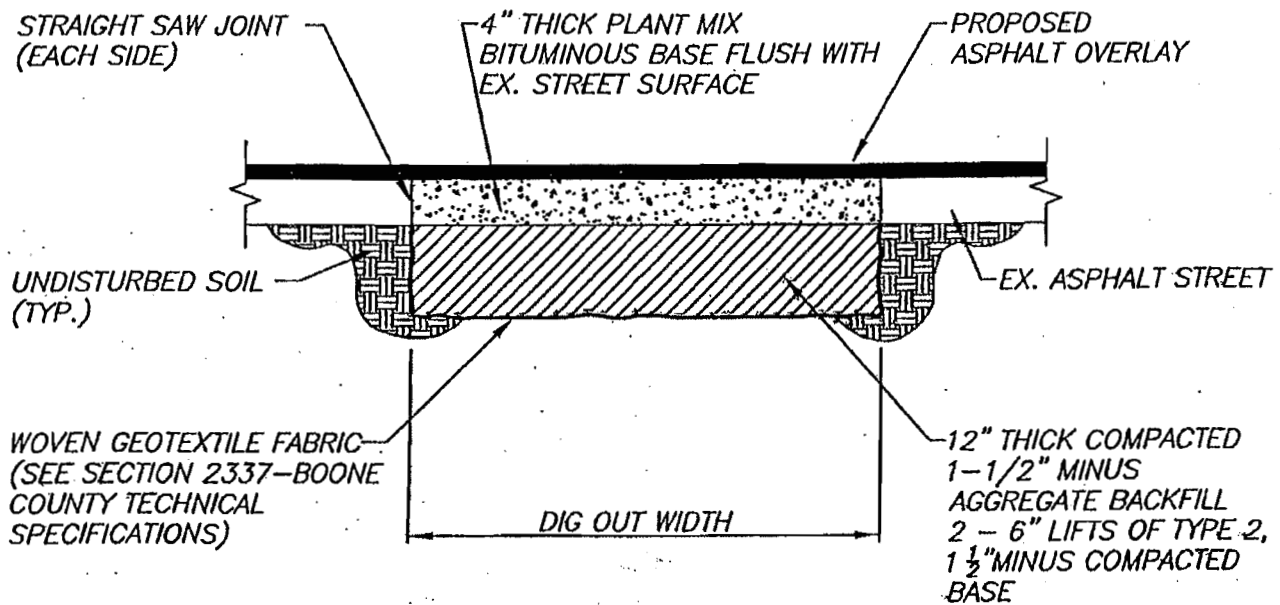
See MUTCD and MODOt Regulations for additional applicable details, notes, and definitions.

Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602

| | |
|--------------|--------------|
| PROJECT No. | |
| DATE | 3/22/10 |
| SCALE | Not to Scale |
| DESIGN BY | A D |
| DRAWN BY | TC |
| CHECKED BY | |
| SHEET 1 OF 1 | |



Notes:

1. Sawcut area designated by Boone County Public Works.
2. Excavate to a Minimum of 16" Depth**
3. Compact Bottom and Place Woven Fabric. (Mirafi 600X or Approved Equal.)
4. Place Two (2) 6" Lifts of Type 2, 1 1/2" Minus Compacted Base.
5. Place 4" Lift of Compacted Bituminous Base on Primed Base Rock. Finish shall be flush with road surface and have a smooth ride.
6. Additional Depth shall be backfilled with Type 2, 1 1/2" Minus Compacted Base. 6" Maximum per Lift.
7. Base **MUST** be approved by Inspector **BEFORE** placement of Fabric and Rock.
8. Contractor shall remove and dispose of all materials excavated from the repair area.

** Additional Depth shall be paid by the Cubic Yard as per the Bid Form.

Dig Out and Repair Detail

Not To Scale

Revised: 8-16-10

Finish to be Rough

#4 Bars Evenly Spaced
Length = Road Width minus 4"

#4 Bars 18" O.C.
Length = Width of cut minus 4"

2" Typ

12" Typ

12" Typ

Trench Width

Existing Pavement

Undisturbed Roadbed

1 1/2" Minus Base Rock
Compacted 8" Lifts

8" P. C. Concrete
High - Early

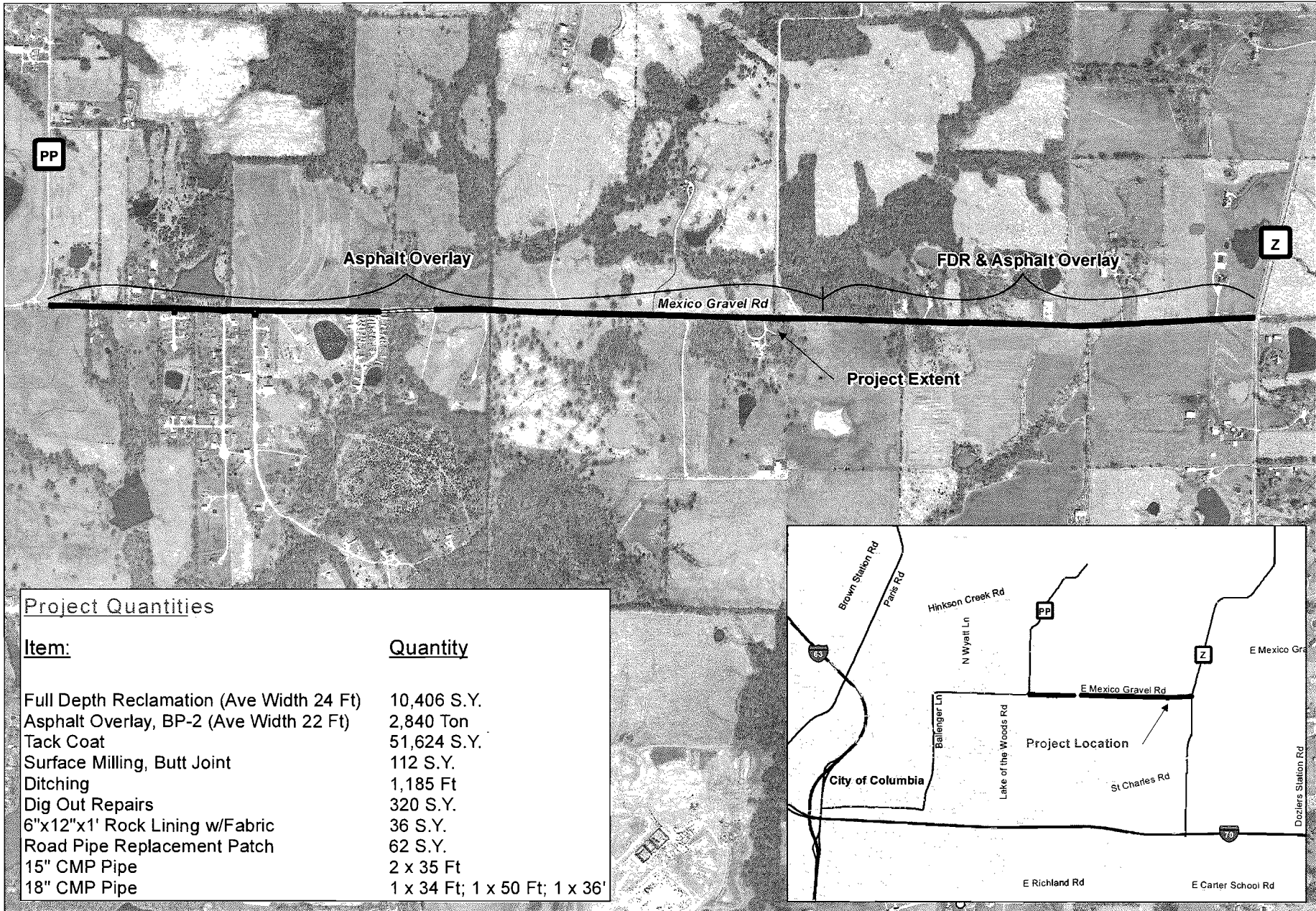
Notes:

1. Maximum pay area as shown.
2. All items required to complete as shown shall be considered incidental and included in the Square Yard bid price.

Roadway Cross-Pipe Replacement Patch Detail

Not To Scale

3/22/10

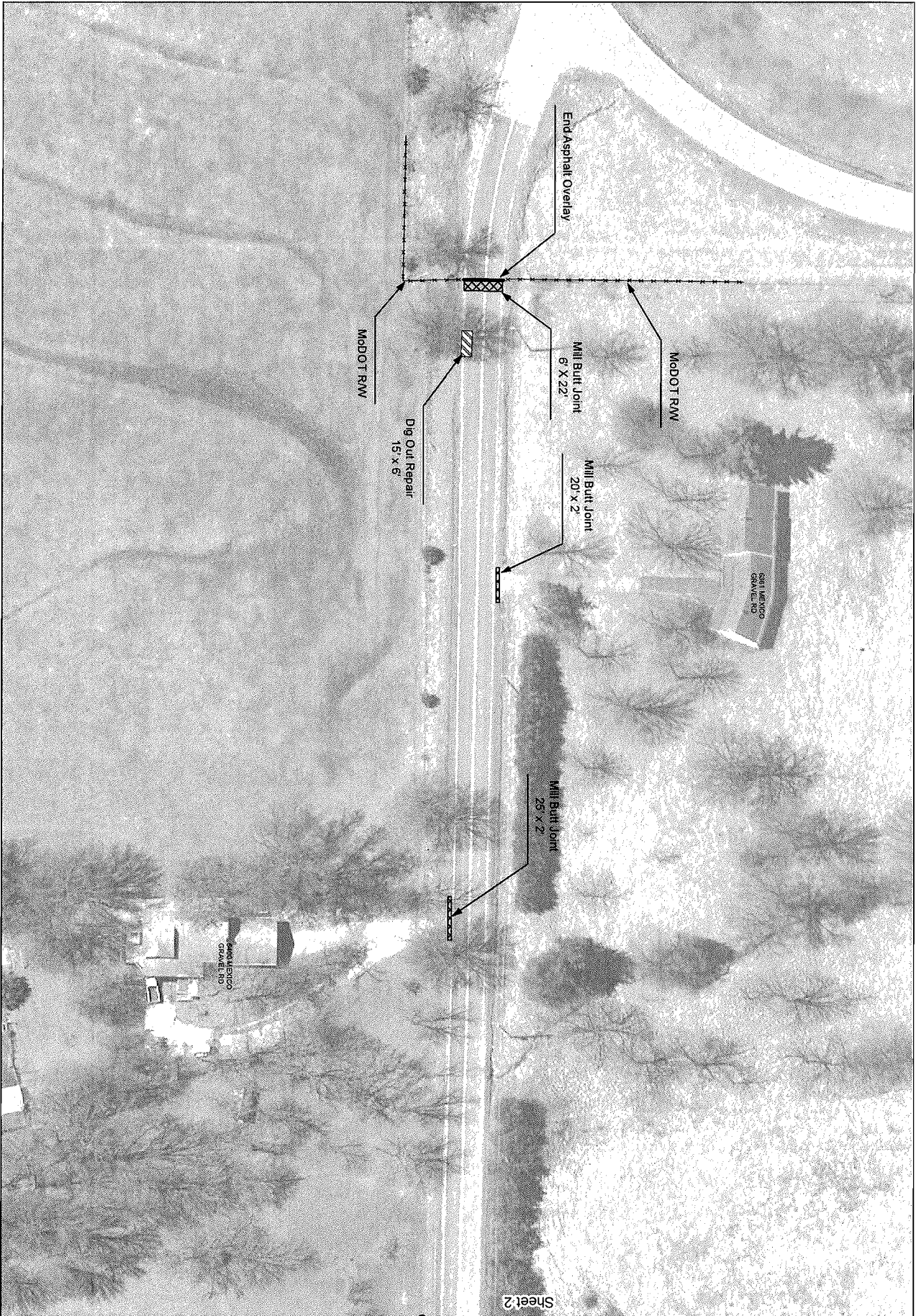


| Project Quantities | |
|--|-------------------------------|
| Item: | Quantity |
| Full Depth Reclamation (Ave Width 24 Ft) | 10,406 S.Y. |
| Asphalt Overlay, BP-2 (Ave Width 22 Ft) | 2,840 Ton |
| Tack Coat | 51,624 S.Y. |
| Surface Milling, Butt Joint | 112 S.Y. |
| Ditching | 1,185 Ft |
| Dig Out Repairs | 320 S.Y. |
| 6"x12"x1' Rock Lining w/Fabric | 36 S.Y. |
| Road Pipe Replacement Patch | 62 S.Y. |
| 15" CMP Pipe | 2 x 35 Ft |
| 18" CMP Pipe | 1 x 34 Ft; 1 x 50 Ft; 1 x 36' |

Mexico Gravel Rd
2015 Asphalt Rehabilitation Project

Boone County
Resource Management
Boone County Government Center
801 E. Walnut Room 315
Columbia, MO 65201-7730
(573) 886-4480 Fax (573) 886-4340

| |
|-----------------------------------|
| Project No: |
| Date: 5/1/2015 |
| Scale: 1 inch = 800 feet |
| Design By: Resource Management |
| Drawn By: A. Garringer |
| Checked By: D. Haid |
| Overview |



Sheet 2

| | |
|----------------|---------------------|
| Project No: | |
| Date: 5/1/2015 | |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Garinger |
| Checked By: | D. Haid |
| Sheet 1 | |

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Resource Management**
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Mexico Gravel Rd
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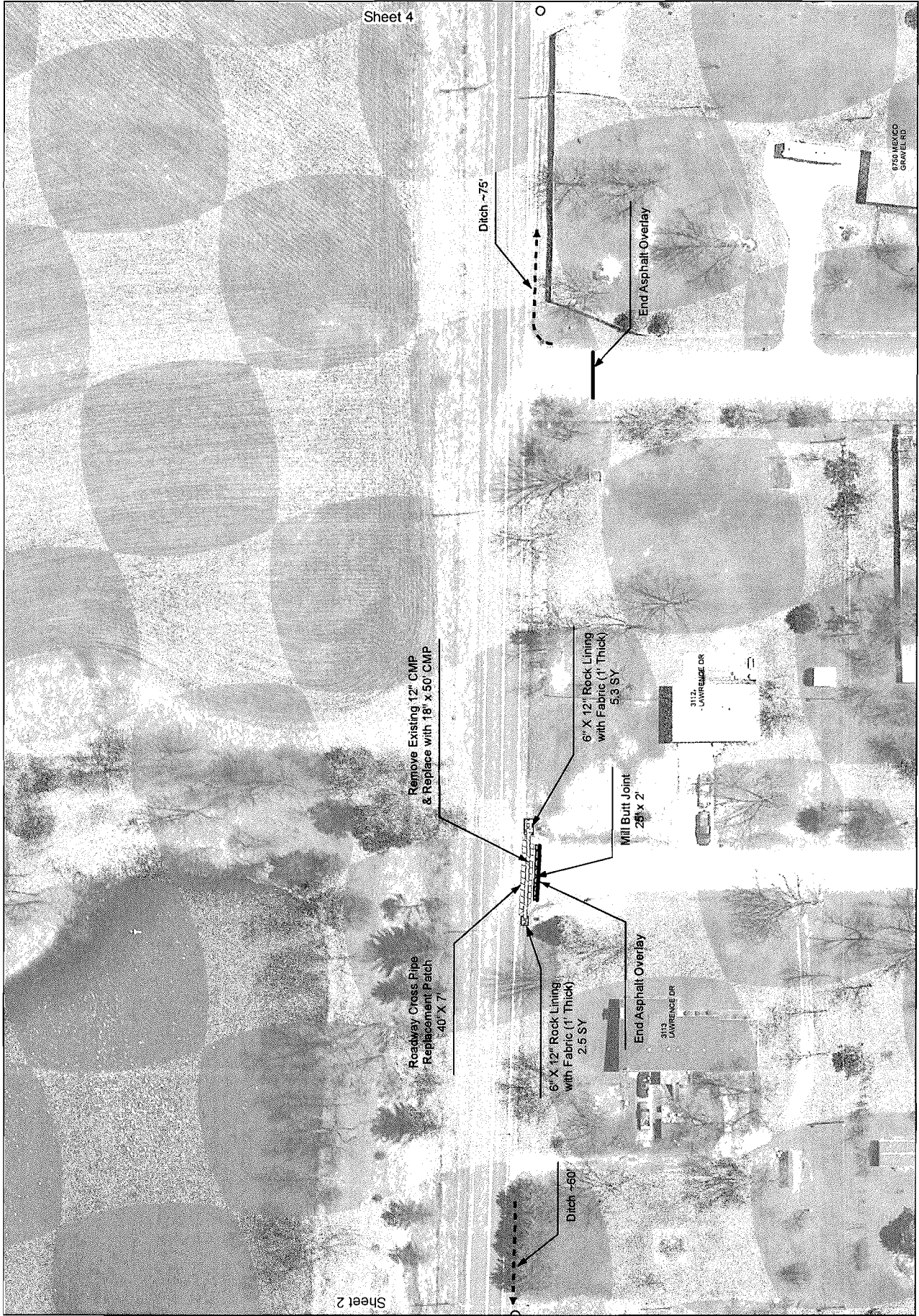


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| Sheet 2 |
| Project No.: |
| Date: 5/1/2015 |
| Scale: 1 inch = 50 feet |
| Design By: Resource Management |
| Drawn By: A. Ganninger |
| Checked By: D. Haid |

Boone County Resource Management
 Boone County Government Center
 801 E. Walnut Room 315
 Columbia, MO 65201-7730
 (573) 886-4480 Fax (573) 886-4340



Mexico Gravel Rd
 2015 Asphalt Rehabilitation Project



Sheet 2

Sheet 4

| | |
|--|--|
| | Boone County Resource Management Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340 |
| | Project No: Date: 5/11/2015 Scale: 1 inch = 50 feet Design By: Resource Management Drawn By: A. Garinger Checked By: D. Haid |

Mexico Gravel Rd
 2015 Asphalt Rehabilitation Project

Sheet 3

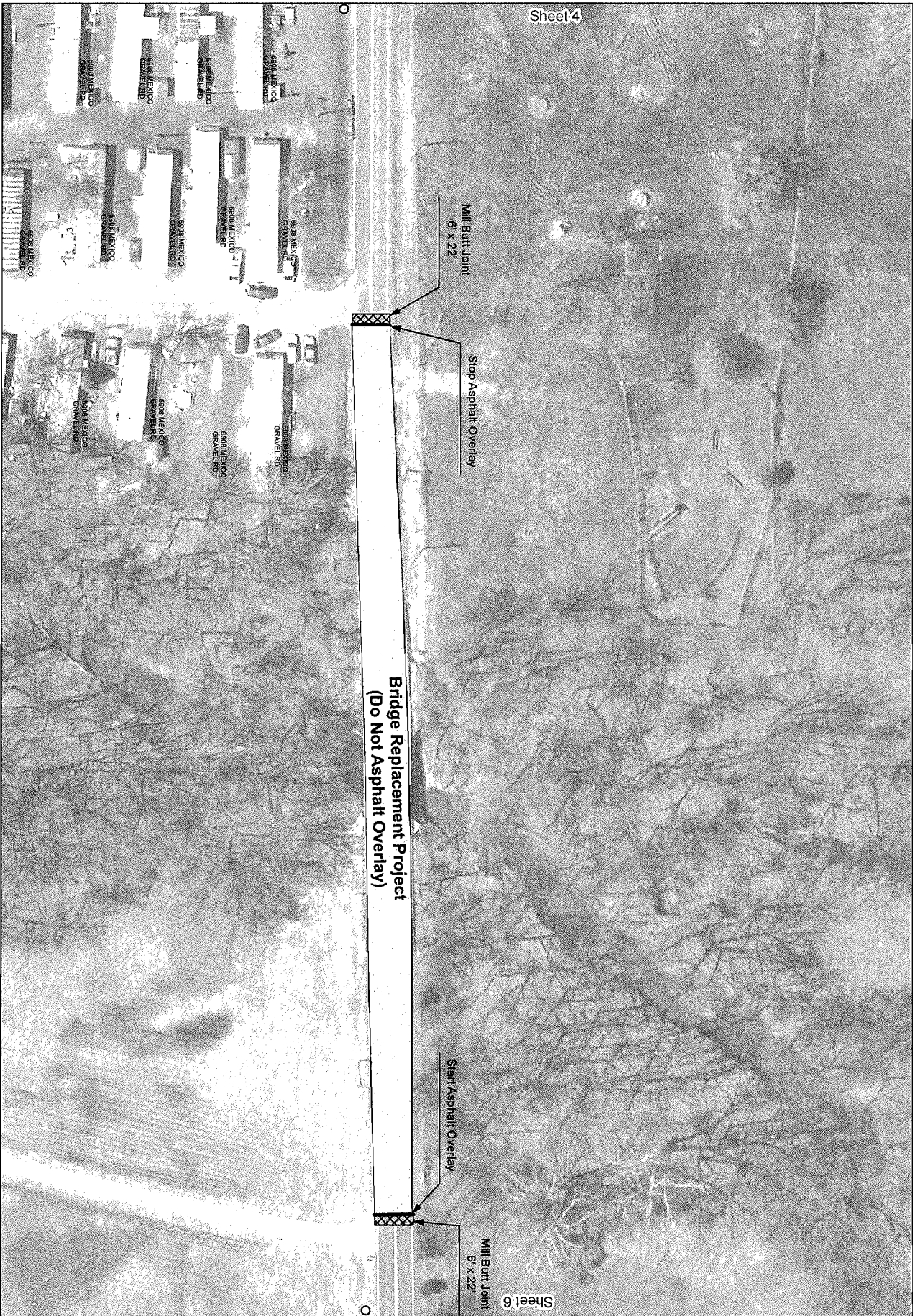


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|--------------------------------|--|
| Project No. | |
| Date: 5/17/2015 | |
| Scale: 1 inch = 50 feet | |
| Design By: Resource Management | |
| Drawn By: A. Garinger | |
| Checked By: D. Hill | |
| Sheet 4 | |

