

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

27th

day of

June

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Samuel and Chelsea Otten to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 18 acres, more or less, located at 8151 and 8001 N Ballew Rd., Hallsville.

Done this 27th day of June, 2017.

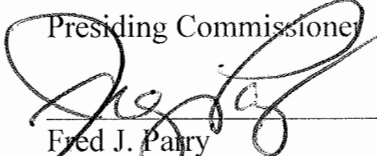
ATTEST:

  
Art Auer

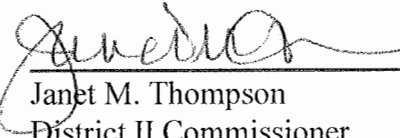
Interim Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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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 request by T-Vine Enterprises Inc. to approve a Final Development Plan for Settlers Ridge located at 8000 N. Rte. B.

Done this 27th day of June, 2017.

ATTEST:

Art Auer  
Art Auer  
Interim Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry

Fred J. Parry  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

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17

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:

- Rangeline Estates Plat 1A. S13-T47N-R12W. A-2. J Alan Investments LLC, owner. David W. Borden, surveyor.
- Hagan's Ridge Plat 2. S13-T46N-R12W. A-2. Bryan and Leslie Crump, owners. Steven R. Proctor, surveyor.
- Anderson Country 151. S10-T51N-R11W. R-S. Country Land LLC, owner. Donald E Bormann, surveyor.

Done this 27th day of June, 2017.

ATTEST:



Art Auer

Interim Clerk of the County Commission


Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
District II Commissioner

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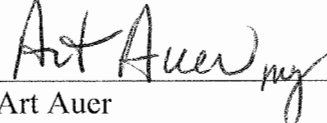
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 24-25MAY17 – Boone County Hill Creek Road Bridge to Gene Haile Excavating, Inc. of California, MO.

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

Done this 27th day of June, 2017

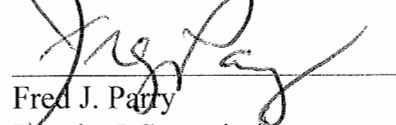
ATTEST:

  
Art Auer

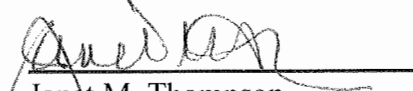
Interim Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

Phil Fichter  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: June 19, 2017  
RE: 24-25MAY17-Boone County Hill Creek Road Bridge

24-25MAY17-Boone County Hill Creek Road Bridge opened on May 25, 2017. Two (2) bids were received. Resource Management recommends award by low bid to Gene Haile Excavating, Inc. of California Missouri.

Cost of the contract is \$456,755.40. There will be a 10% contingency of \$45,675.54 added for a Purchase Order total of \$502,430.94 which will be paid from department 2041 – Infrastructure Preservation and Rehab – Resource Management Design and Construction, account 71202 – Contractor Costs. The engineer's estimate was \$484,216.30.

att: Bid Tab

cc: Jeff McCann, Resource Management  
Bid File

24-25 MAY 17 - Boone County Hill Creek Road Bridge

BID TABULATION				ENGINEER'S ESTIMATE		Gene Haile Excavating, Inc.		Boone Construction Co		AVERAGE BID	
Line	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Roadway Items by Contractor</b>											
1	Clearing and Grubbing	ACRE	1.16	\$6,300.00	\$7,308.00	\$2,500.00	\$2,900.00	\$3,500.00	\$4,060.00		\$3,480.00
2	Removal of Improvements	L.S.	1	XXXXXXXX	\$3,200.00	XXXXXXXX	\$2,000.00	XXXXXXXX	\$1,000.00	XXXXXXXX	\$1,500.00
3	Embankment	C.Y.	346	\$15.00	\$5,190.00	\$15.00	\$5,190.00	\$30.00	\$10,380.00		\$7,785.00
4	Excavation	C.Y.	1,075	\$11.30	\$12,147.50	\$12.00	\$12,900.00	\$10.00	\$10,750.00		\$11,825.00
5	Compaction Testing	L.S.	1	XXXXXXXX	\$3,700.00	XXXXXXXX	\$5,000.00	XXXXXXXX	\$3,000.00	XXXXXXXX	\$4,000.00
6	10" Aggregate Base - Type 1	S.Y.	1,666	\$12.00	\$19,992.00	\$11.00	\$18,326.00	\$13.00	\$21,658.00		\$19,992.00
7	3" Surface Course (BP-2) Bituminous Pavement	S.Y.	1,780	\$13.20	\$23,496.00	\$21.00	\$37,380.00	\$16.75	\$29,815.00		\$33,597.50
8	4" Base Course Bituminous Pavement	S.Y.	1,780	\$18.00	\$32,040.00	\$14.00	\$24,920.00	\$13.00	\$23,140.00		\$24,030.00
9	Type A Railing	L.F.	75	\$25.00	\$1,875.00	\$22.00	\$1,650.00	\$20.00	\$1,500.00		\$1,575.00
10	Guardrail Transition Section	EA	4	\$1,000.00	\$4,000.00	\$470.00	\$1,880.00	\$425.00	\$1,700.00		\$1,790.00
11	End Anchor Terminal Section	EA	4	\$1,700.00	\$6,800.00	\$910.00	\$3,640.00	\$825.00	\$3,300.00		\$3,470.00
12	Fence	L.F.	81	\$12.00	\$972.00	\$15.00	\$1,215.00	\$20.00	\$1,620.00		\$1,417.50
13	Temporary Fence	L.F.	189	\$9.00	\$1,701.00	\$15.00	\$2,835.00	\$2.00	\$378.00		\$1,606.50
14	Traffic Control	L.S.	1	XXXXXXXX	\$2,500.00	XXXXXXXX	\$1,750.00	XXXXXXXX	\$200.00	XXXXXXXX	\$975.00
15	Mobilization	L.S.	1	XXXXXXXX	\$29,500.00	XXXXXXXX	\$25,854.00	XXXXXXXX	\$39,000.00	XXXXXXXX	\$32,427.00
16	Temporary Centerline Markers	EA	21	\$140.00	\$2,940.00	\$5.00	\$105.00	\$5.00	\$105.00		\$105.00
17	Restoration (Seeding)	L.S.	1	XXXXXXXX	\$4,600.00	XXXXXXXX	\$5,500.00	XXXXXXXX	\$2,500.00	XXXXXXXX	\$4,000.00
18	Erosion Control	L.S.	1	XXXXXXXX	\$3,600.00	XXXXXXXX	\$5,000.00	XXXXXXXX	\$2,000.00	XXXXXXXX	\$3,500.00
19	Mechanically Stabilized Fill	L.S.	1	XXXXXXXX	\$31,000.00	XXXXXXXX	\$26,800.00	XXXXXXXX	\$17,000.00	XXXXXXXX	\$21,900.00
20	Construction Staking	L.S.	1	XXXXXXXX	\$4,000.00	XXXXXXXX	\$6,000.00	XXXXXXXX	\$3,000.00	XXXXXXXX	\$4,500.00
<b>Subtotal Roadway Items</b>					<b>\$200,561.50</b>		<b>\$190,845.00</b>		<b>\$176,106.00</b>		<b>\$183,475.50</b>
<b>Bridge Items by Contractor</b>											
21	Excavation for Structure	L.S.	1	XXXXXXXX	\$10,000.00	XXXXXXXX	\$5,000.00	XXXXXXXX	\$15,000.00	XXXXXXXX	\$10,000.00
22	Removal of Existing Bridge	L.S.	1	XXXXXXXX	\$15,000.00	XXXXXXXX	\$6,500.00	XXXXXXXX	\$15,000.00	XXXXXXXX	\$10,750.00
23	Class B-1 Sub-Structure Concrete	C.Y.	71	\$705.00	\$50,055.00	\$600.00	\$42,600.00	\$800.00	\$56,800.00		\$49,700.00
24	MoDOT Type 2 Rock Blanket & Placing Type II Rock Blanket	C.Y.	665	\$45.00	\$29,925.00	\$44.00	\$29,260.00	\$43.00	\$28,595.00		\$28,927.50
25	HP 10x42 Piling Galvanized	L.F.	414	\$65.00	\$26,910.00	\$75.00	\$31,050.00	\$72.00	\$29,808.00		\$30,429.00
26	Pile Points	EACH	18	\$110.00	\$1,980.00	\$105.00	\$1,890.00	\$90.00	\$1,620.00		\$1,755.00
27	Reinforcing Steel	LBS	9,952	\$1.15	\$11,444.80	\$1.20	\$11,942.40	\$1.00	\$9,952.00		\$10,947.20
28	Pre-Fabricated Super-Structure (Span 1-2)	L.S.	1	XXXXXXXX	\$34,000.00	XXXXXXXX	\$32,300.00	XXXXXXXX	\$30,000.00	XXXXXXXX	\$31,150.00
29	Pre-Fabricated Super-Structure (Span 2-3)	L.S.	1	XXXXXXXX	\$54,000.00	XXXXXXXX	\$55,600.00	XXXXXXXX	\$51,000.00	XXXXXXXX	\$53,300.00
30	Pre-Fabricated Super-Structure (Span 3-4)	L.S.	1	XXXXXXXX	\$34,000.00	XXXXXXXX	\$32,300.00	XXXXXXXX	\$29,500.00	XXXXXXXX	\$30,900.00
31	SL-1 Rail On Bridge	L.F.	188	\$55.00	\$10,340.00	\$61.00	\$11,468.00	\$56.00	\$10,528.00		\$10,998.00
32	Plain Neoprene Bearing Pads	EACH	6	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$945.00	\$5,670.00		\$5,835.00
<b>Subtotal Bridge Items</b>					<b>\$283,654.80</b>		<b>\$265,910.40</b>		<b>\$283,473.00</b>		<b>\$274,691.70</b>
<b>Bid Total (Roadway Items + Bridge Items)</b>					<b>\$484,216.30</b>		<b>\$456,755.40</b>		<b>\$459,579.00</b>		<b>\$458,167.20</b>
Bid Response							Y		Y		
Work Authorization Certification							Y		Y		
Statement of Bidders Qualifications							Y		Y		
Anti-Collusion Statement							Y		Y		
Bid Bond							Y		Y		
Signature and Identity of Bidder							Y		Y		
Bidders Acknowledgment							Y		Y		