Boone County Resource Management
 Boone County Government Center
 801 E. Walnut Room 315
 Columbia, MO 65201-7730
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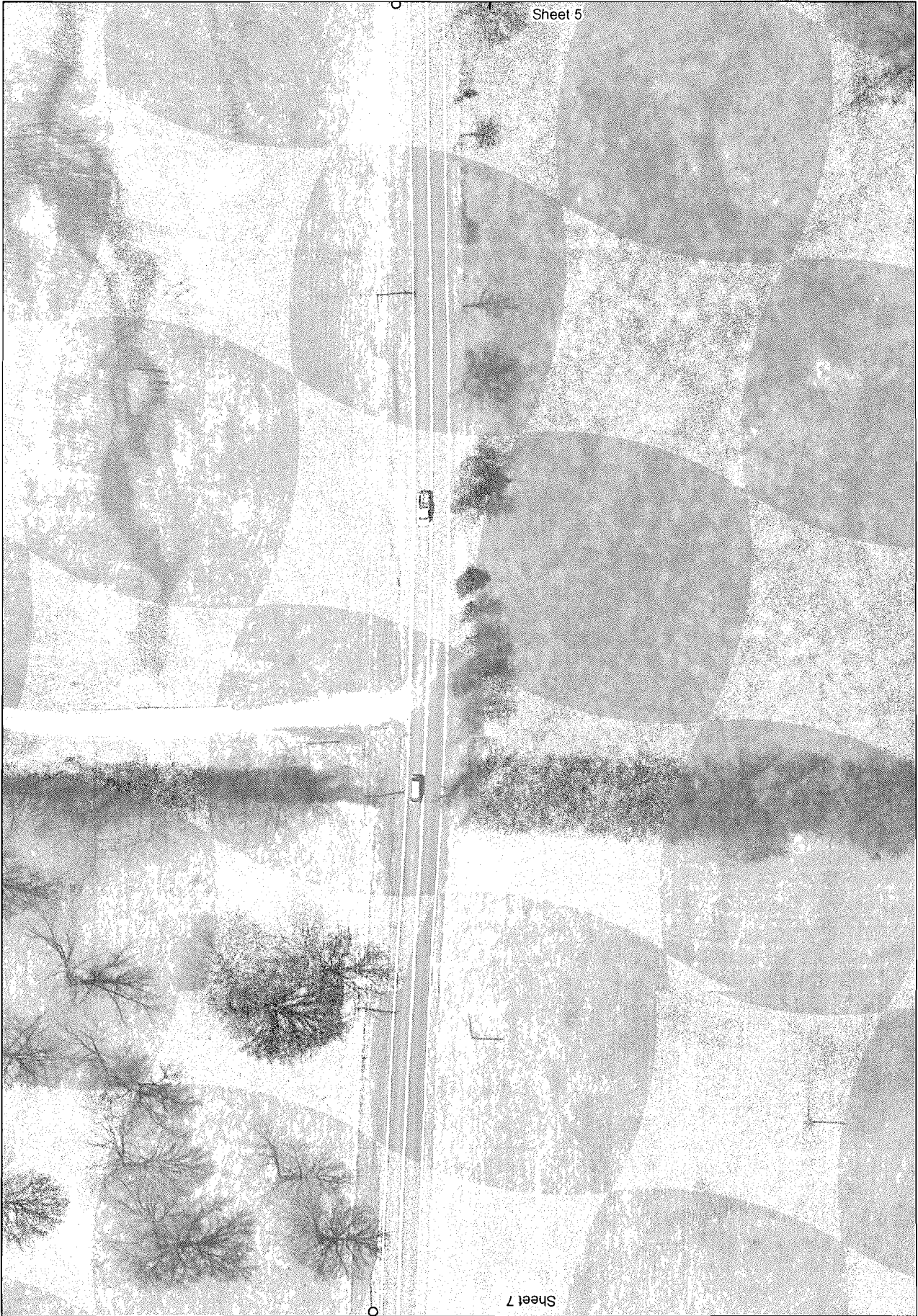


Mexico Gravel Rd
 2015 Asphalt Rehabilitation Project



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| <p>Sheet 5</p> | <p>Boone County Resource Management Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340</p> | | <p>Mexico Gravel Rd 2015 Asphalt Rehabilitation Project</p> |
| <p>Project No.:</p> | <p>Date: 5/1/2015</p> | <p>Scale: 1 inch = 50 feet</p> | <p>Design By: Resource Management</p> |
| <p>Drawn By: A. Garinger</p> | <p>Checked By: D. Haid</p> | | |

Sheet 5



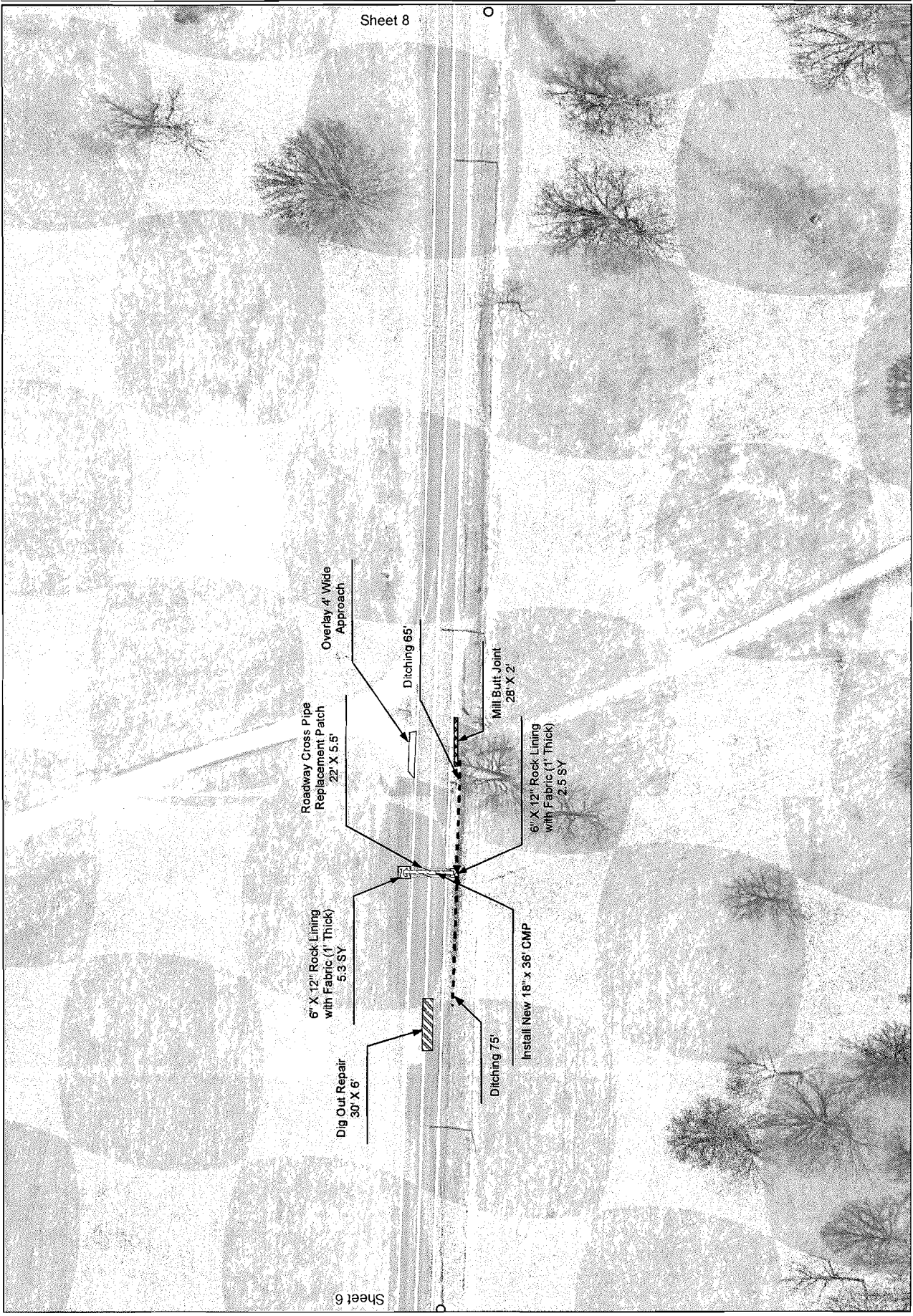
Sheet 7

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|-----------------------------------|
| Sheet 6 |
| Checked By: D. Heid |
| Drawn By: A. Gammiger |
| Design By: Resource Management |
| Scale: 1 inch = 50 feet |
| Date: 5/1/2015 |
| Project No: |

**Boone County
Resource Management**
 Boone County Government Center
 801 E. Walnut Room 315
 Columbia, MO 65201-7730
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Mexico Gravel Rd
 2015 Asphalt Rehabilitation Project



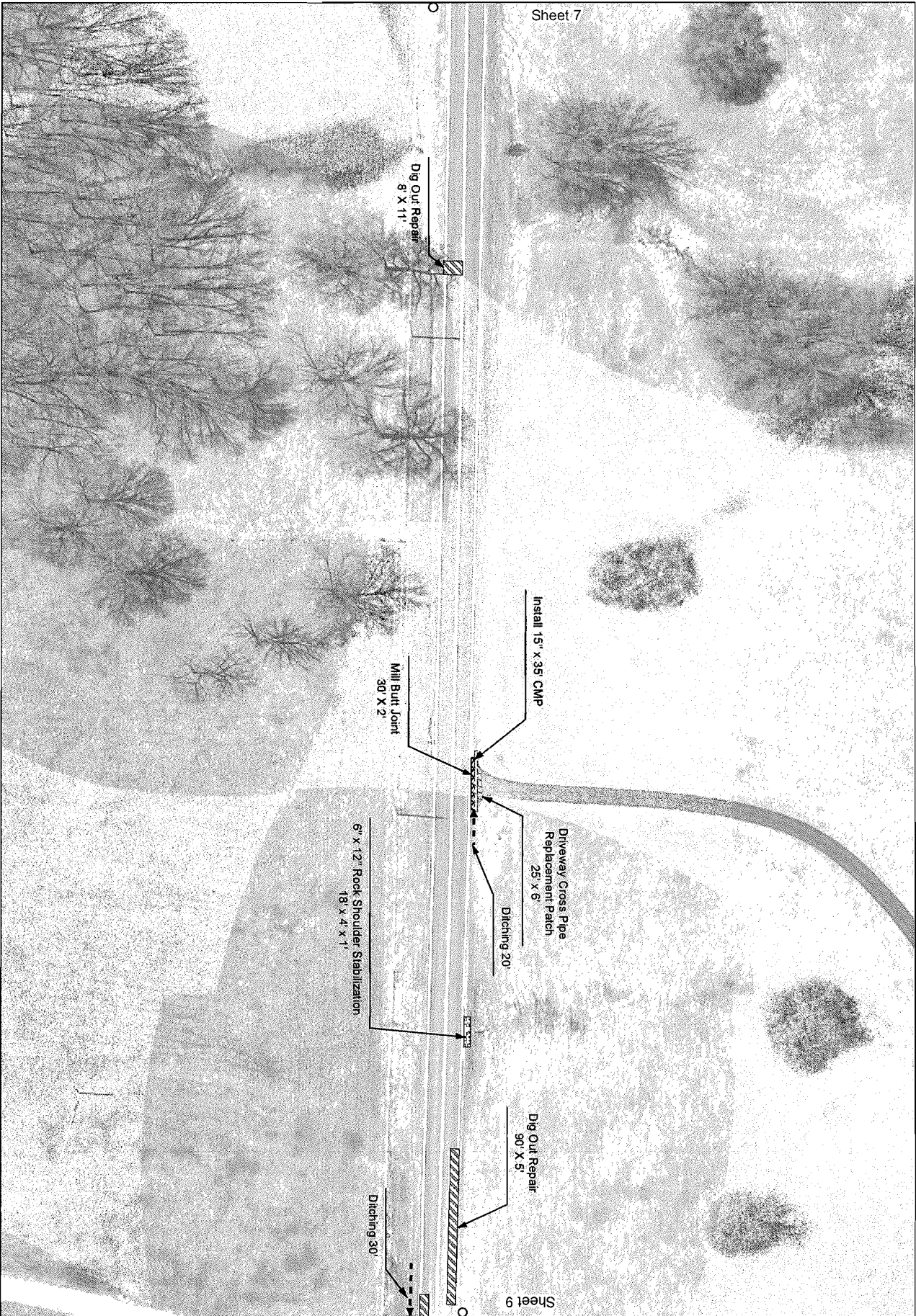
Sheet 6

Sheet 8

| | |
|-------------|---|
| Project No: | Boone County Government Center 801 E Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340 |
| Date: | 5/1/2015 |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Garringer |
| Checked By: | D. Haid |
| Sheet 7 | |

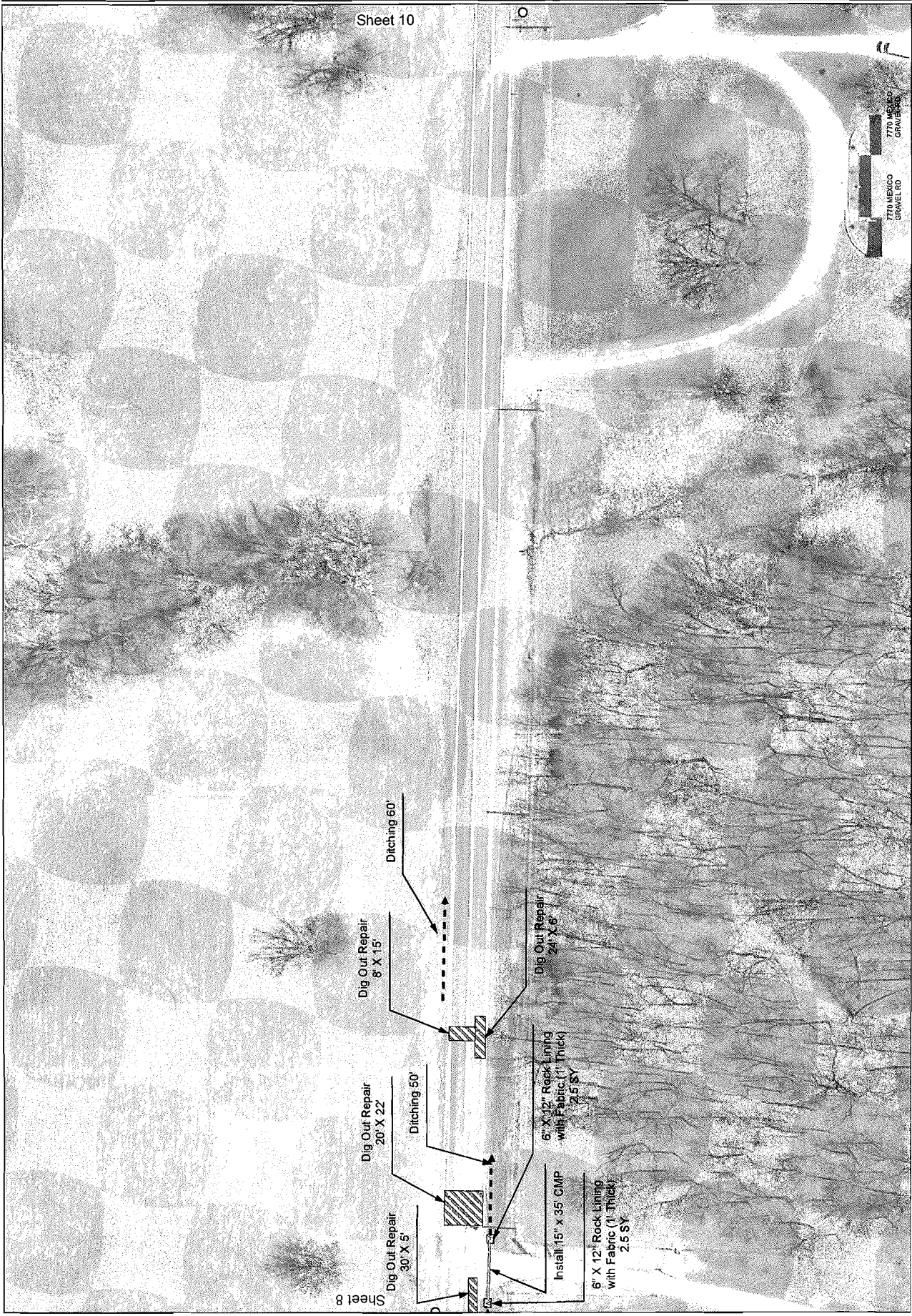
Boone County
Resource Management

Mexico Gravel Rd
2015 Asphalt Rehabilitation Project



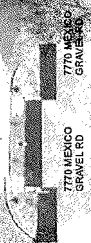
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| <p>Boone County Resource Management</p> <p>Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340</p> | | <p>Project No:</p> |
| | | <p>Date: 5/1/2015</p> |
| <p>Scale: 1 inch = 50 feet</p> <p>Design By: Resource Management</p> <p>Drawn By: A. Garringer</p> <p>Checked By: D. Heid</p> | <p>Sheet 8</p> | |

Mexico Gravel Rd
2015 Asphalt Rehabilitation Project



Sheet 8

Sheet 10



Mexico Gravel Rd
2015 Asphalt Rehabilitation Project



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Boone County Government Center
801 E. Walnut Room 315
Columbia, MO 65201-7730
(573) 886-4480 Fax (573) 886-4340

| | |
|-------------|---------------------|
| Project No: | |
| Date: | 5/1/2015 |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Garringer |
| Checked By: | D. Heid |
| Sheet 9 | |



Mexico Gravel Rd
2015 Asphalt Rehabilitation Project



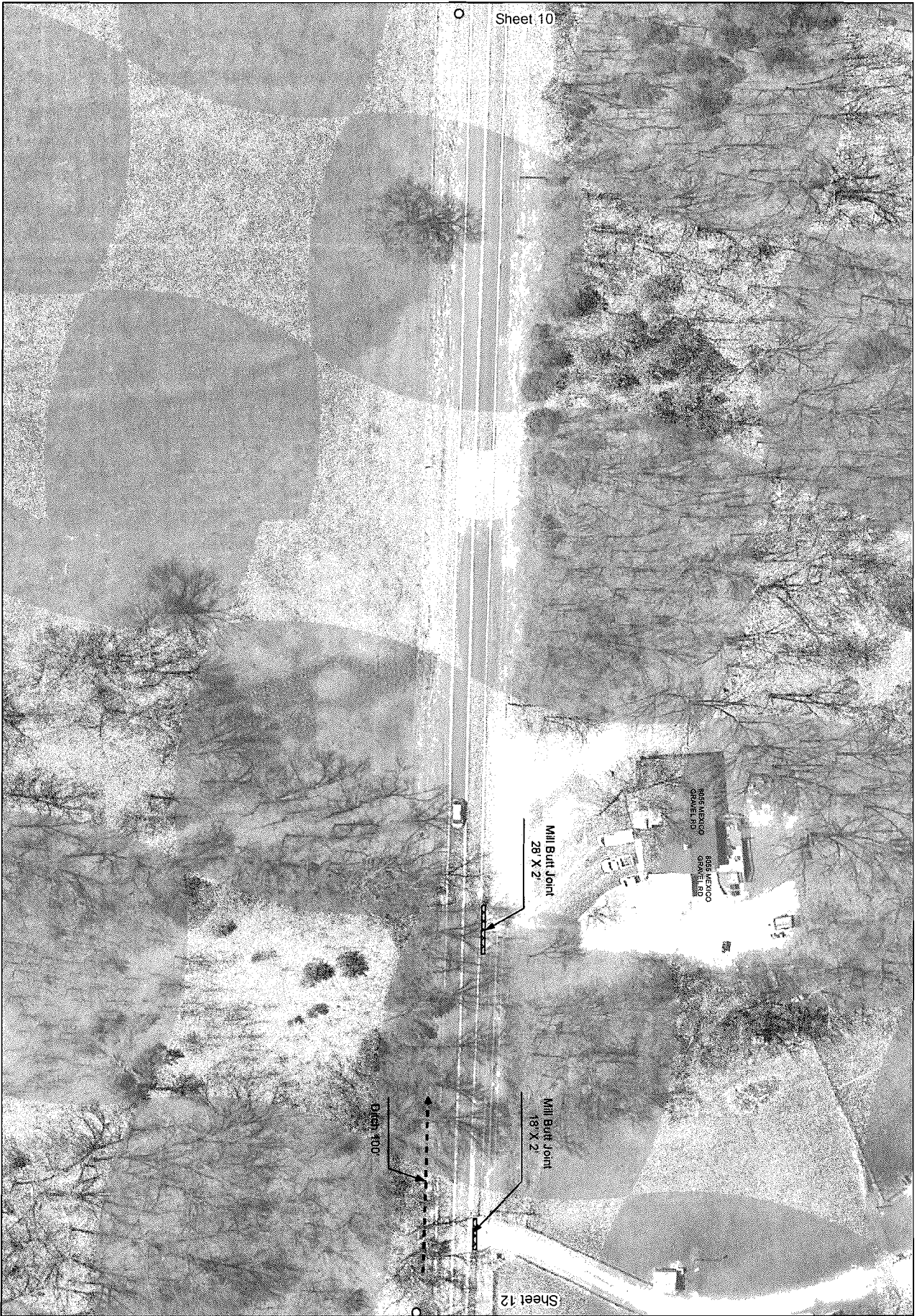
**Boone County
Resource Management**
Boone County Government Center
801 E. Walnut Room 315
Columbia, MO 65201-7730
(573) 886-4480 Fax (573) 886-4340

| | |
|-------------|---------------------|
| Project No: | |
| Date: | 5/1/2015 |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Garinger |
| Checked By: | D. Haid |
| Sheet 10 | |

Sheet 9

Sheet 11

7000 MEXICO
GRAVEL RD



Sheet 10

Sheet 12

Mill Buit Joint
28' X 2'

Mill Buit Joint
18' X 2'

0.000' 100'

885 MEXICO GRAVEL RD
885 MEXICO GRAVEL RD



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Mexico Gravel Rd
2015 Asphalt Rehabilitation Project

| | |
|-------------|---------------------|
| Project No: | |
| Date: | 5/1/2015 |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Garringer |
| Checked By: | D. Heid |
| Sheet 11 | |



Sheet 13

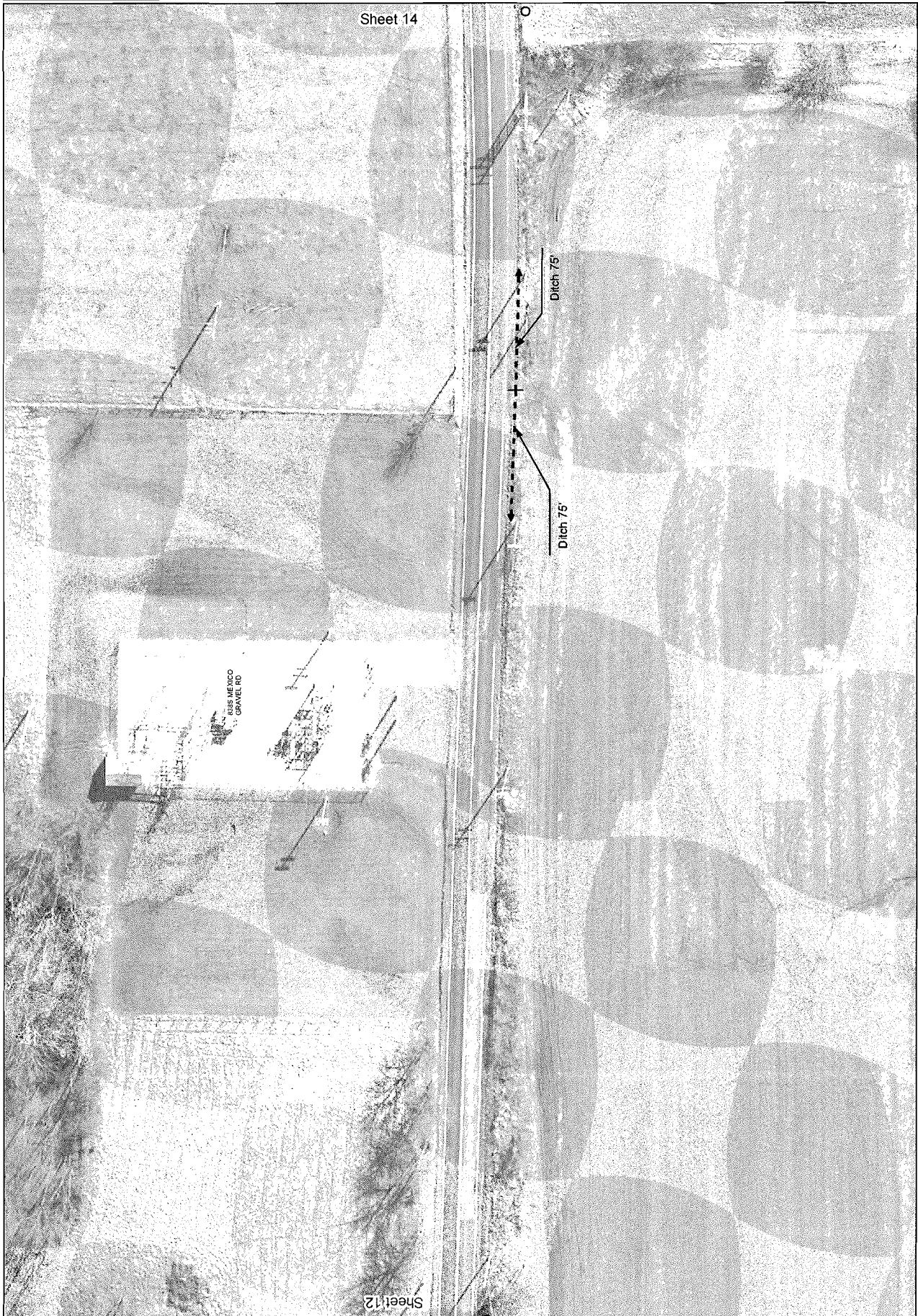
Sheet 11



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Resource Management**
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**Mexico Gravel Rd
2015 Asphalt Rehabilitation Project**

| | |
|----------------|---------------------|
| Project No. | |
| Date: 5/1/2015 | |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Garinger |
| Checked By: | D. Heid |
| Sheet 12 | |



Sheet 12

Sheet 14

Sheet 13

Checked By:
D. Heid

Drawn By:
A. Garringer

Design By:
Resource Management

Scale:
1 inch = 50 feet

Date: 5/1/2015

Project No:

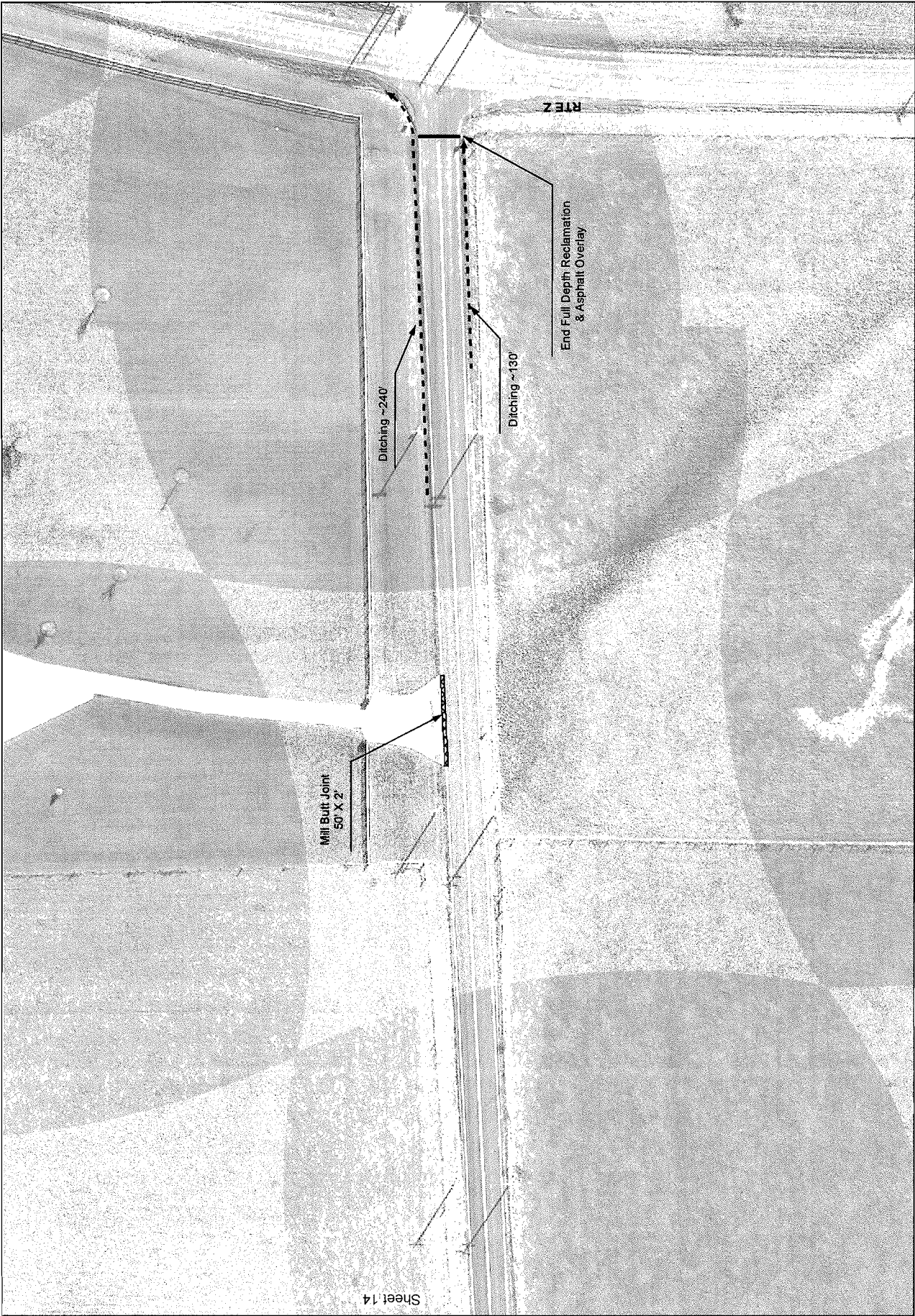
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Boone County Government Center
801 E Walnut Room 315
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**Mexico Gravel Rd
2015 Asphalt Rehabilitation Project**



| | | | | | |
|-----------------|--|--|---|---|--|
| <p>Sheet 14</p> | <p>Scale: 1 inch = 50 feet</p> <p>Design By: Resource Management</p> <p>Drawn By: A. Garinger</p> <p>Checked By: D. Haid</p> | <p>Project No:</p> <p>Date: 5/1/2015</p> | <p style="text-align: center;">Boone County Resource Management</p> <p style="text-align: center;">Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340</p> |  | <p>Mexico Gravel Rd 2015 Asphalt Rehabilitation Project</p> |
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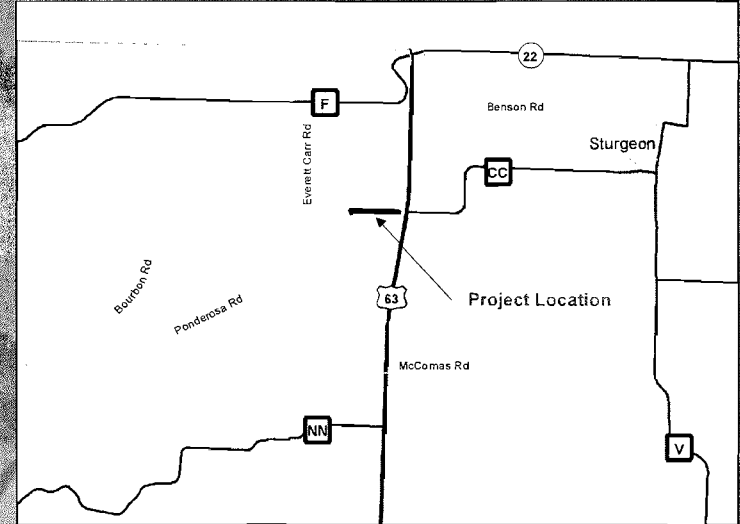
Sheet 14



| | |
|-------------|---------------------|
| Project No: | |
| Date: | 5/1/2015 |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Cozinger |
| Checked By: | D. Paul |
| Sheet | 15 |

Project Quantities

| <u>Item:</u> | <u>Quantity</u> |
|--|-----------------|
| Full Depth Reclamation (Ave Width 22 Ft) | 6,060 S.Y. |
| Asphalt Overlay, BP-2 (Ave Width 21 Ft) | 638 Ton |
| Surface Milling, Butt Joint | 11 S.Y. |
| Tack Coat | 11,596 S.Y. |
| Ditching | 390 Ft |



**Roy Barnes Road
2015 Asphalt Rehabilitation Project**



**Boone County
Resource Management**
Boone County Government Center
801 E. Walnut Room 315
Columbia, MO 65201-7730
(573) 886-4480 Fax (573) 886-4340

| |
|-----------------------------------|
| Project No: |
| Date: 5/1/2015 |
| Scale: 1 inch = 250 feet |
| Design By: Resource Management |
| Drawn By: A. Garringer |
| Checked By: D. Haid |
| Overview |



Sheet 2

| | |
|--------------|---------------------|
| Project No.: | |
| Date: | 5/1/2015 |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Garringer |
| Checked By: | D. Haid |
| Sheet 1 | |



**Boone County
Resource Management**
Boone County Government Center
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**Roy Barnes Road
2015 Asphalt Rehabilitation Project**



Sheet 1

Sheet 3

Overlay Approach
5' Width

Overlay Approach
5' Width

Overlay Approach
5' Width

E Roy Barnes Rd



**Boone County
Resource Management**
Boone County Government Center
801 E. Walnut Room 315
Columbia, MO 65201-7730
(573) 866-4480 Fax (573) 866-4340

**Roy Barnes Road
2015 Asphalt Rehabilitation Project**

| |
|-----------------------------------|
| Project No.: |
| Date: 5/1/2015 |
| Scale: 1 inch = 50 feet |
| Design By: Resource Management |
| Drawn By: A. Garinger |
| Checked By: D. Haid |
| Sheet 2 |



| | | | | | | |
|----------------|--|------------------------------------|-----------------------|--------------------|--|--|
| <p>Sheet 3</p> | <p>Design By: Resource Management Drawn By: A. Garringer Checked By: D. Heid</p> | <p>Scale: 1 inch = 50 feet</p> | <p>Date: 5/1/2015</p> | <p>Project No:</p> | <p>Boone County Resource Management Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340</p>  | <p>Roy Barnes Road 2015 Asphalt Rehabilitation Project</p> |
|----------------|--|------------------------------------|-----------------------|--------------------|--|--|



Sheet 3

Roy Barnes Road
2015 Asphalt Rehabilitation Project



**Boone County
Resource Management**
Boone County Government Center
801 E. Walnut Room 315
Columbia, MO 65201-7730
(573) 886-4480 Fax (573) 886-4340

| | |
|-------------|---------------------|
| Project No: | |
| Date: | 5/1/2015 |
| Scale: | 1 inch = 50 feet |
| Design By: | Resource Management |
| Drawn By: | A. Garinger |
| Checked By: | D. Haid |
| Sheet 4 | |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

28th

day of

July

20 15

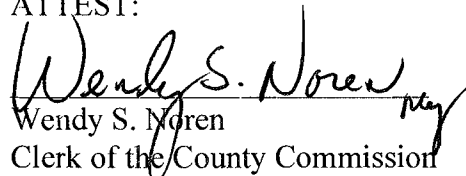
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 29-18JUN15 – Brookfield Estates 2015 Concrete Rehabilitation Project to APAC – Missouri, Inc. of Columbia, MO.

The 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.

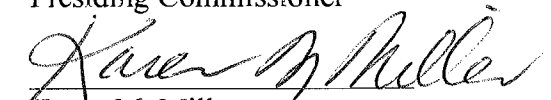
Done this 28th day of July, 2015.

ATTEST:

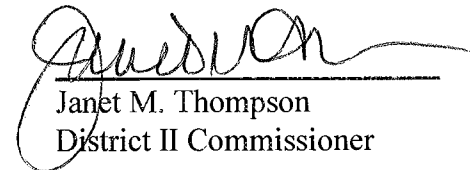

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Cheli Haley
Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley, Buyer
DATE: July 27, 2015
RE: 2nd Reading of Brookfield Estates – 2015 Concrete Rehabilitation Project

RFB 29-18JUN15 for Brookfield Estates opened on June 18, 2015 with two bids received. Resource Management recommends award by low bid to **APAC – Missouri, Inc.** of Columbia, Missouri.

Contract amount is **Two Hundred Thirty Five Thousand, Twenty One Dollars and Five Cents (\$235,021.05)** with a 10% contingency fee in the amount of \$23,502.11 resulting in a purchase order total of \$258,523.16.

Invoices will be paid from department 2041 – Infrastructure Preservation/Rehabilitation, account 71202 – Contractor Costs. \$250,000.00 was budgeted for this work.

Attached is the bid tabulation for your information.

| RFB 29-18JUN15 - BROOKFIELD ESTATES - 2015 CONCRETE REHABILITATION PROJECT | | | | | | | | | | |
|---|------|-------|--------------------|----------------|------------------------------|----------------|------------|----------------|-------------|----------------|
| BID OPEN: JUNE 18, 2015 at 1:30 PM | | | Engineers Estimate | | Christensen Construction Co. | | APAC | | Average | |
| Description | Unit | Qty | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| | | | MOBILIZATION | LS | 1 | \$8,000.00 | \$8,000.00 | \$16,000.00 | \$16,000.00 | \$15,000.00 |
| TRAFFIC CONTROL | LS | 1 | \$2,000.00 | \$2,000.00 | \$500.00 | \$500.00 | \$1,200.00 | \$1,200.00 | \$850.00 | \$850.00 |
| RESTORATION | LS | 1 | \$2,000.00 | \$2,000.00 | \$500.00 | \$500.00 | \$1,575.00 | \$1,575.00 | \$1,037.50 | \$1,037.50 |
| FULL DEPTH REPAIR | SF | 1588 | \$17.00 | \$26,996.00 | \$24.20 | \$38,429.60 | \$14.00 | \$22,232.00 | \$19.10 | \$30,330.80 |
| PARTIAL DEPTH REPAIR | SF | 302 | \$10.00 | \$3,020.00 | \$27.50 | \$8,305.00 | \$10.00 | \$3,020.00 | \$18.75 | \$5,662.50 |
| ROCK BASE, EXTRA DEPTH | TON | 20 | \$40.00 | \$800.00 | \$72.00 | \$1,440.00 | \$35.00 | \$700.00 | \$53.50 | \$1,070.00 |
| SURFACE MILLING | SY | 730 | \$3.00 | \$2,190.00 | \$10.00 | \$7,300.00 | \$16.80 | \$12,264.00 | \$13.40 | \$9,782.00 |
| CHIP SEAL INTERLAYER | SY | 15867 | \$2.50 | \$39,667.50 | \$2.50 | \$39,667.50 | \$2.35 | \$37,287.45 | \$2.43 | \$38,477.48 |
| TACK COAT, TRACKLESS | SY | 15867 | \$0.25 | \$3,966.75 | \$0.32 | \$5,077.44 | \$0.30 | \$4,760.10 | \$0.31 | \$4,918.77 |
| ASPHALT, BP-2 (2" THICKNESS) | TON | 1745 | \$74.00 | \$129,130.00 | \$83.00 | \$144,835.00 | \$78.50 | \$136,982.50 | \$80.75 | \$140,908.75 |
| BID TOTAL | | | | \$217,770.25 | | \$262,054.54 | | \$235,021.05 | | \$248,537.80 |
| Project Deduction: R.A.P.: Asphalt, BP-2, (2" Thickness) | | | | | | \$3.00 | | \$2.00 | | |
| Optional Asphalt Cement Price Index Provicion | | | | | | Accept | | Accept | | |
| | | | | | | | | | | |
| Submittals included with bid | | | | | | | | | | |
| Bid Response | | | | | | Yes | | Yes | | |
| Debarment | | | | | | Yes | | Yes | | |
| Work Authorization | | | | | | Yes | | Yes | | |
| Statement of Bidder's Qualifications | | | | | | Yes | | Yes | | |
| Anti-Collusion Statement | | | | | | Yes | | Yes | | |
| Bid Bond | | | | | | Yes | | Yes | | |
| Signature and Identity of Bidder | | | | | | Yes | | Yes | | |
| Bidder's Acknowledgment | | | | | | Yes | | Yes | | |

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 **APAC - Missouri, 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 29-18JUN15
BROOKFIELD ESTATES – 2015 CONCRETE REHABILITATION PROJECT
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$235,021.05.**

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
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Contract Agreement
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements (for completion when project is complete)
- Affidavit - Prevailing Wage (for completion when project is complete)
- General Specifications
- Technical Specifications
- Special Provisions
- State Wage Rates-Annual Wage Order #22
- Boone County Standard Terms and Conditions

Notice to Proceed
Boone County Roadway Regulations Chapter II
MoDOT Standard Specifications
Project Plans and/or Details

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: **\$235,021.05.**

Two Hundred Thirty Five Thousand, Twenty One Dollars and Five Cents (\$235,021.05)

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 _____ at Columbia, Missouri.

(Date)

CONTRACTOR:

APAC-MISSOURI, INC.

By: Shawn A. Riley
Authorized Representative Signature

By: SHAWN A. RILEY
Authorized Representative Printed Name
Title: PRESIDENT

OWNER, BOONE COUNTY, MISSOURI

By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

CJ Dykhous

CJ Dykhous
Boone County Counselor

ATTEST:

Wendy S. Noren
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.)

Jane E. Pitchford
Signature

7/27/15
Date

2041 /71202 - \$235,021.05

Appropriation Account

BID FORM

Brookfield Estates 2015 Concrete Rehabilitation Project 29-18JUN15

| Description | Unit | Qty. | Unit Price | Total |
|------------------------------|------|--------|---------------------|--------------------------------|
| Mobilization | LS | 1 | \$ 15,000 | \$ 15,000 ⁰⁰ |
| Traffic Control | LS | 1 | \$ 1,200 | \$ 1,200 ⁰⁰ |
| Restoration | LS | 1 | \$ 1,575 | \$ 1,575 ⁰⁰ |
| Full Depth Repair | SF | 1,588 | \$ 14 ⁰⁰ | \$ 22,232 ⁰⁰ |
| Partial Depth Repair | SF | 302 | \$ 10 ⁰⁰ | \$ 3,020 ⁰⁰ |
| Rock Base, Extra Depth | Ton | 20 | \$ 35 ⁰⁰ | \$ 700 ⁰⁰ |
| Surface Milling | SY | 730 | \$ 16 ⁸⁰ | \$ 12,264 ⁰⁰ |
| Chip Seal Interlayer | SY | 15,867 | \$ 2 ³⁵ | \$ 37,287 ⁴⁵ |
| Tack Coat, Trackless | SY | 15,867 | \$.30 | \$ 4,760 ¹⁰ |
| Asphalt, BP-2 (2" Thickness) | Ton | 1,745 | \$ 78 ⁵⁰ | \$ 136,982 ⁵⁰ |
| Total | | | | \$ 235,021⁰⁵ |

Project Deductions

Enter deduct amount for the below items the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

| ITEM | Deduct from Bid Items | Unit Price Deduct |
|--------|-------------------------------|--------------------|
| R.A.P. | Asphalt, BP-2, (2" Thickness) | \$ 2 ⁰⁰ |

Optional Asphalt Cement Price Index Provision: Failure of bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index

Check 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):

| <u>DATE</u> | <u>ADDENDUM NUMBER</u> |
|----------------------|------------------------|
| <u>June 15, 2015</u> | <u>1</u> |
| | |
| | |

COMPANY NAME: APAC - Missouri, Inc
ADDRESS: 1591 E. Prathersville Rd.
CITY, STATE, ZIP: Columbia, MO 65202
PHONE NUMBER: 573-449-0886

AUTHORIZED REPRESENTATIVE: Phillip Rainer

TITLE: SENIOR ESTIMATOR

SIGNATURE: *Phillip Rainer*

Prompt Payment Terms: Net 30

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

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

Vance Brothers
Strait-Line Construction

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Brookfield Estates

Project No.: N/A Bid: 29-18 Jun 15

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: ARAC-Missouri, Inc

By: 
(Signature)

Phillip Rainer
(Print or Type Name)

Title: SENIOR ESTIMATOR

Address: 1591 E. Prathersville Rd.

City, State, Zip: Columbia, MO 65202

Phone: 573-449-0886

Fax: 573-449-2980

Date: 6/18/15



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 Department of Homeland Security (DHS) and APAC-Missouri, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. 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. 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. 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 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).



U.S. Department of Homeland Security | Employment Eligibility Requirements

Company ID Number: 14914

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: APAC-Missouri, Inc.

Shawn Riley

Name (Please Type Last First)

Date

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type Last First)

Date

Electronically Signed

Signature

02/17/2009

Date

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: APAC
2. Business Address: SEE ATTACHED
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 *

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways. In 2006, Oldcastle Materials Inc. purchased the APAC companies, and we have continued to provide these services and expanded out markets.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc. We have been engaged in business under this firm ever since.