289-2017

**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 **Gene Haile Excavating, 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 24-25 MAY17- Boone County Hill Creek Road Bridge**

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

<b><u>Description</u></b>	<b><u>Price</u></b>
<b>24-25 MAY17-Boone County Hill Creek Road Bridge</b>	<b>\$456,755.40</b>
<b>TOTAL</b>	<b>\$456,755.40</b>

The contract award for Boone County's **Boone County Hill Creek Road Bridge** is to be in the amount of **\$456,755.40**.

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

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

Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #23  
Boone County Standard Terms and Conditions  
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: **\$456,755.40**

**Four Hundred Fifty-Six Thousand, Seven Hundred Fifty-Five Dollars and Forty Cents (\$456,755.40).**

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 6-27-17  
at Columbia, Missouri. (Date)

CONTRACTOR:  
**Gene Haile Excavating, Inc.**

By: Gene Haile  
Authorized Representative Signature

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

By: Gene Haile  
Authorized Representative Printed Name

Title: President

Approved as to Legal Form:

ATTEST:

[Signature]  
Boone County Counselor

Art Auer  
ART AUER, INTERIM 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.)

June E. Pitchford  
Signature by [Signature]

6/21/17  
Date

2041 / 71202 - \$456,755.40

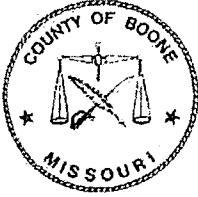
Appropriation Account

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

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

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





**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 24-25 MAY 17**  
**Boone County Hill Creek Road Bridge**

**ADDENDUM #1 - Issued May 12, 2017**

This addendum is issued in accordance with the Request for Bid Notice to Bidders 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. Specifications Cover Page:

Replace the Project Manager contact information with the following:

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


2. Bid Form – Itemized Proposal Page 4:

Remove Page 4 of the Itemized Proposal and replace it with the attached Page 4 to eliminate the duplicate line item 27 for Reinforcing Steel.

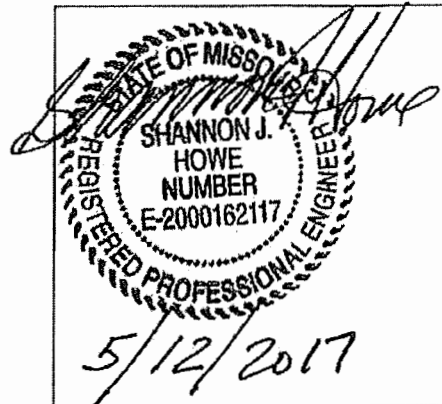
3. Job Special Provisions – Item K – Material Certification and Testing:

Remove the entire third paragraph and replace it with the following:

The Contractor shall provide quality control testing for the cast-in-place concrete bridge sub-structure. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Owner's Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be incidental to the Class B-1 Sub-Structure Concrete item on the Bid Form. Slump, air, and temperature shall be tested once for each pour on each abutment and intermediate bent. Sampling procedures shall follow AASHTO T 141. Slump test shall be in accordance with AASHTO T119, and Air Entrainment shall be tested in accordance with AASHTO T 152. Compressive strength tests shall be conducted in accordance with ASTM C1231 and T22. One (1) set of three (3) cylinders minimum shall be taken for each pour on each abutment and intermediate bent. Test results of the 7 day and 28 day breaks shall be submitted to Boone County within 24 hours of breaking the cylinders.

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Shannon J. Howe, P.E., S.E.  
Professional Engineer  
MO Lic. # PE-2000162117  
  
Howe Company, LLC  
MO Engineering Corp. # 2014014993  
1119 S Missouri St, Ste A  
Macon, Missouri 63552  
Phone: 660-395-4693  
Fax: 660-395-4694



OFFEROR has examined copy of Addendum #1 to Request for Bid # 24-25 May 17 – Boone County Hill Creek Road Bridge, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

ITEMIZED PROPOSAL

BRIDGE ITEMS BY CONTRACTOR

BASE BID ITEMS							
LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
28	MoDOT 712/JSP		Pre-Fabricated Super-structure (Span 1-2)	L.S.	1	XXXXXXXXXXXX	_____
29	MoDOT 712/JSP		Pre-Fabricated Super-structure (Span 2-3)	L.S.	1	XXXXXXXXXXXX	_____
30	MoDOT 712/JSP		Pre-Fabricated Super-structure (Span 3-4)	L.S.	1	XXXXXXXXXXXX	_____
31	MoDOT 713		SL-1 Rail On Bridge	L.F.	188	_____	_____
32	MoDOT 716.10		Plain Neoprene Bearing Pads	EACH	6	_____	_____
Sub-Total Bridge Items =							_____
TOTAL CONTRACTOR BID =							=====

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>
May 12, 2017	#1

COMPANY NAME: Gene Haite Excavating, Inc  
ADDRESS: 31571 Old Eighty Seven  
CITY, STATE, ZIP: California, Missouri 65018  
PHONE NUMBER: 573-796-3513  
EMAIL ADDRESS: earthmover325@yahoo.com  
AUTHORIZED REPRESENTATIVE: Gene Haite  
TITLE: President  
SIGNATURE: Gene Haite

Prompt Payment Terms: Paid Monthly as Billed  
Will you accept automated clearinghouse (ACH) for payment of invoices? NO

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

Frech Paving Company  
James H. Drew Corporation

## 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 Bidder should be sure to complete the following forms and shall 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: Boone County Hill Creek Road Bridge

Project No.: Bid Number: 24-25 May 17

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

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

### SECTION I

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

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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 must be included with Bidder's *Bid Response*. 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: Gene Haile Excavating, Inc  
By: *Gene Haile*  
(Signature)  
Gene Haile  
(Print or Type Name)  
Title: President  
Address: 31571 Old Eighty Seven  
City, State, Zip: California, MO 65018  
Phone: 573-796-3513  
Fax: 573-796-5006  
Email Address: earthmover325@yahoo.com  
Date: May 25, 2017



**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

(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.

Gene Haile, President

Name and Title of Authorized Representative

Gene Haile

Signature

May 25, 2017

Date

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

County of Moniteau )  
State of Missouri )ss

My name is Lois Haile

I am an authorized agent of Gene Haile Excavating, Inc. (Bidder).

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

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

*Lois Haile*      *5/24/17*  
Affiant      Date

Lois Haile  
Printed Name

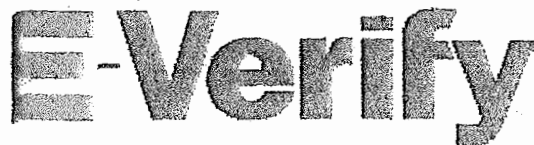
Subscribed and sworn to before me this 24 day of May, 2017.

BECKY LYNN WOOD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Moniteau  
My Commission Expires 12/20/2020  
Commission # 16999089

*Becky Lynn Wood*  
Notary Public

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

An Affirmative Action/Equal Opportunity Institution



**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 Gene Hoile Excavating, 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: 186532

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 Gene Halle Excavating, Inc.

Lois Halle

Department of Homeland Security -- Verification Division

USCIS Verification Division

## 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: Gene Haile Excavating, Inc.
2. Business Address: 31571 Old Eighty Seven  
California, MO 65018
3. When Organized: 1984
4. When Incorporated: 12/27/94
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:  
23 years
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: 85%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
\* See attached sheet \*
12. List of projects currently in progress: MODOT Bridge Callaway County, MO,  
Carroll County Box Culvert Bridge 13800051, City of Columbia  
Ridgemont Sewer

\* Attach additional sheets as necessary \*

**GENE HAILE EXCAVATING, INC.**

31571 Old Eighty Seven  
California, MO. 65018  
Phone # 573-796-3571  
Fax # 573-796-5006

**Statement of Bidder's Qualifications**

11. List of contracts completed within the last four years, including value of each:

Pettis County Bridge No. 04300091 BRO-B080 (32)

Construction of 50' long single span Precast Concrete Beams bridge

Owner: Pettis County Commission

Address: 415 S. Ohio, Suite 212 Sedalia, MO 65301

Phone: 660-826-5000

Engineer: Shafer, Kline & Warren, Inc.