Federal Tax ID#: 61-1320131

Percent (%) of work done by own staff:

80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the Owner a "One-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts:

Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of current and recently completed projects:

Ameren UE Power Plant – Asphalt Work \$250,000
 Lowe's Columbia – Milling, Base rock and Asphalt Overlay - \$350,000
 Rte I-70 Boone – Asphalt Paving \$6,000,000
 Rte 740 Boone – Asphalt Paving \$1,900,000
 Rte 52 Benton, Morgan – Asphalt Paving \$6,300,000
 City of Brookfield – Asphalt and Milling \$250,000
 City of Columbia – Asphalt and Milling \$300,000
 City of Paris – Asphalt Work \$450,000
 City of Macon – Asphalt Work \$200,000
 City of Moberly 2014 – Asphalt Work \$250,000
 Boone County – Asphalt Work \$1,100,000

List of current and recently completed projects continued:

Hallsville R-IV Schools – New Parking Lot and Drives \$180,000
Rte 7 Cass Co. – Asphalt Paving \$11,600,000
Rte 65 Benton – Milling, Asphalt Paving & Adding Shoulders \$5,200,000
Rte 7 Benton / Henry – Adding Shoulder & Asphalt Paving \$6,500,000
I-70 Callaway – Milling & Asphalt Paving \$2,400,000
Rte 63 Boone County – Milling, Asphalt Paving & Bridge Rehab \$8,500,000
Rte 29/35 – 4 Bridge Redecks \$4,000,000
Rte 63 Boone County – 10 Bridge Rehabs & Latex Concrete Overlays \$3,000,000
Rte 92 Platte – New Bridge Construction, Grading & Asphalt Paving \$4,000,000
Rte V Livingston – New Bridge, Grading & Asphalt Paving \$2,000,000
Rte S Laclede County – 2 New Bridges, Grading & Asphalt Paving \$3,000,000
Joe Machens Toyota 2013 – Asphalt Paving \$6,000,000
City of Moberly 2014 – Milling and Asphalt Paving \$200,000
City of Fayette 2013 – Milling and Asphalt Paving \$150,000
Northeast Elementary School 2014 – Asphalt Paving \$250,000
City of Salisbury 2014 – Milling \$69,000
Cooper County 2013 – Asphalt Paving \$157,000
North Central MO Airport 2013 – Asphalt Paving \$100,000
Callaway County 2013 – Milling & Asphalt Paving \$150,000
City of Centralia 2014 – Asphalt Paving \$150,000

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

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

APAC-MISSOURI, INC.

using in Missouri the name

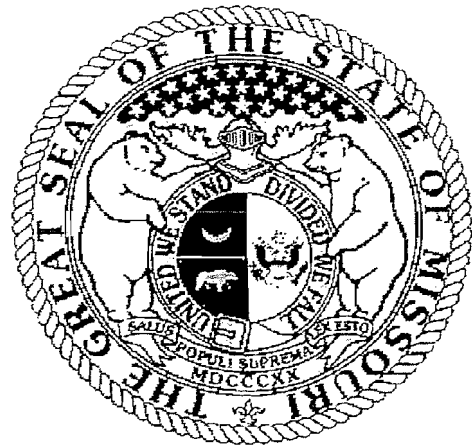
APAC-MISSOURI, INC.
F00451487

a DELAWARE entity was created under the laws of this State on the 28th day of January, 1998, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 26th day of August, 2011

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Phillip Raine, being first duly sworn, deposes and

says that he is SENIOR ESTIMATOR
(Title of Person Signing)

of APAC Missouri, 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 18 day of June, 20 15

[Signature]
Notary Public

My Commission Expires 5-18-17

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto
BOONE COUNTY RESOURCE MANAGEMENT
801 E WALNUT, ROOM 315
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 BROOKFIELD ESTATES 2015 CONCRETE REHABILITATION PROJECT

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 18 day of JUNE, 2015.

Shelly L Sanders
(Witness)

APAC-MISSOURI, INC.

{ Shawn A Riley (Principal) (Seal)
Shawn A Riley (Title)

Shelly L Sanders
(Witness)

FEDERAL INSURANCE COMPANY

{ Bryan J Pope (Surety) (Seal)
Bryan J Pope (Title) Attorney-in-Fact

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF BOONE } **SS**

On this 18 day of JUNE, 2015, before me personally came BRYAN J POPE to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

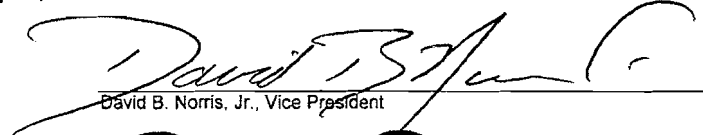
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jeremy Bexten, Michael J. Eshleman, Doug Fronick, Conrad E. Hake, Max Holt, Bruce Loesch, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**, each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th** day of **April, 2015**.



Dawn M. Chloros, Assistant Secretary



David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **15th** day of **April, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:


"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **June 18, 2015**




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated June 18, 20 15

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

APAC Missouri, Inc.
 (If a corporation - show its name above)

1591 E. Prothersville Rd Columbia MO
65202

ATTEST:

Shelly R Sander
 (Secretary) Asst Secretary

[Signature] SENIOR ESTIMATOR
 (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 18 day of June, 20 15

before me appeared Phillip Rainer 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

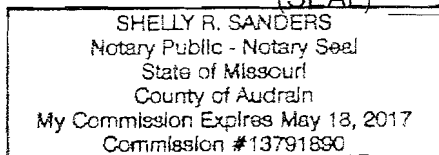
(if a sole individual) acknowledged that he executed the same as his free act and deed.

(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 SENIOR ESTIMATOR
President or other agent

of APAC Missouri, 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 Missouri the day and year first above written.



Shelly R Sanders Notary Public

My Commission expires 5-18, 20 17.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC Missouri, Inc.
P.O. Box 1117
Columbia, MO 65205

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

| TYPE OF POLICY | EXP DATE | | POLICY NUMBER | LIMIT OF LIABILITY | | |
|--|-------------------------------------|-----------------------------------|--|---|---------------------------|--|
| | <input type="checkbox"/> CONTINUOUS | <input type="checkbox"/> EXTENDED | | | | |
| WORKERS COMPENSATION | 9/1/2015 | | WA7-C8D-004095-024 WC7-C81-004095-014 | COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTIC STATES AND NY | | |
| | | | | EMPLOYERS LIABILITY | | |
| | | | Bodily Injury by Accident | | \$1,000,000 Each Accident | |
| | | | Bodily Injury By Disease | | \$1,000,000 Policy Limit | |
| | | | Bodily Injury By Disease | | \$1,000,000 Each Person | |
| COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE | 9/1/2015 | | TB2-C81-004095-114 -Per Project Aggregate included. | General Aggregate | | |
| | | | | \$2,000,000 | | |
| | | | | Products / Completed Operations Aggregate | | |
| | | | | \$2,000,000 | | |
| | | | | Each Occurrence | | |
| | | | | \$2,000,000 | | |
| | | RETRO DATE | | Personal & Advertising Injury | | |
| | | | | \$2,000,000 Per Person / Organization | | |
| | | | | Other Fire Damage-\$100,000 | | |
| | | | | Other Medical Exp-\$5,000 | | |
| AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED | 9/1/2015 | | AS2-C81-004095-124 Comp Ded \$10,000 Coll Ded \$10,000 | Each Accident--Single Limit | | |
| | | | | \$2,000,000 B.I. And P.D. Combined | | |
| | | | | Each Person | | |
| | | | | Each Accident or Occurrence | | |
| | | | | Each Accident or Occurrence | | |
| OTHER | | | | | | |
| ADDITIONAL COMMENTS | | | | | | |
| 602270 - Brookfield Estates - 2015 Concrete Rehabilitation Boone County named as additional insured. | | | | | | |

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
Insurance Group

Certificate
Holder

Boone County
613 E Ash, Rm. 109
Columbia, MO 65201

Stanley S. Esposito, Jr.

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 7/22/2015

OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

PERFORMANCE BOND

BOND NO. 8238-98-82

KNOW ALL PERSONS BY THESE PRESENTS, that we,

APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and

FEDERAL INSURANCE COMPANY

a Corporation, organized under the laws of the State of **INDIANA**

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 **TWO HUNDRED THIRTY FIVE THOUSAND TWENTY ONE AND 05/100 (\$235,021.05)** 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:

**BID NUMBER 29-18JUN15
BROOKFIELD ESTATES - 2015 CONCRETE REHABILITATION
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.

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.

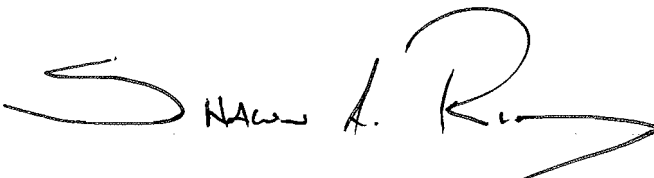
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

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 COLUMBIA, MO AND SALT LAKE CITY, UT on this 9TH day of JULY 2015.

APAC - MISSOURI, INC.

(Contractor)

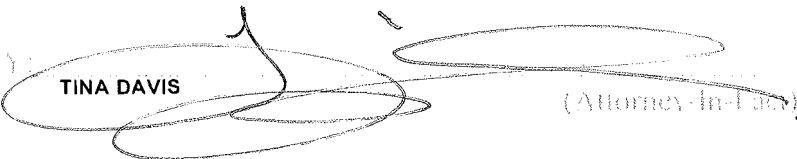
(SEAL)

BY:  SHAWN A. RYAN

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY:  TINA DAVIS (Attorney-In-Fact)

BY:  TINA DAVIS, MO LICENSE NO. 353789 (Missouri Representative)

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

MARSH USA, INC.

Surety Contact Name: **TINA DAVIS**
Phone Number: **801-533-3624**
Address: **15 W. SOUTH TEMPLE, STE. 700**
SALT LAKE CITY, UT 84101

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of INDIANA

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

TWO HUNDRED THIRTY FIVE THOUSAND TWENTY ONE AND 05/100 DOLLARS

(\$ 235,021.05), 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

**BID NUMBER 29-18JUN15
BROOKFIELD ESTATES - 2015 CONCRETE REHABILITATION
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, MO AND SALT LAKE CITY, UT on this 9TH day of JULY 20 15.

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY: [Signature]

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: [Signature]
(Attorney In Fact) TINA DAVIS

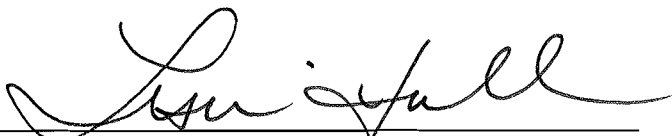
BY: [Signature]
(Missouri Representative) TINA DAVIS
MO LICENSE NO. 353789

(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).

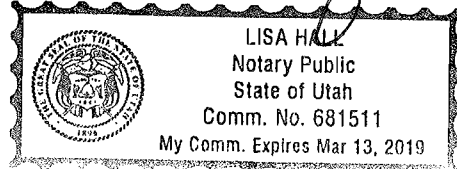
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 9TH day of JULY, 2015, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of October, 2014.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 16th day of **October, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **JULY 9, 2015**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



BOONE COUNTY, MISSOURI
Request for Bid #: 29-18JUN15
Brookfield Estates 2015 Concrete Rehabilitation Project

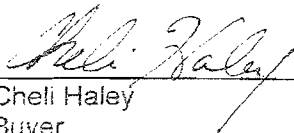
ADDENDUM #1 - Issued June 15, 2015

This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

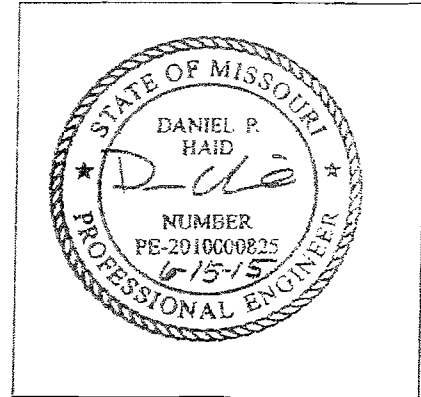
Specifications and Plans for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Boone County has acquired the permit from Missouri Department of Transportation (MoDOT) for the work on Brook Valley Drive within Route N right-of-way as shown on the plans. Contractor will be required to abide by MoDOT requirements for execution of work under said permit. See attached permit for details.
2. Contractor will be allowed to use a standard vertical face milling head for partial depth repairs. Round or V-shaped heads as shown in the 'Concrete Pavement Preservation Guide' will also be allowed but not required.

By:


Cheli Haley
Buyer
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #1 to Request for Bid # 29-18JUN15 Brookfield Estates 2015 Concrete Rehabilitation Project, receipt of which is hereby acknowledged:

Company Name: APAC - Missouri, Inc

Address: 1591 E. Prathersville Rd.
Columbia, MO 65202

Phone Number: 573-449-0886 Fax Number: 573-449-2980

Authorized Representative Signature: [Signature] Date: 6/18/15

Authorized Representative Printed Name: Brian Cracraft

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PERMIT TO WORK ON RIGHT OF WAY
LOCAL GOVERNMENT PROJECTS

District Central 1511 Mo Blvd Permit No. cd-15-028740
Jefferson City MO 65023 (Type of Work) Pavement repair Route N County Boone
Inspector John Kuhlman Issued 6-10-15 City Sapp
Phone 573-522-6806 Expires 9-2-15 Log Points _____
RMS Belt Released: _____ GPS Begins N _____ W _____
Speed Limit _____ mph GPS Ends N _____ W _____

Intersection/Stopping Sight Distance
Northbound/Eastbound NB EB _____ ISD ft. _____ SSD ft.
Southbound/Westbound SB WB _____ ISD ft. _____ SSD ft.

Location of work on State Highway right of way along the East Side. at intersection
from with Brook Valley Dr.
(State highway, County road, City street or County Line)

Description of work:
Partial and full depth concrete repairs on Brook Valley Drive
in Route N Blvd at intersection. After concrete repairs, concrete
street (Brook Valley Dr.) will get a chip seal interlayer and
asphalt overlay. Also mill joint at Route N for smooth transition.

By signing this form, the applicant agrees to all provisions of this form, including the General Provisions attached hereto and incorporated by reference.

D. Hurd 6-4-15
(Signature) (Date) (Signature) (Date)
Dan Hurd _____
(Print or Type Name) (Print or Type Name)
Boone County _____
(Applicant) (Applicant's Contractor)
801 E. Walnut _____
(Address) (Address)
Columbia MO 65201 _____
(City) (State) (Zip-code) (City) (State) (Zip-code)
(Telephone Number) 573-886-4496 _____
(Email Address) dhurd@boonecountymodemo _____
Surety deposit required. None , bond # _____ , check # _____ Amount _____
Transmittal Number _____ Make check payable to: **Director of Revenue Credit Road Fund**

For Office use only
Date: 6-10-15 By: [Signature] 60

All workers shall use personal protective equipment when working on MoDOT Right-of-Way.

Applicant is responsible for contacting Dig Rite at 1-800-344-7483 (DIG-RITE) or 811 before working on MODOT Right of Way.

Permitted work to comply with all appropriate sections of the General Provisions of this permit.

Traffic control meeting MUTCD to be in place during work on R/W. No lane closures allowed without submitting the "Notice of Intent" online at: <http://www.modot.org/asp/intentToWork.html> 48 hours prior to closure with times and dates approved by MoDOT.

Change permit status to work completed or contact MoDOT Traffic Specialist when work is done so an inspection can be done.

Work not accepted till permit is released by MoDOT.

GENERAL PROVISIONS

Section 1. The signing of this form binds the applicant to the terms of this permit. If signed by Applicant's contractor or that contractor's authorized representative, the contractor and any subcontractors will be held jointly responsible for all of the requirements of this permit until it is released by the District Engineer or the District Engineer's representative. Applicant agrees to keep a copy of the permit and an approved plan on the job site.

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- (b) Provide preinstallation meetings to all parties on major installations.
- (c) Designate a point of contact who shall be available 24 hours per day, 7 days per week while the permittee is present on state highway rights of way and shall be capable of correcting any deficiencies in accordance with Missouri Standard Specifications for Highway Construction including, but not limited to Section 616.
- (d) Include the name and telephone numbers of the design engineer and construction manager, as well as the dimension of the facility from the right of way line on the permit.

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Section 8. No advertising signs or display material of an advertising nature is to be placed on or to extend over onto the right of way as covered in Section 227.220 R.S.Mo.

Section 9. Except for the negligence of the Commission, its officers, employees and agents, the Applicant agrees to hold harmless the Commission, its officers and employees from all liability, judgments, costs, expenses and claims growing out of damages of any nature whatsoever, to any person or property arising out of performance or non-performance of said work, or existence of said improvements, from permit issuance until released as dated hereon.

Section 10. All costs incurred due to the issuance of this permit shall be borne by the Applicant, the Applicant's successors, and assigns.

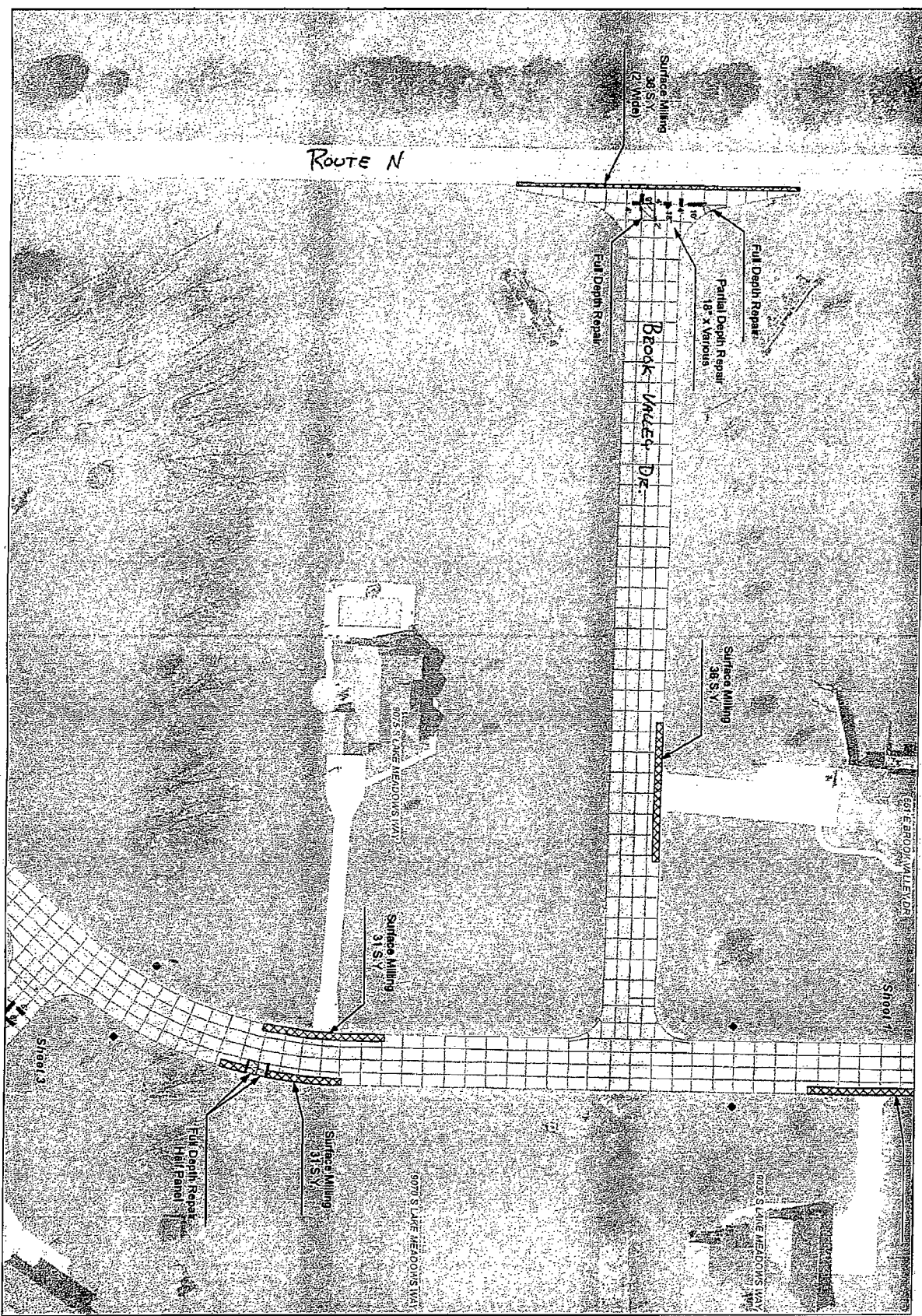
Section 11. It is understood that in granting this permit the Commission waives none of its power or rights to direct the removal, relocation, and/or proper maintenance in the future of anything within the right of way of the state highway at no cost to the Commission.

Section 12. The Applicant's deposit or bond may be held until the work has been completed and has been approved by the District Engineer or the District Engineer's representative. The Applicant agrees that the Commission may, after the expiration date of this permit or extension thereof, use as much of the deposit as may be necessary to restore, correct, or complete any and all work started or done by the Applicant by whatever means the Commission deems necessary. The Commission may use the deposit to correct any hazard which the Applicant/contractor does not correct upon notification.

Section 13. The obtaining of this permit does not relieve the Applicant of the responsibility for obtaining other permits required by this or any other agency having jurisdiction.

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Section 15. No driveway or improvement constructed on the highway right of way, shall be altered or relocated without permission of the District Engineer or the District Engineer's representative.




Sheet 2
 Date: 4/8/2015
 Scale:
 1 inch = 50 feet

**Boone County
 Resource Management**
 Boone County Government Center
 801 E. Walnut Room 315
 Columbia, MO 65201-7730
 (573) 888-4480 Fax (573) 888-4340




**Brookfield Estates
 2015 Concrete Rehab**


Choose One
-hard hats must be high visibility



OR



Choose One
-prescription




Choose One

| | | |
|--------------|---------------|----------------|
| Class 3 Vest | Class 3 Shirt | Class 3 Jacket |
| Class 2 Vest | Class 2 Shirt | Class 2 Jacket |

OR

| | | |
|--------------|---------------|----------------|
| Class 3 Vest | Class 3 Shirt | Class 3 Jacket |
| Class 2 Vest | Class 2 Shirt | Class 2 Jacket |

Choose One
Safety Footwear




Daytime Flagger PPE

For daytime activity, flaggers shall wear a high visibility hard hat; safety glasses; a Performance Class 3 top OR a Performance Class 2 top; and safety footwear.


- PPE = Personal Protective Equipment
- PPE is not required in fully enclosed equipment/cab
- PPE examples reflect minimum requirements

updated April 2015


Choose One
-hard hats may be any color or design



OR



Choose One
-prescription




Choose One

| | | |
|--------------|---------------|----------------|
| Class 3 Vest | Class 3 Shirt | Class 3 Jacket |
| Class 2 Vest | Class 2 Shirt | Class 2 Jacket |

OR

| | | |
|--------------|---------------|----------------|
| Class 3 Vest | Class 3 Shirt | Class 3 Jacket |
| Class 2 Vest | Class 2 Shirt | Class 2 Jacket |

Choose One
Safety Footwear - metatarsal support needed for some operations




Daytime Worker PPE

For daytime activity, workers shall wear a hard hat; safety glasses; a Performance Class 3 top OR a Performance Class 2 top; and safety footwear.


- PPE = Personal Protective Equipment
- PPE is not required in fully enclosed equipment/cab
- PPE examples reflect minimum requirements

updated April 2015

Choose One
-hard hats must be high visibility and reflective



OR



Choose One
-prescription



Choose One

| | | |
|---------------|--------------------------|------------------|
| Class 3 Vest | Class 3 Shirt | Class 3 Jacket |
| Class 2 Vest | Class 2 Shirt | Class 2 Jacket |
| Class E Pants | Class E Shorts or Gaiter | Class E Coverall |

OR

| | | |
|---------------|--------------------------|------------------|
| Class 3 Vest | Class 3 Shirt | Class 3 Jacket |
| Class 2 Vest | Class 2 Shirt | Class 2 Jacket |
| Class E Pants | Class E Shorts or Gaiter | Class E Coverall |

Choose One
Safety Footwear




Nighttime Flagger PPE

For nighttime activity, flaggers shall wear a high visibility/reflective hard hat; safety glasses; a Performance Class 3 top and a Class E bottom OR a Performance Class 2 top and a Class E bottom; and safety footwear.


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updated April 2015

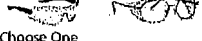
Choose One
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OR



Choose One
-prescription



Choose One

| | | |
|---------------|--------------------------|------------------|
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| Class E Pants | Class E Shorts or Gaiter | Class E Coverall |


OR

| | | |
|---------------|--------------------------|------------------|
| Class 3 Vest | Class 3 Shirt | Class 3 Jacket |
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| Class E Pants | Class E Shorts or Gaiter | Class E Coverall |

Plus

| | | |
|---------------|--------------------------|------------------|
| Class E Pants | Class E Shorts or Gaiter | Class E Coverall |
|---------------|--------------------------|------------------|

Choose One
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updated April 2015

616.8-3a (TA-3a) Shoulder Work on Two Lane Highways without Edgelines - MT

| SPEED | SIGN SPACING (ft.) | | TAPER LENGTH (ft.) | | OPTIONAL BUFFER LENGTH (ft.) (B) | CHANNELIZER SPACING (ft.) | |
|-------|--------------------|-------------|----------------------------|------------------------|----------------------------------|---------------------------|--------------------|
| | Undivided (S) | Divided (S) | Shoulder ¹ (T1) | Lane ² (T2) | | Tapers | Buffer/ Work Areas |
| 0-35 | 200 | - | 70 | - | 250 | 35 | 50 |
| 40-45 | 350 | - | 150 | - | 360 | 40 | 100 |
| 50-55 | 500 | - | 185 | - | 495 | 50 | 100 |
| 60-70 | 1000 | - | 235 | - | 730 | 60 | 100 |

¹ Shoulder taper length based on 10 ft. (standard shoulder width) offset ² Lane taper length based on 12 ft. (standard lane width) offset

| ROADWAY TYPE | SIGN HEIGHT | MAXIMUM WORK ZONE LENGTH (L) |
|-----------------|------------------------|------------------------------|
| URBAN | 1' Portable 7' Post | 1 Mi. |
| RURAL UNDIVIDED | 1' Portable 5' Post | 3 Mi. |

| | |
|--|--|
|  Channelizer |  Protective Vehicle |
|  Sign |  Truck Mounted Attenuator (TMA) |
|  Truck or Trailer Mounted Arrow Panel |  Work Space |

In addition to shoulder work, this typical application is applicable to work beyond shoulder where vehicles and equipment are parked on the shoulder.

A protective vehicle **may** be used while work is in progress. The protective vehicle **may** be equipped with a TMA and/or FAP and positioned at least 150 ft. in advance of the work space.

If encroachment onto driving surface occurs and there is not 10 ft. of driving surface available for the lane of traffic, that traffic lane **shall** be closed. Refer to appropriate lane closure typical applications.

If an arrow panel is used for an operation on the shoulder, the caution mode **shall** be displayed.

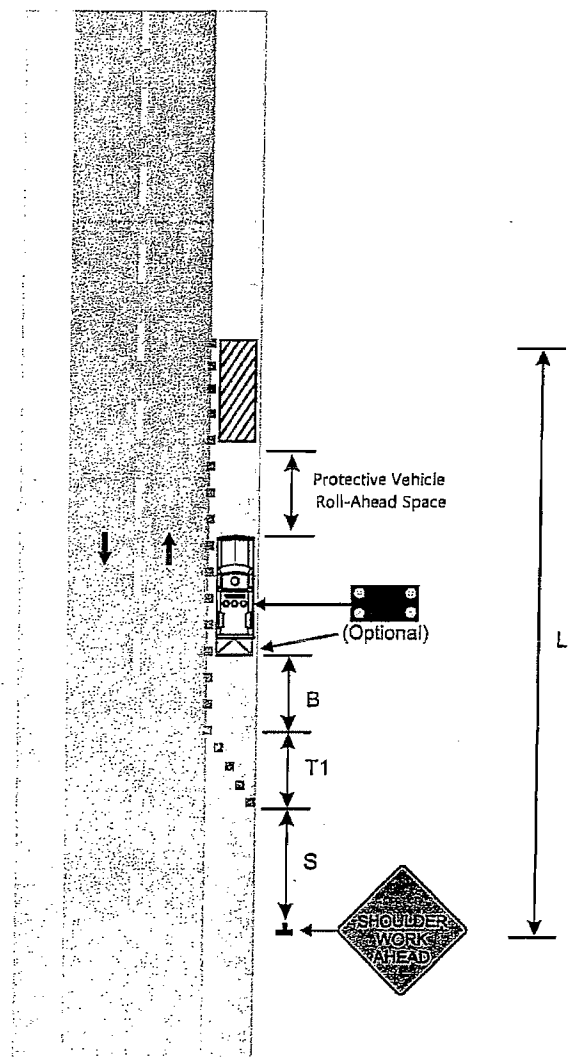
For short duration or mobile operations, signs, channelization devices, and protective vehicles **may** be reduced or eliminated if a work vehicle with activated rotating lights or strobe lights is used. However, if limited sight distance exists, a protective vehicle **should** be used. This protective vehicle **may** be equipped with a TMA and truck mounted flashing arrow panel and positioned at least 150 ft. in advance of the work space or work vehicle, as applicable. If a protective vehicle is used, a vehicle mounted sign **shall** be mounted at a recommended height of 48 in. above the road surface.

For work beyond shoulder, where vehicles and equipment are parked on the shoulder, the protective vehicle **may** be eliminated if a work vehicle with activated rotating lights or strobe lights is used.

Vehicle hazard warning signals **shall** not be used instead of the vehicle's rotating lights or strobe lights.

Additional warning signs **shall** be erected at each intersection with another state highway within the work zone. Upon the discretion of the supervisor, additional warning signs **may** be erected at other intersections within the work zone.

Other appropriate signs **may** be used in lieu of SHOULDER WORK AHEAD sign.





BOONE COUNTY, MISSOURI
Request for Bid #: 29-18JUN15
Brookfield Estates 2015 Concrete Rehabilitation Project

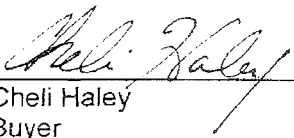
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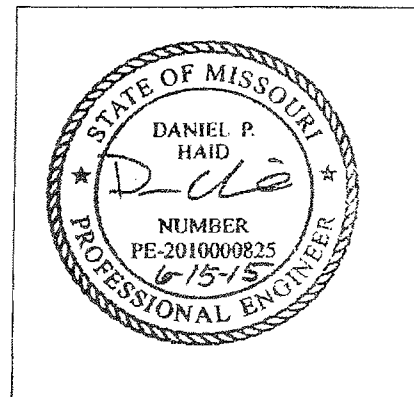
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By:


Cheli Haley
Buyer
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #1 to Request for Bid # 29-18JUN15 Brookfield Estates 2015 Concrete Rehabilitation Project, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PERMIT TO WORK ON RIGHT OF WAY LOCAL GOVERNMENT PROJECTS

Permit No. cd-15-028740

District Central 1511 Mo Blvd Pavement repair Route N County Boone

Jefferson City MO 65023 (Type of Work) City Sapp

Inspector John Kuhlman Issued 6-10-15 Log Points _____

Phone 573-522-6806 Expires 9-2-15 GPS Begins N _____ W _____

RMS Belt Released: _____ GPS Ends N _____ W _____

Speed Limit _____ mph

Intersection/Stopping Sight Distance

Northbound/Eastbound NB EB _____ ISD ft. _____ SSD ft.

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| | |
|--|--|
| <p><u>D. Heid</u> <u>6-4-15</u> (Signature) (Date)</p> <p><u>Dan Heid</u> (Print or Type Name)</p> <p><u>Boone County</u> (Applicant)</p> <p><u>801 E. Walnut</u> (Address)</p> <p><u>Columbia</u> <u>MO</u> <u>65201</u> (City) (State) (Zip-code)</p> <p>(Telephone Number) <u>573-886-4496</u></p> <p>(Email Address) <u>dheid@boonecountymo.org</u></p> <p>Surety deposit required. None <input type="checkbox"/> , bond # _____ , check # _____ Amount _____</p> <p>Transmittal Number _____ Make check payable to: Director of Revenue Credit Road Fund</p> | <p>_____ (Signature) (Date)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Applicant's Contractor)</p> <p>_____ (Address)</p> <p>_____ (City) (State) (Zip-code)</p> <p>(Telephone Number) _____</p> <p>(Email Address) _____</p> |
|--|--|

For Office use only

Date: 6-10-15 By: JKL 60

GENERAL PROVISIONS

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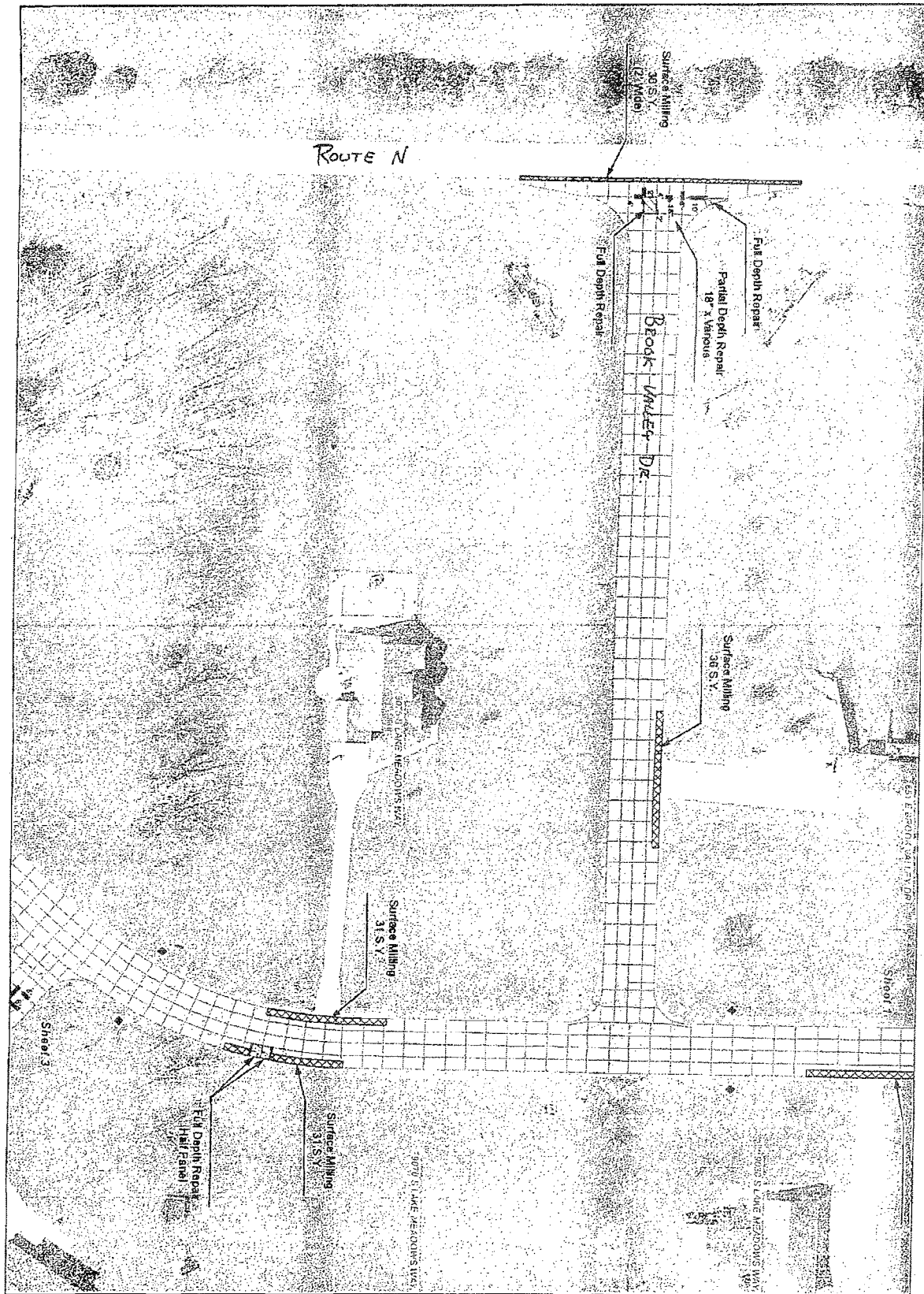
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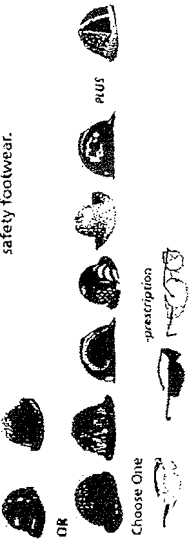
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**Boone County
 Resource Management**
 Boone County Government Center
 801 E. Walnut Room 315
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 (573) 886-4480 Fax (573) 886-4340

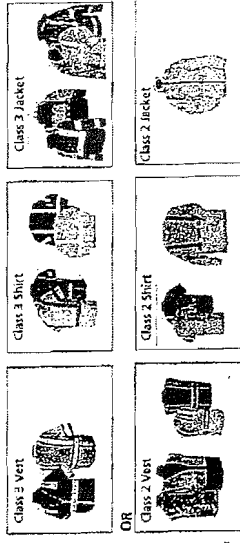


**Brookfield Estates
 2015 Concrete Rehab**

Choose One
-hard hats must be high visibility



Choose One



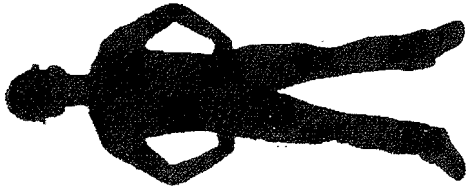
Choose One



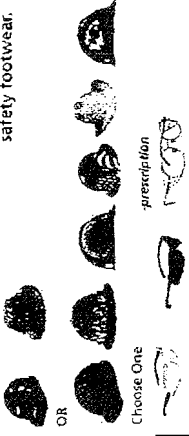
Daytime Flagger PPE

* PPE is Personal Protective Equipment
* PPE is required in fully enclosed environments
* PPE examples reflect minimum requirements

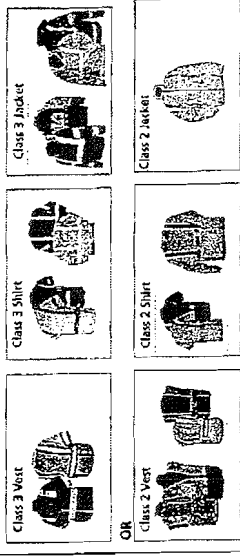
updated April 2015



Choose One
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Choose One



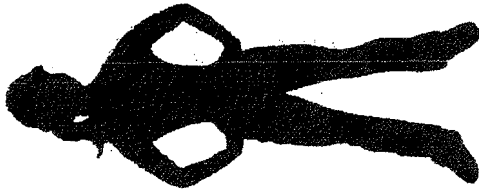
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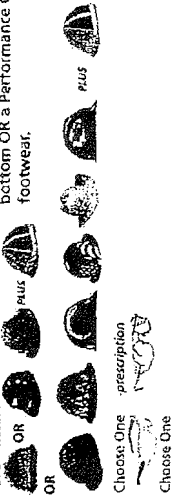
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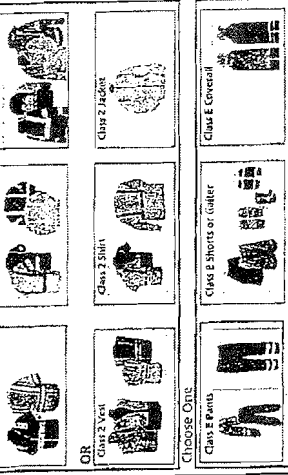
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Choose One
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Choose One



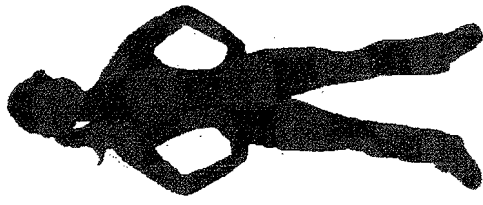
Choose One



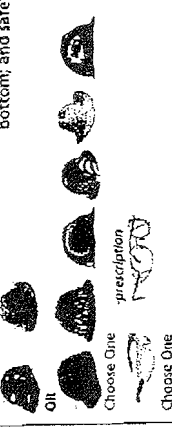
Nighttime Flagger PPE

* PPE is Personal Protective Equipment
* PPE is required in fully enclosed environments
* PPE examples reflect minimum requirements

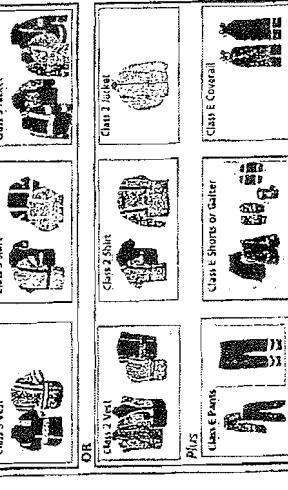
updated April 2015



Choose One
-hard hats may be any color or design



Choose One



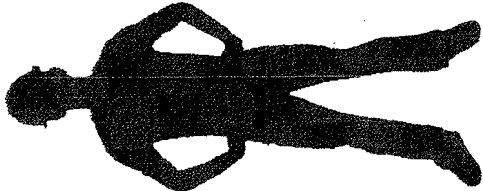
Choose One



Nighttime Worker PPE

* PPE is Personal Protective Equipment
* PPE is required in fully enclosed environments
* PPE examples reflect minimum requirements

updated April 2015

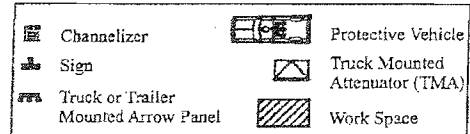


616.8-3a (TA-3a) Shoulder Work on Two Lane Highways without Edgelines - MT

| SPEED | SIGN SPACING (ft.) | | TAPER LENGTH (ft.) | | OPTIONAL BUFFER LENGTH (ft.) (B) | CHANNELIZER SPACING (ft.) | |
|-------|--------------------|-------------|----------------------------|------------------------|----------------------------------|---------------------------|--------------------|
| | Undivided (S) | Divided (S) | Shoulder ¹ (T1) | Lane ² (T2) | | Tapers | Buffer/ Work Areas |
| 0-35 | 200 | - | 70 | - | 250 | 35 | 50 |
| 40-45 | 350 | - | 150 | - | 360 | 40 | 100 |
| 50-55 | 500 | - | 185 | - | 495 | 50 | 100 |
| 60-70 | 1000 | - | 235 | - | 730 | 60 | 100 |

¹ Shoulder taper length based on 10 ft. (standard shoulder width) offset ² Lane taper length based on 12 ft. (standard lane width) offset

| ROADWAY TYPE | SIGN HEIGHT | MAXIMUM WORK ZONE LENGTH (L) |
|-----------------|------------------------|------------------------------|
| URBAN | 1' Portable 7' Post | 1 Mi. |
| RURAL UNDIVIDED | 1' Portable 5' Post | 3 Mi. |



In addition to shoulder work, this typical application is applicable to work beyond shoulder where vehicles and equipment are parked on the shoulder.

A protective vehicle **may** be used while work is in progress. The protective vehicle **may** be equipped with a TMA and/or FAP and positioned at least 150 ft. in advance of the work space.

If encroachment onto driving surface occurs and there is not 10 ft. of driving surface available for the lane of traffic, that traffic lane **shall** be closed. Refer to appropriate lane closure typical applications.

If an arrow panel is used for an operation on the shoulder, the caution mode **shall** be displayed.