Engineer Contact: Mike Stein

Address: 11250 Corporate Avenue Lenexa, KS

Phone: 913-888-7800

Completion Date: April 2017

Contract Amount: \$ 226,067.00 75% completed by our work force

Carroll County Bridge 26400091

Removal of existing bridge & construction of new double barrel reinforced concrete box culvert and all appurtenances.

Each cell 16 foot wide x 13 foot tall x 109.90 foot long.

Owner: Carroll County, Missouri

Engineer: Howe Company

Engineer Contact: Aaron Lukefahr

Address: 1119 S. Missouri, Suite A Macon, MO 63552

Phone: 660-395-4693

Completion Date: December 2016

Contract Amount: \$ 249,811.19 90% completed by our work force

MODOT Job J5S3030 Route AA Morgan County 160520-D02

Replacement of 2 box culverts over Indian Creek total length 0.215 miles

Owner: MODOT

Contact: Christopher Graham

Address:

Phone: 573-526-0362

Completion Date: September 2016

Contact Amount: \$ 432,358.14 80% completed by our work force

**Statement of Bidder's Qualifications**

11. List of contracts completed within the last four years, including value of each.  
Continued...

Willa Lane Water Line Improvements

3,169 LF Water main, Valves & Steel Casing Bores  
 Owner: City of Windsor, Missouri  
 Contact: Lance Tucker, Public Works Director  
 Engineer: HDR Engineering, Inc.  
 Engineer Contact: Jennifer Gaffney  
 Address: 3741 NE Troon Drive Lee's Summit, MO 64064-1988  
 Phone # 660-647-3512  
 Completion Date: March 2016  
 Contract Amount \$ 243,204.98      100% completed by our work force

Water Systems Improvements Distribution System

43,250 LF Watermain, Valves, & Steel Casing Bores  
 Owner: Moniteau Co Public Water Supply District #2  
 Engineer: MECO Engineering Co.  
 Address: 2701 Industrial Dr., Jefferson City, MO. 65109  
 Contact: Jerry Lane  
 Phone # 573-893-5558  
 Completion Date: August 2015  
 Contract Amount \$ 734,500.00      100% completed by our work force

2015 Sanitary Sewer Upgrade

2897 LF Gravity Sewer, Manhole Installation & Service Connections  
 Owner: City of California, Missouri  
 Engineer: Bartlett & West  
 Address: 1719 Southridge Dr. #100 Jefferson City, MO 65109  
 Contact: Gary Davis  
 Phone # 573-634-3181  
 Completion Date: September 2015  
 Contract Amount \$ 634,150.94      80% completed by our work force

Harrisonville Horizontal Boring 1" water service lines

Horizontal Boring 510 Feet 1" water service lines  
 Owner: Lehman Construction, LLC—California, MO  
 Contact: Brett Hall  
 Phone 573-796-8101  
 Completion Date: March 2015  
 Contract Amount: \$ 8,987.50

2013 Sanitary Sewer Renewals

4185 LF 8" Sewer & Manholes & Steel Casing bores  
 Owner: City of Fulton  
 Address: 18 East Fourth St., Fulton, Mo. 65251  
 Phone # 573-592-3111  
 Contact: Richard Elsenrath  
 Completion Date: May 2014  
 Contract Amount \$ 435,360.00      100% completed by our work force



**Statement of Bidder's Qualifications**

11. List of contracts completed within the last four years, including value of each.  
Continued...

**Boone County Watermain Relocation**

550 LF 12" Water Main Relocation

Owner: Boone County PWS #9

Address: 391 Rangeline Rd Columbia, MO

Phone # 573-474-9521

Contact: Roger Ballew

Completion Date: 2013

Contract Amount \$ 92,683.00                      100% completed by our work force

12. List of projects currently in progress:

**City of Columbia Ridgmont Sewer Project**

837 LF 8 inch Sewer Line & 595 LF 4 inch Sewer Line

Owner: City of Columbia, MO

Address: 701 E. Broadway, 5<sup>th</sup> Floor Columbia, MO 65201

Phone: 573-441-5482

Engineer: Nate Runyan

Phone: 573-441-5482

Contract Amount: \$ 359,157.00                      Project 99% Completed

**Carroll County Bridge #13800051 BRO-B017 (75)**

Grading & constructing a 15' x 12' double concrete box culvert and gravel surface 24' wide. Total length of improvements is 490 feet

Owner: Carroll County, MO Commission

Address: 8 South Main Street Suite 6, Carrollton, MO 64633

Phone: 660-542-0615

Engineer: Rhodes Engineering Company, Inc.