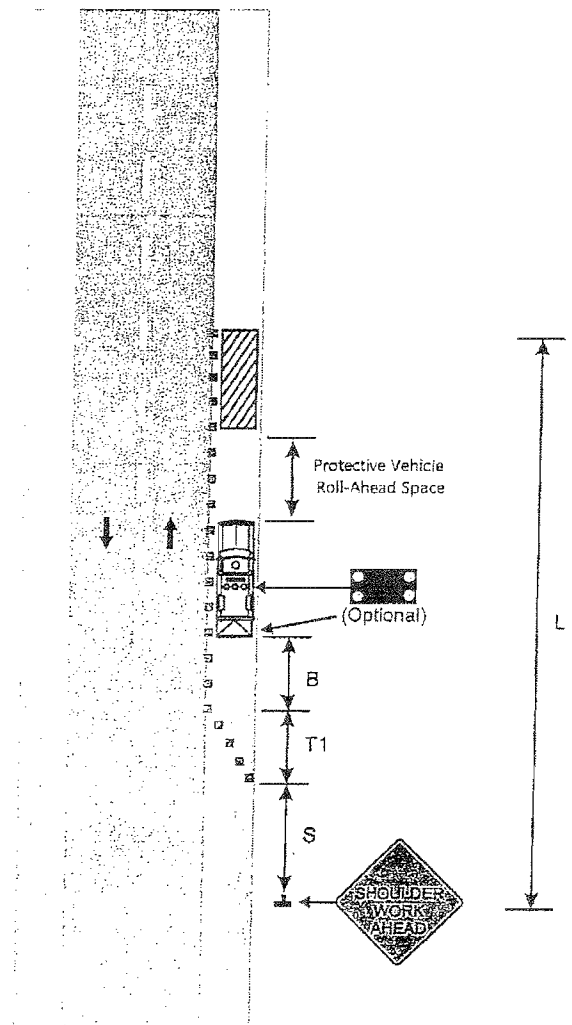
For short duration or mobile operations, signs, channelization devices, and protective vehicles **may** be reduced or eliminated if a work vehicle with activated rotating lights or strobe lights is used. However, if limited sight distance exists, a protective vehicle **should** be used. This protective vehicle **may** be equipped with a TMA and truck mounted flashing arrow panel and positioned at least 150 ft. in advance of the work space or work vehicle, as applicable. If a protective vehicle is used, a vehicle mounted sign **shall** be mounted at a recommended height of 48 in. above the road surface.

For work beyond shoulder, where vehicles and equipment are parked on the shoulder, the protective vehicle **may** be eliminated if a work vehicle with activated rotating lights or strobe lights is used.

Vehicle hazard warning signals **shall** not be used instead of the vehicle's rotating lights or strobe lights.

Additional warning signs **shall** be erected at each intersection with another state highway within the work zone. Upon the discretion of the supervisor, additional warning signs **may** be erected at other intersections within the work zone.

Other appropriate signs **may** be used in lieu of SHOULDER WORK AHEAD sign.





BROOKFIELD ESTATES 2015 CONCRETE REHABILITATION PROJECT

Project Number: N/A

Bid Number: 29-18JUN15

CONSTRUCTION BID REQUEST

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

BOONE COUNTY COMMISSION

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

BOONE COUNTY RESOURCE MANAGEMENT

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

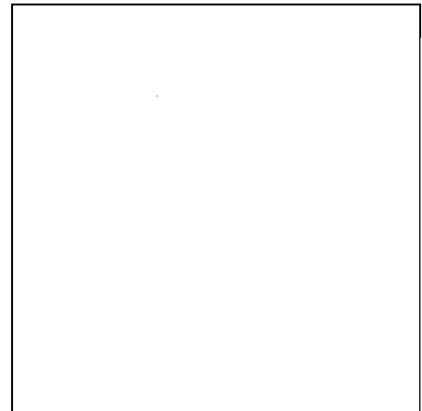
*PROJECT MANAGER

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

BOONE COUNTY PURCHASING

Liz Sanders, Senior Buyer
613 East Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390
E-mail: lsanders@boonecountymo.org

ENGINEER OF RECORD



Daniel P. Haid
Professional Engineer
MO Lic. # PE-2010000825

Boone County Resource Management
MO Engineering Corp. # N/A
801 E. Walnut, Room 315
Columbia, MO 65201
Phone: (573) 886-4480
Fax: (573) 886-4340

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

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

NOTICE TO BIDDERS

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

Project Name:

Brookfield Estates 2015 Concrete Rehabilitation Project

Project Number:

N/A

Bid Number:

29-18JUN15

Scope of Project Construction:

The purpose of this project is rehabilitate and protect the concrete streets in Brookfield Estates Subdivision. Deteriorated concrete pavement will be repaired by either partial or full depth repair as indicated in the attached plan sheets. The concrete pavement adjacent to driveways will be milled to accommodate a smooth transition between the final asphalt surface and the driveways. The streets will then receive a chip seal treatment that will act as a waterproofing layer above the concrete pavement. The chip seal surface will then be topped with a tack coat and a 2" thick asphalt overlay.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **Tuesday, June 9** at **10:00 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 **Tuesday, June 15**. **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 18** 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 18** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

15 Working Days

Liquidated Damages:

\$500 per Working Day

Anticipated Notice To Proceed Date:

On or about July 13, 2015. 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 \$20 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

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



BID FORM

Brookfield Estates 2015 Concrete Rehabilitation Project 29-18JUN15

| Description | Unit | Qty. | Unit Price | Total |
|------------------------------|------|--------|------------|-------|
| Mobilization | LS | 1 | \$ | \$ |
| Traffic Control | LS | 1 | \$ | \$ |
| Restoration | LS | 1 | \$ | \$ |
| Full Depth Repair | SF | 1,588 | \$ | \$ |
| Partial Depth Repair | SF | 302 | \$ | \$ |
| Rock Base, Extra Depth | Ton | 20 | \$ | \$ |
| Surface Milling | SY | 730 | \$ | \$ |
| Chip Seal Interlayer | SY | 15,867 | \$ | \$ |
| Tack Coat, Trackless | SY | 15,867 | \$ | \$ |
| Asphalt, BP-2 (2" Thickness) | Ton | 1,745 | \$ | \$ |
| Total | | | | \$ |

Project Deductions

Enter deduct amount for the below items the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

| ITEM | Deduct from Bid Items | Unit Price Deduct |
|--------|-------------------------------|-------------------|
| R.A.P. | Asphalt, BP-2, (2" Thickness) | \$ |

Optional Asphalt Cement Price Index Provision: Failure of bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index

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

() sole individual () partnership () joint venture
() corporation, incorporated under laws of the state of _____

Dated _____, 20 ____
Name of individual, all partners, or joint
venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employer's Liability and Worker's 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 Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employer's 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 Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL 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; and both on and off the site of work.

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 requiring a thirty (30) day mandatory cancellation notice. 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.

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. General Specifications,
19. Technical Specifications,
20. Special Provisions,
21. State Prevailing Wage Rates,
22. Boone County Standard Terms and Conditions
23. Notice to Proceed,
24. Boone County Roadway Regulations Chapter II,
25. MoDOT Standard Specifications, and
26. 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 and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

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

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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)

Secretary

Title: _____

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: _____

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

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 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.

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.

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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 (P₂O₅) and soluble potash (K₂O), 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 ¼ to ½ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

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

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PRODUCT DESCRIPTION

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

1.3 TRANSPORTATION AND HANDLING

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

1.4 STORAGE AND PROTECTION

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PRE-FINAL INSPECTION

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

1.3 FINAL INSPECTION

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

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

1.4 Application for Final Payment

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

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

3.2 CONSTRUCTION LIMITS

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

3.3 EXISTING SIGNAGE

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

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

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

END OF SECTION

SECTION 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 ² (oz/yd ²) | 135.6 (4.0) |
| Wide Width Tensile Strength, MD | ASTM D4595.86 | kN/m (lbs/in) | 25 min (140) |
| Wide Width Tensile Strength, CD | ASTM D4595.86 | kN/m (lbs/in) | 25 min (140) |
| Wide Width Elongation, MD | ASTM D4595.86 | % | < 5.0 |
| Melting Point | ASTM D276 | °C (°F) | >232 (>450) |
| Asphalt Retention | Tex-616-J | liters/ m ² (gal/yd ²) | 0.453 (0.10) |
| Shrinkage | Tex-616-J | % | 0 |

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

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

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SPECIAL PROVISIONS

ASPHALT CEMENT PRICE INDEX

MoDot – 2004

MEASUREMENT AND PAYMENT

109.15 Asphalt Cement Price Index. Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

109.15.1 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items over 100 tons. The percentage of virgin asphalt as shown in the job mix formula, in accordance with Sec 401.4 and Sec 403.4, will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

109.15.2. Basis of Payment To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E)$$

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = monthly average price at time of bid

109.15.3. The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

109.15.4. Optional This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

SPECIAL PROVISIONS

WARM MIX ASPHALT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The use of Warm Mix Asphalt (WMA) will be allowed on this project. No unit price deduction will be requested or given for its use.

The Work consists of the placement of one or more courses of plant produced warm mix asphalt pavement on a prepared base, or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans and/or described details.

Warm Mix Asphalt is a generic term used to describe the reduction in production, paving, and compaction temperatures achieved through the application of one or more of several WMA technologies. Some modifications to Hot Mix Asphalt (HMA) plants may be necessary to accommodate certain WMA technologies.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. WMA 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. WMA may be produced by one or a combination of several technologies involving HMA plant foaming processes and equipment, mineral additives, or chemicals that allow the reduction of mix production temperatures to be within 185° F to 275° F. (Note: The upper temperature range is appropriate for modified asphalt binders and WMA mixtures which include higher percentages of reclaimed asphalt pavement.)

B. Mix Design

1. Develop and submit a job mix formula for each mixture. Each job mix formula must be capable of being produced, placed, and compacted as specified. Apply all mix design requirements for HMA to the development of the WMA mix design.
2. The mix design shall be in conformance with the WMA technology manufacturer's recommendations.
3. R.A.P./R.A.S. may be used in the production of WMA, maximum percentages should be in conformance with WMA technology manufacturer's recommendations.
4. Submit a written job mix formula for review and approval prior to production. This submittal shall include:
 - a. WMA technology and/or WMA additives information
 - b. WMA technology manufacturer's established recommendations for

- usage.
- c. Maximum percentage of R.A.P. that may be used in mix
- c. WMA technology material safety data sheets (MSDS)
- d. Temperature range for mixing
- e. Temperature range for compacting

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of WMA pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, as well as the following:

A. Equipment

1. Use equipment and WMA technologies capable of producing an asphalt mixture that meet specification requirements and is workable at the minimum placement and compaction temperature desired.
2. Modify the asphalt mixing plant as required by the manufacturer to introduce the WMA technology.

B. Construction

1. It is encouraged, but not required that the contractor produce a test strip using WMA prior to beginning the project. Any deficiencies in the project caused by inexperience with WMA will be corrected at the contractor's expense.
2. Use construction methods as recommended by the WMA technology manufacturer.

END OF SECTION

SPECIAL PROVISIONS

Chip Seal Interlayer

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

A single layer Chip Seal interlayer will be applied for the purpose of providing water resisting protection to the existing concrete pavement. This interlay will be installed prior to the asphalt overlay surface.

- 1.2 All material shall conform to Missouri Standard Specifications for Highway Construction, Division 1000, Materials Details, and specifically as follows:

| <u>Item</u> | <u>Section</u> |
|---|----------------|
| Cationic Rapid Set Emulsion (CRS-2P) | 409 |
| Cover Aggregate (3/8" Limestone or Crushed Gravel) Grade A, B, or C | 1003 |

- 1.3 Contractor shall submit a design for the Chip Seal Interlayer at the Pre-Construction meeting for the Engineer's approval.
- 1.4 The emulsion application rates shall range from 0.30 to 0.4 gallons per square yard.
- 1.5 The aggregate application rate shall be 18 to 22 pounds per square yard.
- 1.6 All aggregate shall be stockpiled on an asphalt or concrete surface, not located in a flood plain.
- 1.7 Sand from the Mississippi River or the Missouri River basin may be used for blotter material, if needed.

PART 2 - EQUIPMENT

The following equipment or its equivalent will be required:

2.1 Distributor: The contractor shall provide a distributor, for heating and applying bituminous materials that meet the requirements of Section 409.4 of Missouri Standard Specifications for Highway Construction. The tachometer shall be readily visible to the operator and have a dial reading registering liters per minute (gallons per minute) passing through the nozzle. The tachometer well shall not be in contact with heating tube. A hose and spray nozzle attachment shall be provided for applying asphalt material to patches and areas inaccessible to the spray bar. The distributor shall be provided with heaters that can be used to bring the asphalt material to the spray application temperature. The distributor shall have a computer controlled application system and be equipped with a bitumeter with a dial gauge registering (feet) meter of travel per minute and shall be visible by the driver.

The distributor shall be provided with a full circulatory system that includes the spray bar.

The distributor shall be cleaned of foreign contaminants before it is used.

2.2 Broom: A mechanical type power broom shall be used for removing loose material from the surface to be treated. The broom shall be equipped with plastic bristles.

2.3 Rollers: A minimum of two oscillating-type pneumatic-tire rollers shall be required to roll aggregate after spreading. The pneumatic-tire rollers shall be self-propelled with smooth-tread pneumatic tires of equal size staggered on the axles at such spacing and overlaps as will provide uniform pressure to seat the cover aggregate into the bituminous material without fracturing the aggregate particles. The pneumatic-tire rollers shall weight from 5 to 8 tons, shall be operated at a speed not to exceed 5 mph, shall have a contact pressure of 60 psi to 80 psi and shall have a total compacting width of not less than 60 inches.

2.4 Aggregate Spreader: The aggregate spreader shall be a self-propelled mechanical spreader, equipped with a computer guided system and positive controls capable of uniformly distributing a 16 foot wide band of aggregate at a prescribed rate in a single-pass operation over the surface to be sealed. The operation of aggregate spreaders at speeds which cause aggregate to 'roll over' after striking the emulsion covered surface will not be permitted. Aggregate spreaders will not be operated on uncovered polymer modified emulsified asphalt. Spreaders shall be calibrated before operation on the project.

2.5 Hauling Equipment: Hauling equipment shall be operated in a prudent manner and at moderate speeds that will not damage the new chip seal or create a hazard to the traveling public. Trucks that transport aggregate shall be legally licensed, in good working condition, and be equipped with the safety devices required by the United States Department of Transportation. All trucks shall be attached to spreader by mechanical means to minimize spillage.

PART 3 – CONSTRUCTION REQUIREMENTS

3.1 Weather Limitations: Polymer modified emulsified asphalt shall not be applied when the pavement or air temperature is below 70°F, nor if the relative humidity is higher than 75%, nor if the wind velocity will prevent the uniform application of the bitumen or aggregate. The chip seal coat shall be applied when the pavement surface is dry, and when the weather is not foggy or rainy. The placing of polymer modified emulsified asphalt preservation chip seal coat will not be allowed before May 1 or after September 30.

3.2 Preparation of Surface: Immediately before applying the polymer modified emulsified asphalt, any loose material, grease, and other petroleum distillates, dirt, clay, or other objectionable organic or inorganic materials shall be removed from the surface to be sealed. Cleaning shall be performed by sweeping, flushing, or other means necessary to remove all objectionable material from the pavement surface. Material removed from the surface shall not be mixed with the cover aggregate. The surface should be clean and dry as approved by the Engineer.

3.2.1 The CONTRACTOR shall be responsible for furnishing and placing masking materials over all sewer, utility, and traffic control device covers and inlet grates located in the roadways to be treated. All such material shall be removed and disposed of after the surfacing material has cured.

3.3 Application of polymer modified emulsified asphalt: The polymer modified emulsified asphalt shall be applied by means of a pressure distributor in a slow, uniform, continuous spread, without missing or overlapping, at a truck speed consistent with the placement of the cover aggregate. Polymer modified emulsified asphalt shall not be applied at a greater distance than can be immediately covered by aggregate before the emulsion breaks or as approved by the Engineer.

3.3.1 The application rate of polymer modified emulsified asphalt for the chip seal shall be within the limits in Section 2. A minimum of 200 gallons of polymer modified emulsified asphalt shall remain in the distributor tank at all times except for the last shot on the project. The emulsion should be uniformly applied through the pressure distributor at a temperature specified by the Engineer between 150°F and 185°F. The temperature used for spraying at a

given spray bar pressure should not be that which causes fogging when the asphalt material leaves the spray bar.

3.3.2 The angle of the spray nozzles and the height of the spray bar shall be set to provide a triple coverage fan pattern. The frame of the distributor shall be blocked or snubbed to the axle of the truck to maintain a constant spray bar height above the road surface during discharge of the load. An alternate method of maintaining constant spray bar height may be approved.

3.3.3 To ensure uniform application of the polymer modified emulsified asphalt at the beginning of each distributor load, a portion of the roadbed surface shall be covered with building paper. The area covered by the building paper shall be used at the starting point for each distributor load or each part of a load after a temporary delay. If the cut-off is not positive on the distributor, the use of paper shall be required at the end of each spread. For the next application, the leading edge of the paper is placed within ½" of the cut off line of the previously laid treatment. The paper shall be removed and disposed of in an approved manner. The distributor shall be moving forward at the proper application speed when the spray bar is opened. A hand spray shall be used apply emulsified asphalt necessary to touch up all spots missed by the distributor.

3.3.4 Any skipped areas or deficiencies shall be corrected. Junctions of spreads shall be carefully made to insure a smooth riding surface. The application of emulsified asphalt on adjacent Portland cement or asphaltic concrete pavements, curbs, bridges, or any areas not specified to be sealed shall be avoided. The CONTRACTOR shall immediately clean up any such spills to the satisfaction of the Engineer.

3.3.5 From 4 to 6 inches of the centerline edge of the initially treated lane shall be left uncovered with aggregate to allow for an overlap of asphalt binder when the remaining half of the surface is treated. The CONTRACTOR will be required to remove the excess material occurring as a result of dual application of product along construction seams.

PART 4 – APPLICATION OF COVER AGGREGATE

4.1 In general, the cover aggregate shall be placed within 30 seconds following the application of the emulsified asphalt. Operations shall not proceed in such a manner that the emulsified asphalt will be allowed to chill, set up, dry or otherwise impair retention of the cover aggregate. The cover aggregate shall be spread by means of a self-propelled mechanical spreader accurately measuring and uniformly spreading the aggregate.

4.2 The quantity of cover aggregate to be used per square yard shall be in accordance with Section 2 depending on the physical properties of the material used. The Engineer shall determine the exact rate. Aggregate shall be dry or surface damp (saturated surface dry – SSD) at the time of application. SSD shall be considered the condition when no visible film of water exists on the aggregate. The moisture content of the aggregate shall not exceed 2% by weight. The Engineer may require that the cover aggregate be moistened with water to enhance cohesive properties of the emulsified asphalt. Spreading shall be accomplished in a continuous manner, without stopping between trucks, and in such manner that the tires of the trucks or aggregate spreader at no time contact the uncovered and newly applied emulsified asphalt. All portions of the surface not covered by mechanical spreaders shall be hand spotted so that the entire surface will be uniformly covered. Light hand brooming may be necessary to distribute excessive aggregate.

4.3 Rolling: Rolling shall begin immediately behind the spreader and shall consist of at least two complete coverages with the pneumatic-tire roller. Initial rolling shall consist of one complete coverage and shall begin immediately behind the spreader. Initial rolling shall be completed within 15 minutes of the time that the aggregate was spread. Asphaltic emulsion and aggregate shall not be

spread more than 1,000 feet ahead of completion of initial rolling operations. The second roller shall be used for the second complete coverage to smooth and adequately seat the aggregate. All rolling shall be completed the same day as the cover aggregate is applied. Rolling shall proceed in a longitudinal direction, beginning at the outer edges of the treated surface and working toward the center. Each pass by the roller shall overlap the previous pass by one-half the width of the front wheels.

4.4 Brooming: The CONTRACTOR will be responsible for sweeping all loose aggregate after the embedded aggregate has set. Sweepings should be disposed of off-site.

4.5 Corrections: Any skips or missed areas will be corrected by the contractor at no additional cost to the County. The County will notify the Contractor of these missed areas promptly completion of the planned work.

PART 5 – TRAFFIC CONTROL

5.1 Traffic Control and Safety: No traffic shall be permitted on the seal coat until all rolling has been completed. The Contractor shall control traffic for at least two hours after the completion of rolling. The CONTRACTOR'S supply trucks shall observe these traffic controls.

5.2 The beginning and end of the work zones shall have the following signs posted: 'Flagger Ahead', 'Fresh Oil', and 'Road Construction Ahead'. All side streets shall have 'Road Construction Ahead' signs placed as directed by the Engineer and all signs shall conform to Section 1041 Construction Signs. All signs shall be installed on permanent holding frames, one foot above the ground and shall remain in place at each job site until all sweeping operations are complete. Signs shall be safely installed so not to block vehicle or pedestrian line of sight and shall be resistant to wind gusts.

5.3 In accordance with Section 616 flaggers equipped with 2-way hand-held radios shall assist traffic through the project in a manner that provides safety for the traveling public, workmen, and equipment while imposing minimal interruption of the work. When applying chip seal to arterial roads and intersection, lanes shall be coned off for safety and traffic control during daylight hours.

5.4 Safety precautions shall be used at all times during progress of the work. Workmen shall be equipped as required by the Manual on Uniform Traffic Control Devices.

PART 6 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

6.1 Chip Seal Interlayer shall be paid for by the square yard. Unless deviations from plans or errors are observed, planned quantities will be used and no actual measurement will be taken of completed work.

6.2 A copy of all tickets for material and oil shall be given to the County for proper accountability and billing procedures.

SPECIAL PROVISIONS

PARTIAL DEPTH REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Partial Depth Repair (PDR) will be performed on deteriorated parts of the existing concrete pavement. The purpose of these PDRs is to remove loose debris from areas the most significantly affected by deterioration and replacement high quality material prior to the rest of the road treatments performed as part of this project. PDRs for this project will be based on the guidelines given in the following document:

FHWA Publication No. FHWA-HIF-14-014 Concrete Pavement Preservation Guide, Second Edition (CPPG).

CPPG is available for free download from the National Concrete Pavement Technology Center at <http://www.cptechcenter.org/>

It is understood that CPPG does not recommend the use of PDRs for permanent repairs of pavements with material related distresses such as D-Cracking. PDRs for this project are serving a different purpose than those intended in CPPG.

Except where specifically contradicted by this specification, the guidelines of CPPG will serve as the requirements of construction of the PDR. The engineer may allow deviations from the CPPG or this specification to accommodate field conditions.

PART 2 – CONSTRUCTION REQUIREMENT

2.1 County Personnel will mark limits of PDR

2.2 PDR should be performed to a depth of 3" from existing surface

2.3. PDR may be performed by Chip-and-Patch or Mill-and-Patch methods as described in CPPG.

2.4 Repair Area Preparation shall be performed as described in CPPG, except that sandblasting is not required.

2.5 Joint Preparation shall be performed as described in CPPG, unless flexible type (Hot mix asphalt included) is used for repair material.

2.6 Bonding Agent Application shall be performed as described in CPPG.

2.6 Repair Material Placement shall be performed as described in CPPG. Surface of repair material should be textured to aid in the bonding with subsequent surface treatments. Poured material shall be consolidated as described in CPPG. Hot mix asphalt shall be compacted with hand tamper, roller, or plate compactor.

2.8 Curing material shall be applied to repair material that requires it.

2.9 Diamond Grinding of PDR as described in CPPG is not required.

2.10 Contractor is responsible for clean up of all debris from roadway associated with PDR work

PART 3 – MATERIALS

3.1 Any of the materials allowed in the CPPG for PDR may be used for this project, as well as hot mix asphalt

3.2 The contractor will provide material certifications for the materials used for PDR at the time of the Pre-Construction meeting

3.3 Bonding Agent material and curing material shall be compatible with repair material and planned surface treatments

PART 4 – TRAFFIC CONTROL

4.1 No traffic shall be allowed on the PDR until material has gained sufficient strength or cooled so as not to be damaged by traffic or cause damage to vehicles

4.2 Repairs may need to be performed one lane at a time to keep roads open to traffic.

4.3 The beginning and end of the work zones shall have the following signs posted: 'Flagger Ahead' and 'Road Construction Ahead'. All side streets shall have 'Road Construction Ahead' signs placed as directed by the Engineer and all signs shall conform to Section 1041 Construction Signs. All signs shall be installed on permanent holding frames, one foot above the ground and shall remain in place at each job site until all sweeping operations are complete. Signs shall be safely installed so not to block vehicle or pedestrian line of sight and shall be resistant to wind gusts.

4.4 In accordance with Section 616 flaggers equipped with 2-way hand-held radios shall assist traffic through the project in a manner that provides safety for the traveling public, workmen, and equipment while imposing minimal interruption of the work. When applying chip seal to arterial roads and intersection, lanes shall be coned off for safety and traffic control during daylight hours.

4.5 Safety precautions shall be used at all times during progress of the work. Workmen shall be equipped as required by the Manual on Uniform Traffic Control Devices.

PART 6 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

6.1 Partial Depth Repair shall be paid for by the square foot.

6.2 Planned quantities are based on an 18" typical width of repair. Final quantities will be based on this planned width. No additional payment will be made for additional width unless prior approval from County personnel was given.

6.3 Final quantities will be measured in the field.

SPECIAL PROVISIONS

Miscellaneous

1. 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.
2. R.A.P. may be incorporated into HMA/WMA at a maximum rate of 20%. However, at it's option, Boone County may elect not to use R.A.P. for a particular project.
3. Vibratory Screed: Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract (RCC and asphalt surface). Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
4. Erosion control blanket and other erosion control practices have not been incorporated into this plan, but may be beneficial in expediting disturbed area stabilization and in the establishment of grass cover. The contractor may use such products at their discretion. No additional payment will be made for such items.
5. Contractor shall submit to the County material sampling and testing reports taken at the plant on days in which asphalt products for County projects are being produced..
6. 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.
7. Section 01780 (PROJECT CLOSEOUT) may or may not apply due to the short timeline of the project. The closeout phase will be explained by the Chief Construction Inspector during the Pre-Bid Meeting and/or during the Pre-Construction meeting.
8. The asphalt overlay will be performed in a single lift.
9. Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental to those items.
10. Contractor shall be responsible for maintenance of roadway (grading surface, adding temporary rock, snow removal, etc.) within the limits of this project area from the Notice to Proceed date until the project is completed. Roadway shall remain passable to local traffic at all times.
11. Full Depth Repair shall be performed in accordance with detail (Concrete Panel Replacement Detail) attached to this document. Contractor to supply mix design to County at Pre-Construction meeting. All items required in said detail shall be incidental to Full Depth Replacement, including removal of existing material, except that Rock Base, Extra Depth and removal of material to perform extra depth repair will be paid by Rock Base, Extra Depth item.
12. Rock Base, Extra Depth is not anticipated to be used however it has been included as a possible pay item in the event it is needed. Removal of existing material necessary to perform Rock Base, Extra Depth is incidental to Rock Base, Extra Depth item.
13. All concrete used as part of this contract must use only MoDOT approved coarse aggregate (STATE ROCK).

14. 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.

15. Tack Coat, Trackless – This item will be used to pay for tack coat used prior to the asphalt overlay. The bidder should not include the cost of tack coat in the asphalt overlay bid item. Material used shall be NTQS-1HH (Trackless Tack) or approved equal. Material shall be applied per manufacturer's recommendations. Application rate shall be per manufacturer's recommendation.

16. An area of 'Alternate' work is shown on the construction plans. At it's option, the County may or may not have the contractor perform the work in this area. The quantities shown in the bid tab include all items both inside and out of the 'Alternate' area. County will determine the extent of the work at time of construction. Payment will be made on actual quantity of work performed. No change in unit price will occur due to County's choice of performing or not performing work in 'Alternate' area.

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.

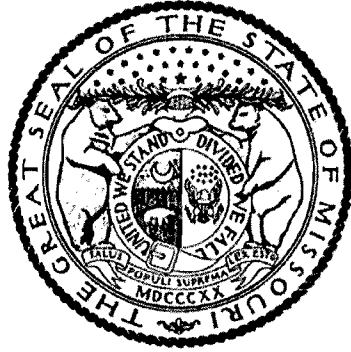
WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 010
BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE | ** Date of Increase | * | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|---|---------------------|---|--------------------|--------------------|------------------|-----------------------|
| Asbestos Worker (H & F) Insulator | 10/14 | | \$32.06 | 55 | 60 | \$20.71 |
| Boilermaker | 6/14 | | \$33.36 | 57 | 7 | \$27.95 |
| Bricklayer and Stone Mason | | | \$28.30 | 59 | 7 | \$15.93 |
| Carpenter | 6/14 | | \$24.36 | 60 | 15 | \$15.05 |
| Cement Mason | 6/14 | | \$26.33 | 9 | 3 | \$11.50 |
| Communication Technician | | | \$31.04 | 28 | 7 | \$12.52 + 13% |
| Electrician (Inside Wireman) | | | \$31.04 | 28 | 7 | \$12.52 + 13% |
| Electrician (Outside-Line Construction/Lineman) | 9/14 | | \$41.08 | 43 | 45 | \$5.00 + 36.5% |
| Lineman Operator | 9/14 | | \$35.46 | 43 | 45 | \$5.00 + 36.5% |
| Groundman | 9/14 | | \$27.42 | 43 | 45 | \$5.00 + 36.5% |
| Elevator Constructor | | a | \$43.715 | 26 | 54 | \$26.755 |
| Glazier | | c | \$32.78 | 87 | 31 | \$21.13 + 13.2% |
| Ironworker | 8/14 | | \$28.01 | 11 | 8 | \$23.09 |
| Laborer (Building): | | | | | | |
| General | | | \$21.06 | 42 | 44 | \$12.49 |
| First Semi-Skilled | | | \$23.06 | 42 | 44 | \$12.49 |
| Second Semi-Skilled | | | \$22.06 | 42 | 44 | \$12.49 |
| Lather | | | USE CARPENTER RATE | | | |
| Linoleum Layer and Cutter | 6/14 | | \$24.24 | 60 | 15 | \$15.05 |
| Marble Mason | 6/14 | | \$21.55 | 124 | 74 | \$12.79 |
| Marble Finisher | | | | | | |
| Millwright | 6/14 | | \$25.36 | 60 | 15 | \$15.05 |
| Operating Engineer | | | | | | |
| Group I | 6/14 | | \$27.81 | 86 | 66 | \$23.75 |
| Group II | 6/14 | | \$27.81 | 86 | 66 | \$23.75 |
| Group III | 6/14 | | \$26.56 | 86 | 66 | \$23.75 |
| Group III-A | 6/14 | | \$27.81 | 86 | 66 | \$23.75 |
| Group IV | 6/14 | | \$25.58 | 86 | 66 | \$23.75 |
| Group V | 6/14 | | \$28.51 | 86 | 66 | \$23.75 |
| Painter | 6/14 | | \$22.00 | 18 | 7 | \$11.77 |
| Pile Driver | 6/14 | | \$25.36 | 60 | 15 | \$15.05 |
| Pipe Fitter | 7/14 | b | \$35.75 | 91 | 69 | \$26.68 |
| Plasterer | 6/14 | | \$24.94 | 94 | 5 | \$11.55 |
| Plumber | 7/14 | b | \$35.75 | 91 | 69 | \$26.68 |
| Roofer \ Waterproofer | 9/14 | | \$29.30 | 12 | 4 | \$14.55 |
| Sheet Metal Worker | 7/14 | | \$30.76 | 40 | 23 | \$15.47 |
| Sprinkler Fitter - Fire Protection | 6/14 | | \$31.75 | 33 | 19 | \$18.90 |
| Terrazzo Worker | 6/14 | | \$28.73 | 124 | 74 | \$14.38 |
| Terrazzo Finisher | | | | | | |
| Tile Setter | 6/14 | | \$21.55 | 124 | 74 | \$12.79 |
| Tile Finisher | | | | | | |
| Traffic Control Service Driver | | | \$26.415 | 22 | 55 | \$9.045 |
| Truck Driver-Teamster | | | | | | |
| Group I | 6/14 | | \$25.30 | 101 | 5 | \$10.70 |
| Group II | 6/14 | | \$25.95 | 101 | 5 | \$10.70 |
| Group III | 6/14 | | \$25.45 | 101 | 5 | \$10.70 |
| Group IV | 6/14 | | \$25.95 | 101 | 5 | \$10.70 |

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

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

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

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

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

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

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

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

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

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

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

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

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

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

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

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

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

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

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

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

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

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

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

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

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

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

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

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

BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

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

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

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

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

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

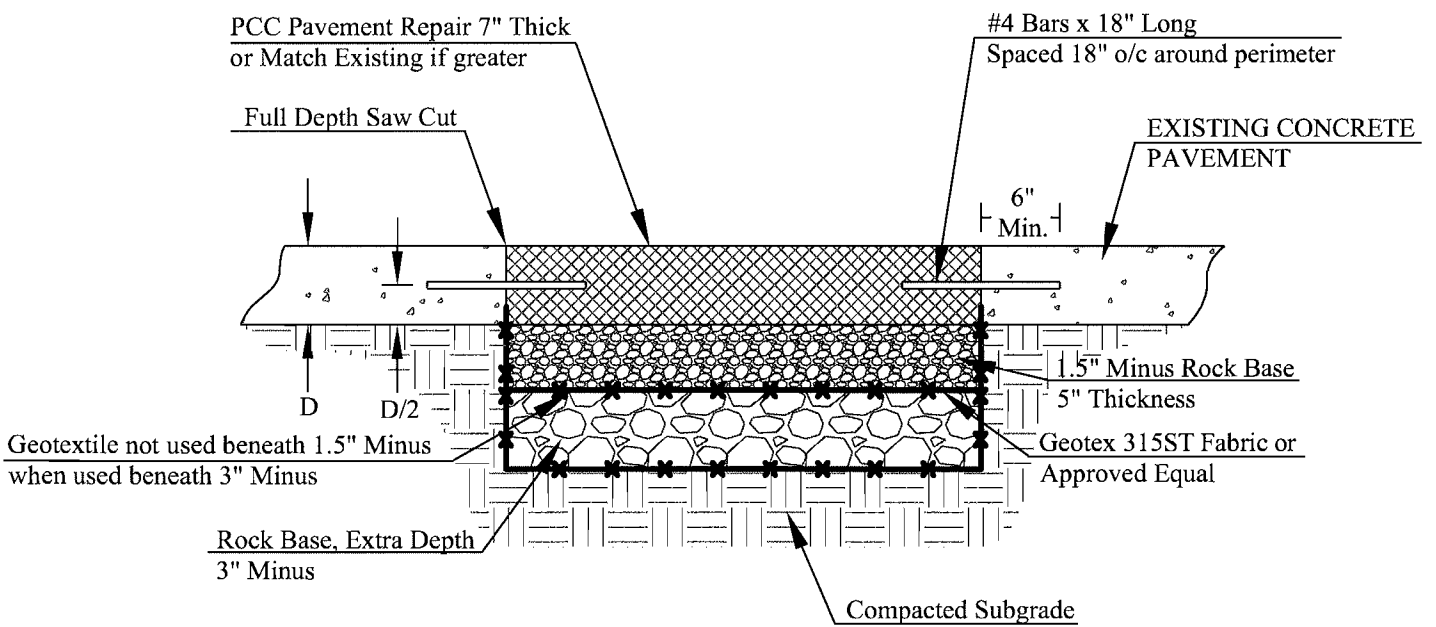
1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the 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

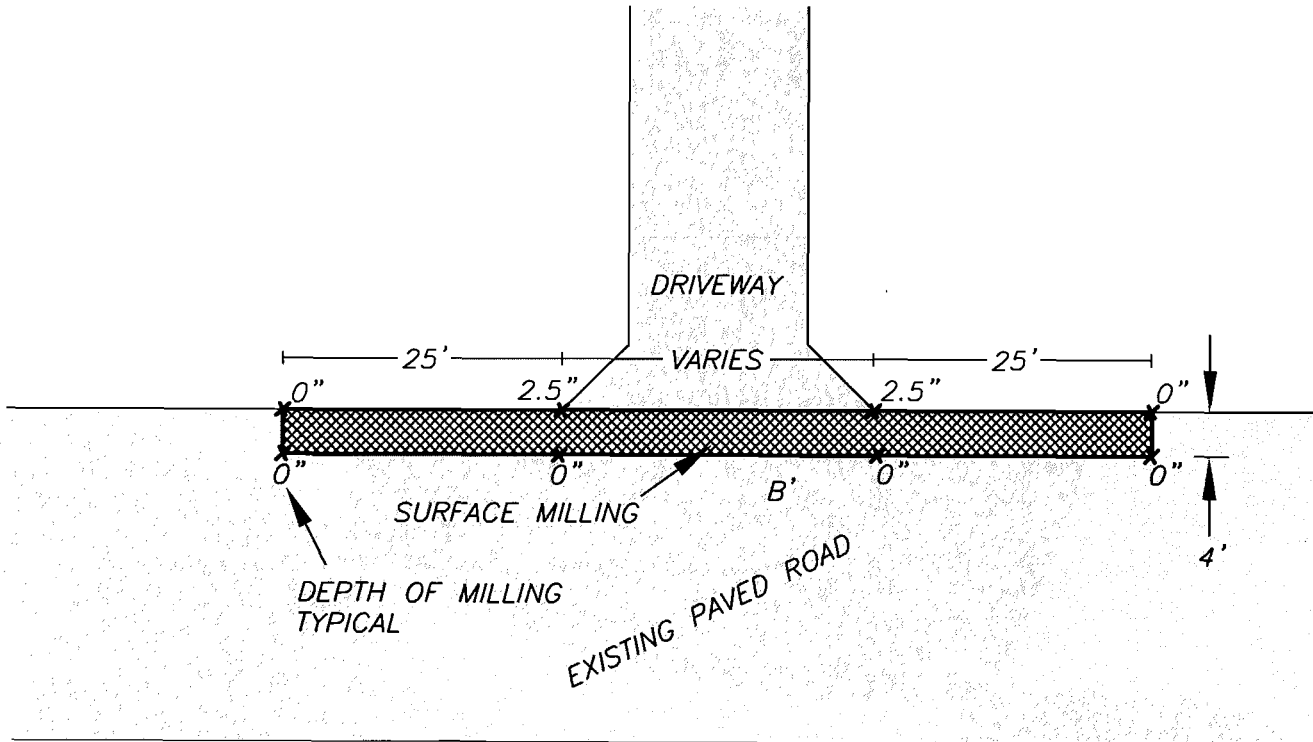
PROJECT PLANS AND/OR DETAILS

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.



CONCRETE PANEL REPLACEMENT DETAIL

NOT TO SCALE

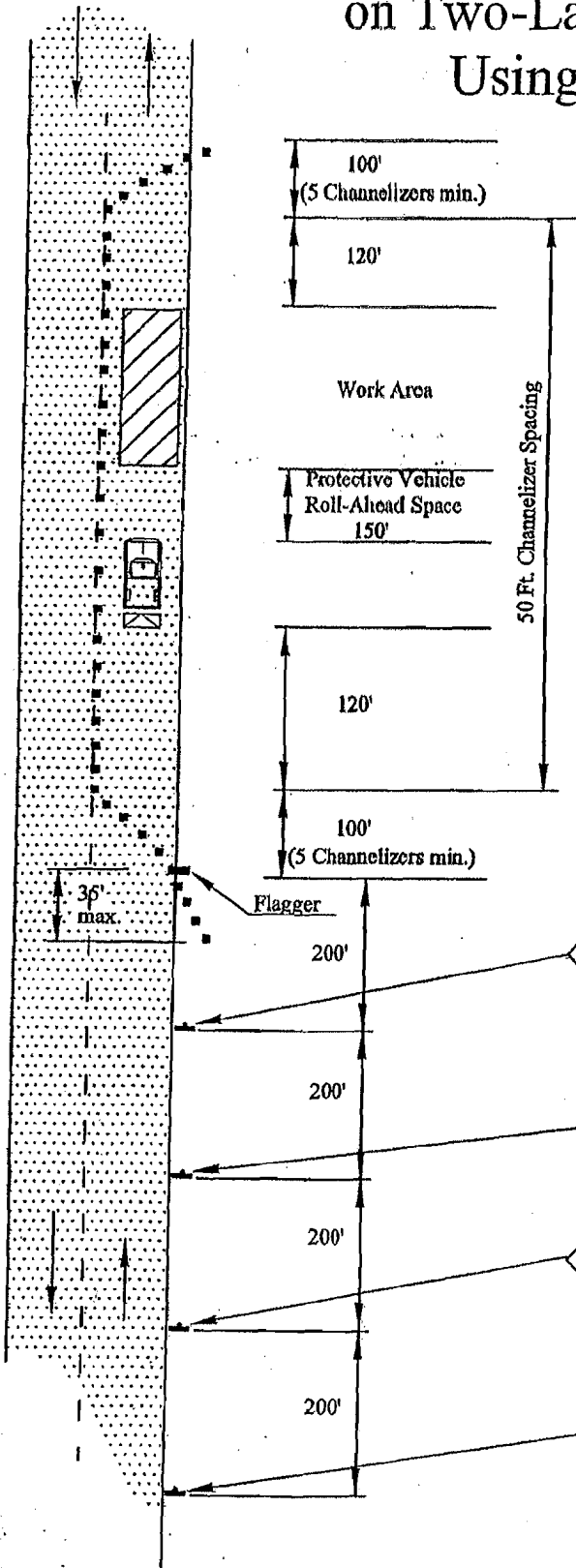


NOTES:

1. COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO DRIVEWAY. ANY DAMAGE TO DRIVEWAY WILL BE RESPONSIBILITY OF CONTRACTOR TO REPAIR TO SATISFACTION OF PROPERTY OWNER. WHILE NOT REQUIRED, CONTRACTOR MAY SAW VERTICALLY AT DRIVEWAY JOINT TO AVOID DAMAGE TO DRIVEWAY. NO ADDITIONAL PAYMENT WILL BE MADE FOR SUCH SAWING.
2. MILLING DEPTH TRANSITIONS SHALL BE SMOOTH AND EVEN.
3. VERTICAL FACE OF DRIVEWAY SHALL BE COATED WITH TACK OIL PRIOR TO OVERLAY
4. FINAL OVERLAY SURFACE SHALL BE SLIGHTLY HIGHER THAN DRIVEWAY (~ 1/4") TO PROMOTE POSITIVE DRAINAGE FROM ROADWAY. IF GEOMETRY OF DRIVEWAY WILL NOT ACCOMMODATE THIS, CONTRACTOR SHALL NOTIFY COUNTY PERSONNEL
5. LENGTHS OF TRANSITIONS ARE FOR TYPICAL SITUATION, IF DRIVEWAY GEOMETRY WILL NOT ACCOMMODATE THIS, CONTRACTOR SHALL NOTIFY COUNTY PERSONNEL
6. CARE SHOULD BE EXERCISED TO AVOID OVERSPRAY OF TACK OIL ONTO DRIVEWAY. ANY OVERSPRAY SHOULD BE REMOVED BY CONTRACTOR TO SATISFACTION OF PROPERTY OWNER.

SURFACE MILLING, DRIVEWAY APPROACH DETAIL
NOT TO SCALE

Low Volume Lane Closure on Two-Lane Highway Using Flaggers



Notes:

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

See MUTCD and MODoT Regulations for additional applicable details, notes, and definitions.

Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602

| |
|---------------------|
| PROJECT No: |
| DATE: 3/22/10 |
| SCALE: Not to Scale |
| DESIGN BY: A D |
| DRAWN BY: TC |
| CHECKED BY: |
| SHEET 1 OF 1 |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

July

20

15

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Sheriff's Department to establish January – May 2015 Internet Crimes Task Force revenue and expenditures.

| Department | Account | Department Name | Account Name | Decrease \$ | Increase \$ |
|------------|---------|----------------------------|---------------------------|-------------|-------------|
| 1253 | 23016 | Internet Crimes Task Force | Magnetic Media | | 200 |
| 1253 | 37200 | Internet Crimes Task Force | Seminars, Conf. Meetings | | 995 |
| 1253 | 37210 | Internet Crimes Task Force | Training, Schools | | 5,290 |
| 1253 | 37220 | Internet Crimes Task Force | Travel | | 1,174 |
| 1253 | 37230 | Internet Crimes Task Force | Meals, Lodging | | 1,686 |
| 1253 | 48002 | Internet Crimes Task Force | Data Charges | | 213 |
| 1253 | 70050 | Internet Crimes Task Force | Software Service Contract | | 3,530 |
| 1253 | 71100 | Internet Crimes Task Force | Outside Services | | 41 |
| 1253 | 10100 | Internet Crimes Task Force | Salaries & Benefits | | 50,371 |
| 1253 | 3451 | Internet Crimes Task Force | State Reimb. Grant | | 63,500 |
| | | | | | 127,000 |

Done this 28th day of July, 2015.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
 Karen M. Miller

District I Commissioner

Janet M. Thompson
 Janet M. Thompson

District II Commissioner

| | | | |
|----------------|--|----------------------|-------------------|
| Year | <u>2015</u> | Estimated Revenue | _____ |
| Dept | <u>1253 INTERNET CRIMES TASK FORCE</u> | Revisions | _____ |
| Acct | <u>3451 STATE REIMB-GRANT/PROGRAM/OTHR</u> | Original + Revisions | _____ |
| Fund | <u>100 GENERAL FUND</u> | Revenues | <u>63,374.89</u> |
| Class/Account | <u>A ACCOUNT</u> | Actual To Date | <u>63,374.89</u> |
| Account Type | <u>R REVENUE</u> | Remaining Balance | <u>63,374.89-</u> |
| Normal Balance | <u>C CREDIT</u> | | |

Revenues by Period

| | | | |
|----------|-------------------|-----------|-------|
| January | <u>70,326.62-</u> | July | _____ |
| February | _____ | August | _____ |
| March | <u>8,683.98</u> | September | _____ |
| April | <u>29,327.66</u> | October | _____ |
| May | <u>66,638.13</u> | November | _____ |
| June | <u>29,051.74</u> | December | _____ |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

| | | | |
|----------------|---------------------------------|------------------------|---------|
| Year | 2015 | Original Appropriation | |
| Dept | 1253 INTERNET CRIMES TASK FORCE | Revisions | |
| Acct | 37200 SEMINARS/CONFEREN/MEETING | Original, +, Revisions | |
| Fund | 100 GENERAL FUND | Expenditures | 995.00 |
| | | Encumbrances | |
| Class/Account | A ACCOUNT | Actual To Date | 995.00 |
| Account Type | E EXPENSE | Remaining Balance | 995.00- |
| Normal Balance | D DEBIT | Shadow Balance | 995.00- |

Expenditures by Period

| | | | |
|----------|--------|-----------|-------|
| January | _____ | July | _____ |
| February | _____ | August | _____ |
| March | _____ | September | _____ |
| April | _____ | October | _____ |
| May | 995.00 | November | _____ |
| June | _____ | December | _____ |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

| | | | |
|----------------|--|------------------------|------------------|
| Year | 2015 | Original Appropriation | _____ |
| Dept | 1253 INTERNET CRIMES TASK FORCE | Revisions | _____ |
| Acct | 37210 TRAINING/SCHOOLS | Original + Revisions | _____ |
| Fund | 100 GENERAL FUND | Expenditures | 5,290.00 |
| | | Encumbrances | _____ |
| Class/Account | A ACCOUNT | Actual To Date | 5,290.00 |
| Account Type | E EXPENSE | Remaining Balance | 5,290.00- |
| Normal Balance | D DEBIT | Shadow Balance | 5,290.00- |

Expenditures by Period

| | | | |
|-----------------|-----------------|------------------|---------------|
| January | _____ | July | 695.00 |
| February | _____ | August | _____ |
| March | _____ | September | _____ |
| April | 4,595.00 | October | _____ |
| May | _____ | November | _____ |
| June | _____ | December | _____ |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

| | | | |
|----------------|---|------------------------|------------------|
| Year | <u>2015</u> | Original Appropriation | |
| Dept | <u>1253 INTERNET CRIMES TASK FORCE</u> | Revisions | |
| Acct | <u>37230 MEALS & LODGING-TRAINING</u> | Original + Revisions | |
| Fund | <u>100 GENERAL FUND</u> | Expenditures | <u>1,685.22</u> |
| | | Encumbrances | |
| Class/Account | <u>A ACCOUNT</u> | Actual To Date | <u>1,685.22</u> |
| Account Type | <u>E EXPENSE</u> | Remaining Balance | <u>1,685.22-</u> |
| Normal Balance | <u>D DEBIT</u> | Shadow Balance | <u>1,685.22-</u> |

Expenditures by Period

| | | | |
|----------|---------------|-----------|---------------|
| January | | July | <u>349.44</u> |
| February | | August | |
| March | | September | |
| April | <u>508.38</u> | October | |
| May | <u>707.93</u> | November | |
| June | <u>119.47</u> | December | |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

| | | | |
|----------------|--|------------------------|----------------|
| Year | <u>2015</u> | Original Appropriation | _____ |
| Dept | <u>1253 INTERNET CRIMES TASK FORCE</u> | Revisions | _____ |
| Acct | <u>48002 DATA COMMUNICATIONS</u> | Original + Revisions | _____ |
| Fund | <u>100 GENERAL FUND</u> | Expenditures | <u>162.40</u> |
| | | Encumbrances | _____ |
| Class/Account | <u>A ACCOUNT</u> | Actual To Date | <u>162.40</u> |
| Account Type | <u>E EXPENSE</u> | Remaining Balance | <u>162.40-</u> |
| Normal Balance | <u>D DEBIT</u> | Shadow Balance | <u>162.40-</u> |

Expenditures by Period

| | | | |
|----------|---------------|-----------|-------|
| January | _____ | July | _____ |
| February | _____ | August | _____ |
| March | <u>40.60</u> | September | _____ |
| April | _____ | October | _____ |
| May | <u>121.80</u> | November | _____ |
| June | _____ | December | _____ |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

All payments have not been made.

| | | | |
|----------------|--|------------------------|------------------|
| Year | <u>2015</u> | Original Appropriation | _____ |
| Dept | <u>1253 INTERNET CRIMES TASK FORCE</u> | Revisions | _____ |
| Acct | <u>70050 SOFTWARE SERVICE CONTRACT</u> | Original, + Revisions | _____ |
| Fund | <u>100 GENERAL FUND</u> | Expenditures | <u>2,399.43</u> |
| | | Encumbrances | _____ |
| Class/Account | <u>A ACCOUNT</u> | Actual To Date | <u>2,399.43</u> |
| Account Type | <u>E EXPENSE</u> | Remaining Balance | <u>2,399.43-</u> |
| Normal Balance | <u>D DEBIT</u> | Shadow Balance | <u>2,399.43-</u> |

Expenditures by Period

| | | | |
|----------|-----------------|-----------|---------------|
| January | _____ | July | <u>514.48</u> |
| February | _____ | August | _____ |
| March | <u>12.00</u> | September | _____ |
| April | <u>12.00</u> | October | _____ |
| May | <u>1,860.95</u> | November | _____ |
| June | _____ | December | _____ |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

~~MISSING APPROVAL~~

Payment in process for FTK License

Year, 2015
 Dept, 1253 INTERNET CRIMES TASK FORCE
 Acct, 71100 OUTSIDE SERVICES
 Fund, 100 GENERAL FUND

Original Appropriation _____
 Revisions _____
 Original + Revisions _____
 Expenditures 771.75
 Encumbrances _____
 Actual To Date 771.75
 Remaining Balance 771.75-
 Shadow Balance 771.75-

Class/Account, A ACCOUNT
 Account Type, E EXPENSE
 Normal Balance, D DEBIT

Expenditures by Period

January _____
 February _____
 March 12.00
 April _____
 May _____
 June 719.40

July _____
 August _____
 September _____
 October _____
 November _____
 December _____

40.35 ✓

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

28th

day of

July

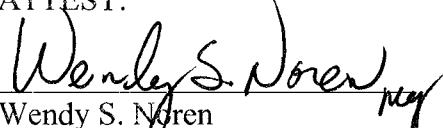
20 15

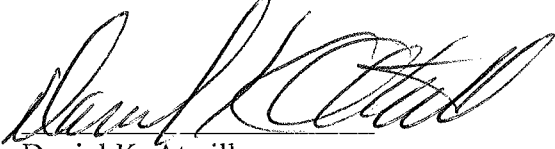
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application by the Boone County Juvenile Office offered by the Missouri Juvenile Justice Association for Teen Court.


Done this 28th day of July, 2015.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



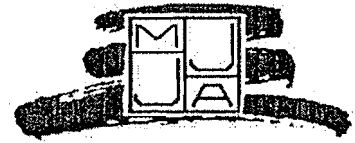
Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner



Missouri Juvenile Justice Association

DISPROPORTIONATE MINORITY CONTACT *DIVERSION STRATEGIES*

CONTRACTUAL FUNDING APPLICATION

SEND TO: SETH@MJJA.ORG

APPLICANT INFORMATION

Circuit/County: 13th Circuit-Boone County

Agency: Boone County Juvenile Office

Person
Submitting
Proposal: Alison Houston

Email Address: alison.houston@courts.mo.gov

Date: 7/15/15

INSTRUCTIONS/REQUIREMENTS

Please provide a brief description of the following:

1. **Statement of the Problem.** (*Over Representation of Youth of Color Where and Why?*)
2. **Goal/Objective.** (*What do you plan to do about the current problem?*)
3. **Strategy/Program.** (*How will you achieve your goals and objectives?*)
4. **Program Evaluation.** (*How will you assess your programs accomplishments?*)
5. **Cost/Budget Justification.** (*Cost and short budget summary of expenses and income.*)

STATEMENT OF THE PROBLEM

Description:

Please see attached document.

The Missouri Juvenile Justice Association (MJJA) is a statewide, not for profit 501 (c) (3) organization whose mission is dedicated to promoting justice for children, youth and families within Missouri. Funds are made available for this project through the Missouri Department of Public Safety and the Missouri Juvenile Justice Advisory Group from funding provided by the U.S Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

GOALS/OBJECTIVES

Description of Goals/Objectives:
Please see attached document.

Expected Outcomes:

STRATEGY/PROGRAM

Description of Strategy/Program:
Please see attached document.

Will it specifically address DMG:

Partial

Mostly

Entirely

PROGRAM EVALUATION

Description:
Please see attached document.

Evaluation Period:

Bi-Monthly

Quarterly

Bi-Annually

Annually

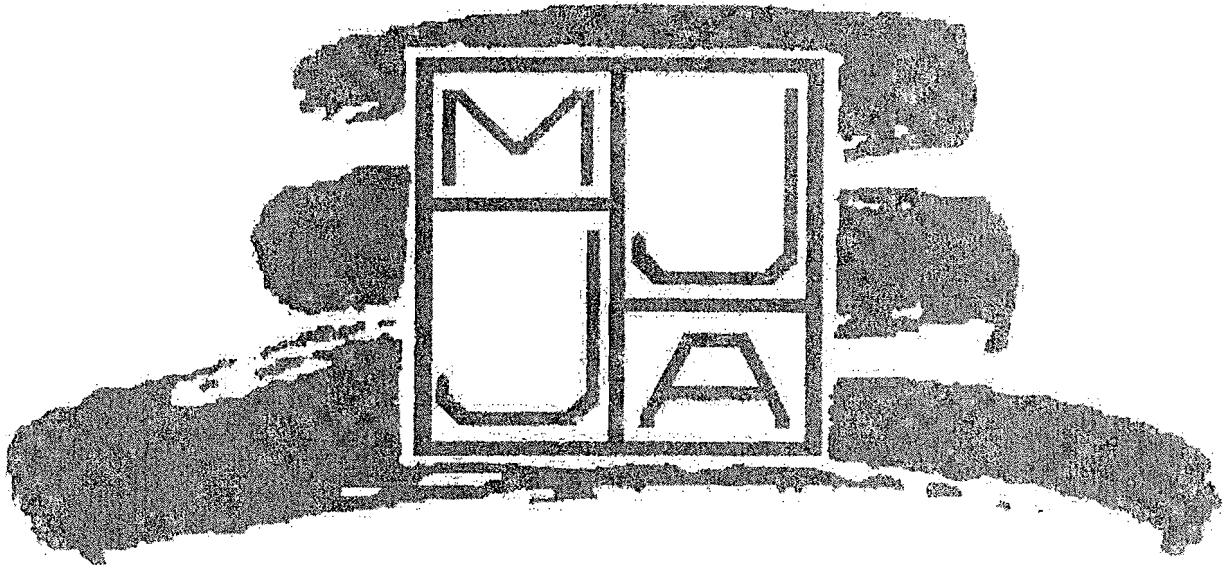
BUDGET JUSTIFICATION/AMOUNT APPLYING FOR

Description of Budget Justification:
Please see attached document.

Amount Requested:

Detailed Description of How Funds Will Be Spent:

The Missouri Juvenile Justice Association (MJJA) is a statewide, not for profit 501 (c) (9) organization whose mission is dedicated to promoting justice for children, youth and families within Missouri. Funds are made available for this project through the Missouri Department of Public Safety and the Missouri Juvenile Justice Advisory Group from funding provided by the U.S Department of Justice, Office of Juvenile Justice and Delinquency Prevention.



The Missouri Juvenile Justice Association (MJJA) is a statewide, not for profit 501(c)(3) organization whose mission is dedicated to promoting justice for children, youth and families within Missouri. Funds are made available for this project through the Missouri Department of Public Safety and the Missouri Juvenile Justice Advisory Group from funding provided by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

Missouri Juvenile Justice Association

Disproportionate Minority Contact-Diversion Strategies Contractual Funding Application

State of the Problem

Description:

In a report from August 2013, completed by the Office of the State Courts Administrator, African-American youth are almost six times more likely to be referred to the Juvenile Justice System in Boone County Missouri. The Thirteenth Judicial Circuit Court is committed to reducing the Disproportionate Minority Contact of youth in our community. The Boone County Juvenile Office, Columbia Public School District, Boone County Sheriff's Department, and Columbia Police Department have signed a Memorandum of Understanding, to establish a cooperative relationship among the agencies in the handling of juveniles alleged to have committed a delinquent act in which the school may have disciplinary power. In 2014 the Columbia Public School District and the Thirteenth Judicial Circuit Court partnered in implementing Teen Court in two Columbia Public Schools. Teen Court is a diversion program that offers students that have committed an offense in their school another option to receiving a consequence for their actions without being referred to the Juvenile Justice System.

Goals/Objectives

Description of Goals/Objectives:

In the 2014-2015 academic year, eleven students participated in Teen Court, and all eleven that participated in the program were African-American. Our goal is to continue to divert youth from the Juvenile Justice System, which will reduce the over-representation of minorities being referred to the Juvenile Justice System. Along with diverting youth from the Juvenile Justice System, we want Teen Court to act as positive peer pressure to help build a stronger community within the schools, and ensure students take accountability for their actions.

Expected Outcomes:

Teen Court has been implemented to divert youth from being referred to the Juvenile Justice System. We look to continue to develop and improve the program, so we can continue to reduce the number of students being referred to the Boone County Juvenile Office.

Description of Strategy/Program:

The Columbia Public School District and the Thirteenth Judicial Circuit Court have partnered in the implementation of Teen Court in two middle schools. We currently have Teen Court at West Middle School and Lange Middle School in Columbia, Missouri. Teen Court is offered to students who meet eligibility for the program, and that admit to committing to the offense. The student that committed the offense appears in front of a panel of students from the Peer Ambassadors class at their school. The Peer Ambassadors class is a leadership class made of students that have been chosen to represent their school. The panel assigns the student consequences for the offense committed. The student is typically assigned to complete community service work hours and apology letters. If the student successfully completes their consequences they will not be referred to the Boone County Juvenile Office.

Will it specifically address DMC: Mostly

Program Evaluation

Description:

I have developed an evaluation for the student that appears in Teen Court, and their parent to complete in regards to their experience in Teen Court. We have received positive remarks from parents whose children participated in Teen Court. One parent advised me, and the Principal of West Middle School, Dr. Connie Dewey, that she appreciated the chance for her daughter to participate in Teen Court instead of being referred to the Juvenile Office.

Evaluation Period: Annually

Budget Justification/Amount Applying For

Description of Budget Justification:

The 7 Habits of a Highly Effective Teen Workbook:40 workbooks @ \$3.43 each=\$137.20
Binders: 40 binders. 4 pack for \$10.99 x 10=\$109.90
Transportation for 2 field trips: \$450.00
Substitute teacher for 2 field trips: \$303.76
Card stock/printing for certificates for Teen Court participants and Peer Ambassadors: \$5.00

Amount Requested: \$1,005.86

Detailed Description of How Funds Will Be Spent:

The requested funds will be utilized to train and educate the Peer Ambassadors from West Middle School and Lange Middle School. The Peer Ambassadors are the individuals who make up the Teen Court panel. We plan to take one field trip to Hardin Middle School in St. Charles, Missouri, so the Peer Ambassadors can observe and talk with the students of their Teen Court. We plan to also take the Peer Ambassadors to the Boone County Courthouse to tour the Courthouse, and to speak with Judge Leslie Schneider and Commissioner Sara Miller. The teachers of the Peer Ambassadors classes will accompany the classes on the field trips, therefore they will need substitute teachers for their other classes. The binders are for the Peer Ambassadors to organize the work they do in the Peer Ambassadors class. We will print certificates for the students that successfully complete Teen Court, and for the students in the Peer Ambassadors class.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 28th day of July 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Extension of Depository Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 28th day of July, 2015.

ATTEST:

Wendy S. Noren
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 OF DEPOSITORY AGREEMENT

THIS AGREEMENT made and entered into effective the 1st day of September, 2015, by and between The County of Boone, State of Missouri (hereinafter referred to as "The County") and Central Bank of Boone County, f/k/a Boone County National Bank (hereinafter referred to as "The Bank"):

WHEREAS, The County and The Bank have an existing Depository Agreement dated effective September 1, 2011, which expires on August 31, 2015, (hereinafter the "2011 Agreement") approved in Boone County Commission Order 140-2012; and

WHEREAS, the County Treasurer has resigned and The County desires to extend the existing Depository Agreement until such time as a successor Treasurer is appointed by the Governor so that the new Treasurer's input can be obtained and incorporated into the depository rebidding process; and

WHEREAS, The County and The Bank desire to extend the existing 2011 Agreement through September 30, 2015, on mutually agreeable terms and conditions; and


WHEREAS, the extended agreement would be on the same terms and conditions as the 2011 Agreement except as specifically modified herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The 2011 Agreement is incorporated herein by reference as if fully set forth herein, including but not limited to, all contract documents, proposal responses from The Bank, exhibits and cost schedules.
2. The parties agree to continue to perform their respective duties and obligations under the 2011 Agreement through a new expiration date of September 30, 2015.
3. The Bank's services will be provided under the same terms and conditions of the 2011 Agreement except as modified in this Extension of Depository Agreement.

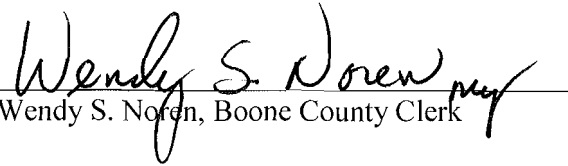
IN WITNESS WHEREOF, this Extension of Depository Agreement, is hereby executed in the name of The County by the Presiding Commissioner of the Boone County Commission, duly authorized pursuant to the Commission Order attached hereto, and in the name of The Bank by the officer duly authorized by the Board of Directors, as of the day and year indicated below.

COUNTY OF BOONE, MISSOURI



Daniel K. Atwill, Presiding Commissioner

Dated: 7-28-15

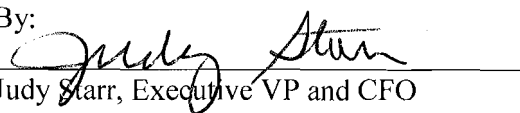
ATTEST:


Wendy S. Noren, Boone County Clerk

Approved as to Legal Form:


C.J. Dykhouse, County Counselor

CENTRAL BANK OF BOONE COUNTY

By: 
Judy Starr, Executive VP and CFO

Dated: 6/24/15

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

28th

day of July

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Conference Room 301 by the Department of Mental Health for September 9, 2015 from 9:00 a.m. to 2:00 p.m.

Done this 28th day of July, 2015.

ATTEST:

Wendy S. Noren
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



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Department of Mental Health

Address: 1706 E. Elm St.

City: Jefferson City State: MO ZIP Code: 65101

Phone (573) 751-7249 Website: _____

Individual Requesting Use: Melanie Bullard, RD, LD Position in Organization: Dietetic Services Coordinator

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: DMH Dietetic Services Quarterly Meeting

Description of Use (ex. Speaker, meeting, reception): Business Meeting

Date(s) of Use: 09/09/2015 Wednesday

Start Time of Setup: 9:00 a.m. AM/PM Start Time of Event: 10:00 a.m. AM/PM

End Time of Event: 2:00 p.m. AM/PM End Time of Cleanup: 2:00 p.m. AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or name including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Melanie Bullard, RD, LD Dietetic Services Coordinator

Phone Number: 573-751-7249 Date of Application: 07/20/2015

Email Address: Melanie.bullard@dmh.mo.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:
Wendy S. Dorer
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 7-28-15

Updated 7/17/12

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

28th

day of

July

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Peoples' Visioning for August 28 and September 9, 2015 from 4:30 p.m. to 10:20 p.m.

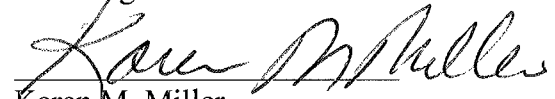
Done this 28th day of July, 2015.

ATTEST:

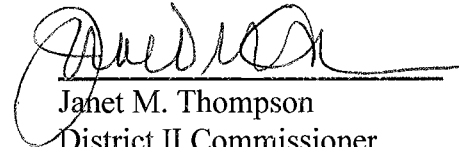
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Peoples' Visioning

Address: 2808 Greenbriar Dr.

City: Columbia State: MO ZIP Code: 65203

Phone: 573-443-4717 Website: NA

Individual Requesting Use: Monta Welch Position in Organization: Director

Facility requested: **Chambers*** Room 301 Room 311 Room 332 Centralia Clinic

Event: Move On followed by Peoples' Visioning meetings with short documentary on food, finance, government, etc...

Description of Use (ex. Speaker, meeting, reception): Meetings, film and discussion Meeting

Date(s) of Use: 7/27/15, 7/29/15, 8/28/15, and 9/9/15

Start Time of Setup: 4:30 PM AM/PM Start Time of Event: 6:30 PM AM/PM

End Time of Event: 10 PM AM/PM End Time of Cleanup: 10:20PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Monta Welch, Director

Phone Number: 573-443-4717 Date of Application: 7/16/15

Email Address: mntwelch1@gmail.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noew
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 7-28-15

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 28th day of July 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Mid-Missouri Peaceworks for August 6, 2015 from 9:00 a.m. to 11:00 a.m.

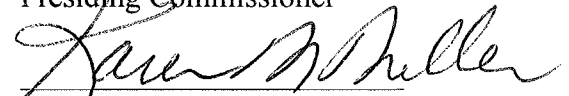
Done this 28th day of July, 2015.

ATTEST:


Wendy S. Noren
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



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Hiroshima-Nagasaki 70th Anniversary Panel

Description of Use (ex. Speaker, meeting, reception): A panel of speakers will address nuclear weapons concerns

Date(s) of Use: August 6, 2015

Start Time of Setup: 9 a.m. AM/PM Start Time of Event: 9:30 a.m. AM/PM

End Time of Event: 10:45 a.m. AM/PM End Time of Cleanup: 11 a.m. AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Phone Number: 573-875-0539 Date of Application: July 27, 2015

Email Address: mail@midmopeaceworks.org

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 7-28-15