Phone: 660-258-7745

Contract Amount: \$ 241,434.00                      Project 5% Completed

**MODOT J5S3138 Route H Callaway County Bridge Replacement over Davis Creek, total length of improvement being 0.17 miles.**

Owner: MODOT

Address: 105 West Capitol Avenue PO BOX 270 Jefferson City, MO 65102

Resident Engineer: Reid Riley

Phone: 573-526-4567

Contract Amount: \$ 473,437.95                      Project 20% Completed

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF MONITEAU

Lois Haile, being first duly sworn, deposes and says that he is Secretary  
(Title of Person Signing)

of Gene Haile Excavating, 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 Lois Haile

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 24th day of May, 20 17

Becky Lynn Wood  
Notary Public

My Commission Expires December 20, 2020

BECKY LYNN WOOD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Moniteau  
My Commission Expires 12/20/2020  
Commission # 16999089

## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

Gene Haile Excavating, Inc.  
(If a corporation - show its name above)

Address of principal place of  
business in Missouri

31571 Old Eighty Seven  
California, MO 65018

Address of principal place of  
business in Missouri

ATTEST:

Lois Haile  
(Signature)

Dated May 24, 2017

Lois Haile, Secretary  
(Print Name and Title)

### NOTE:

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

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

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

John R. Ashcroft Secretary of State  
 2017 ANNUAL REGISTRATION REPORT  
 BUSINESS

**00405029**  
**Date Filed: 3/21/2017**  
**John R. Ashcroft**  
**Missouri Secretary of State**

\* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 4/30/2017

**00405029**  
**GENE HAILE EXCAVATING, INC.**  
**GENE HAILE**  
**31571 OLD EIGHTY SEVEN**  
**CALIFORNIA MO 65018**

RENEWAL MONTH:  
**JANUARY**

I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE

---

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: \*

**31571 Old Eighty Seven** (Required)

---

1

STREET  
**CALIFORNIA MO 65018-3249**

CITY / STATE ZIP

2 If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent \_\_\_\_\_

**IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.**

The new registered office address \_\_\_\_\_

**Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.**

OFFICERS		BOARD OF DIRECTORS *	
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST PRESIDENT AND SECRETARY BELOW		NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST AT LEAST ONE DIRECTOR BELOW	
	A		B
<b><u>PRESIDENT</u></b>	Haile, Gene 31571 Old Eighty Seven STREET	<b><u>NAME</u></b>	Haile, Gene 31571 Old Eighty Seven STREET
	CITY/STATE/ZIP <u>California MO 65018-3249</u>		CITY/STATE/ZIP <u>California MO 65018-3249</u>
<b><u>SECRETARY</u></b>	Haile, Lois 31571 Old Eighty Seven STREET	<b><u>NAME</u></b>	
	CITY/STATE/ZIP <u>California MO 65018-3249</u>		
<b><u>VICE PRESIDENT</u></b>	Haile, Tony 31857 McColleston Rd STREET	<b><u>NAME</u></b>	
	CITY/STATE/ZIP <u>California MO 65018-3249</u>		
<b><u>TREASURER</u></b>	Haile, Lois 31571 Old Eighty Seven STREET	<b><u>NAME</u></b>	
	CITY/STATE/ZIP <u>California MO 65018-3249</u>		

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

3 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 576.060 RSMo. Photocopy or stamped signature not acceptable. \*

4 **Authorized party or officer sign here** Lois Haile (Required)

**Please print name and title of signer:** Lois Haile / Secretary

NAME TITLE

REGISTRATION REPORT FEE IS:

\_\_\_\$20.00 If filed on or before 4/30/2017

\_\_\_\$35.00 If filed on or before 5/31/2017

\_\_\_\$50.00 If filed on or before 6/30/2017

\_\_\_\$65.00 If filed on or before 7/31/2017

**ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.**

**WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE**

E-MAIL ADDRESS (OPTIONAL): earthmover325@yahoo.com

**REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED**  
 RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 1366, Jefferson City, MO 65102

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of Moniteau

On this 24 day of May, 20 17

before me appeared Lois Haile *Lois Haile* 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 Secretary  
President or other agent

of Gene Haile Excavating, 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 24 May 2017 the day and year first above written.

(SEAL) Becky Lynn Wood Notary Public

My Commission expires December 20, 2020

BECKY LYNN WOOD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Moniteau  
My Commission Expires 12/20/2020  
Commission # 16999089

STATE OF MISSOURI     )  
  )  
COUNTY OF MONITEAU    )

SS:

On this 24 day of May, 2017, before me personally appeared Lois Haile, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

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

Becky Lynn Wood  
Notary Public

My commission expires: 12/20/20

BECKY LYNN WOOD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Moniteau  
My Commission Expires 12/20/2020  
Commission # 16999089



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 24-25 MAY 17**  
**Boone County Hill Creek Road Bridge**

**ADDENDUM #1 - Issued May 12, 2017**

This addendum is issued in accordance with the Request for Bid Notice to Bidders 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. Specifications Cover Page:

Replace the Project Manager contact information with the following:

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


2. Bid Form – Itemized Proposal Page 4:

Remove Page 4 of the Itemized Proposal and replace it with the attached Page 4 to eliminate the duplicate line item 27 for Reinforcing Steel.

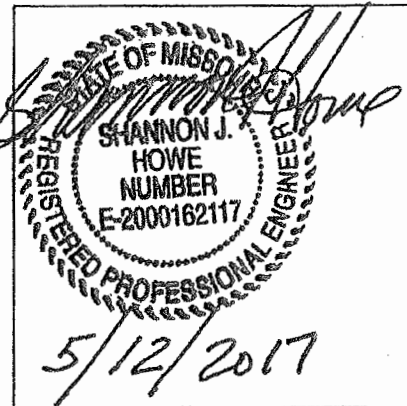
3. Job Special Provisions – Item K – Material Certification and Testing:

Remove the entire third paragraph and replace it with the following:

The Contractor shall provide quality control testing for the cast-in-place concrete bridge sub-structure. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Owner's Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be incidental to the Class B-1 Sub-Structure Concrete item on the Bid Form. Slump, air, and temperature shall be tested once for each pour on each abutment and intermediate bent. Sampling procedures shall follow AASHTO T 141. Slump test shall be in accordance with AASHTO T119, and Air Entrainment shall be tested in accordance with AASHTO T 152. Compressive strength tests shall be conducted in accordance with ASTM C1231 and T22. One (1) set of three (3) cylinders minimum shall be taken for each pour on each abutment and intermediate bent. Test results of the 7 day and 28 day breaks shall be submitted to Boone County within 24 hours of breaking the cylinders.

By   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Shannon J. Howe, P.E., S.E.  
Professional Engineer  
MO Lic. # PE-2000162117  
  
Howe Company, LLC  
MO Engineering Corp. # 2014014993  
1119 S Missouri St, Ste A  
Macon, Missouri 63552  
Phone: 660-395-4693  
Fax: 660-395-4694



OFFEROR has examined copy of Addendum #1 to Request for Bid # 24-25 May 17 – Boone County Hill Creek Road Bridge, receipt of which is hereby acknowledged:

Company Name: Gene Haile Exc., Inc.  
Address: 3571 Old Eighty Seven  
California, MO. 65018  
Phone Number: 573-796-3571 Fax Number: 573-796-5006  
Authorized Representative Signature: Lois Haile Date: 5-24-17  
Authorized Representative Printed Name: Lois Haile, Secretary



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Gene Haile Excavating, Inc.  
31571 Hwy 87 South  
California, MO 65018

### SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)  
PO Box 14498  
Des Moines, IA 50306

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

### OWNER:

(Name, legal status and address)

Boone County  
613 East Ash Street, Room 111  
Columbia, MO 65201

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

**BOND AMOUNT:** \$ Five Percent of Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

Boone County Hill Creek Road Bridge

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

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

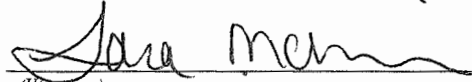
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 25th day of May, 2017

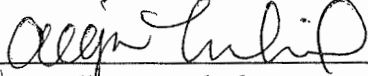
  
\_\_\_\_\_  
(Witness) Lois Haile

Gene Haile Excavating, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

  
\_\_\_\_\_  
(Title) Gene Haile, President

  
\_\_\_\_\_  
(Witness)

Merchants Bonding Company (Mutual)  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Allison Madrid, Attorney-in-Fact

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allison Madrid; Darla Veltrop; Kris Copra; Louis A Landwehr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

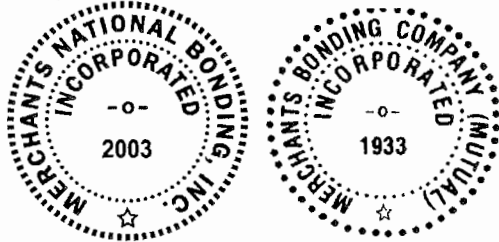
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

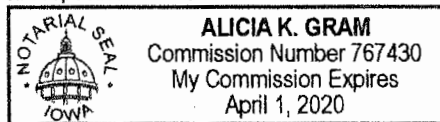


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

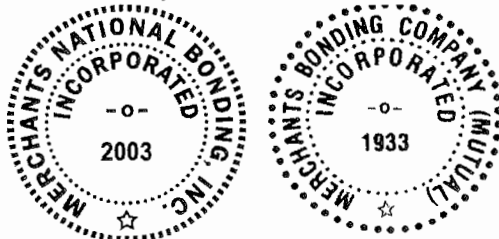


*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of May, 2017.



*William Warner Jr.*  
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**NOTICE TO MISSOURI  
POLICY HOLDERS AND  
BOND HOLDERS**

Should you have a question about your bond or policy, please contact your insurance agent first. If you have been unable to contact or obtain information from your agent, you may contact our company at the following address and telephone number:

Merchants Bonding Company (Mutual)  
6700 Westown Parkway, West Des Moines, Iowa 50266  
(800) 678-8171

## ITEMIZED PROPOSAL

## ROADWAY ITEMS BY CONTRACTOR

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MoDOT	201	Clearing and Grubbing	ACRE	1.16	<u>2500.00</u>	<u>2900.00</u>
2	MoDOT	202	Removal of Improvements	L.S.	1	<u>XXXXXXXXXXXXX</u>	<u>2000.00</u>
3	TS	02300	Embankment	C.Y.	346	<u>15.00</u>	<u>5190.00</u>
4	TS	02300	Excavation	C.Y.	1,075	<u>12.00</u>	<u>12900.00</u>
5	TS	02300	Compaction Testing	L.S.	1	<u>XXXXXXXXXXXXX</u>	<u>5000.00</u>
6	MoDOT	304	10" Aggregate Base - Type 1	S.Y.	1,666	<u>11.00</u>	<u>18326.00</u>
7	MoDOT	401-403	3" Surface Course (BP-2) Bituminous Pavement	S.Y.	1,780	<u>21.00</u>	<u>37380.00</u>
8	MoDOT	401-403	4" Base Course Bituminous Pavement	S.Y.	1,780	<u>14.00</u>	<u>24920.00</u>
9	MoDOT	606	Type A Railing	L.F.	75	<u>22.00</u>	<u>1650.00</u>

## ITEMIZED PROPOSAL

## ROADWAY ITEMS BY CONTRACTOR

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
10	MoDOT	606	Guardrail Transition Section	EA	4	<u>470.00</u>	<u>1880.00</u>
11	MoDOT	606	End Anchor Terminal Section	EA	4	<u>910.00</u>	<u>3640.00</u>
12	MoDOT	607	Fence	L.F.	81	<u>15.00</u>	<u>1215.00</u>
13	MoDOT	607	Temporary Fence	L.F.	189	<u>15.00</u>	<u>2835.00</u>
14	TS	01550	Traffic Control	L.S.	1	<u>XXXXXXXXXXXXX</u>	<u>1750.00</u>
15	MoDOT	618	Mobilization	L.S.	1	<u>XXXXXXXXXXXXX</u>	<u>25854.00</u>
16	MoDOT	620	Temporary Centerline Markers	EA	21	<u>5.00</u>	<u>105.00</u>
17	TS	01590	Restoration (Seeding)	L.S.	1	<u>XXXXXXXXXXXXX</u>	<u>5500.00</u>
18	TS	01570	Erosion Control	L.S.	1	<u>XXXXXXXXXXXXX</u>	<u>5000.00</u>
19	JSP	I	Mechanically Stabilized Fill	L.S.	1	<u>XXXXXXXXXXXXX</u>	<u>26800.00</u>

## ITEMIZED PROPOSAL

## ROADWAY ITEMS BY CONTRACTOR

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
20	TS	01720	Construction Staking	L.S.	1	XXXXXXXXXXXXX	6000.00
Sub-Total Roadway Items =							190845.00

## BRIDGE ITEMS BY CONTRACTOR

21	MoDOT	206	Excavation for Structure	L.S.	1	XXXXXXXXXXXXX	5000.00
22	MoDOT	216.1	Removal of Existing Bridge	L.S.	1	XXXXXXXXXXXXX	6500.00
23	MoDOT	501	Class B-1 Sub-Structure Concrete	C.Y.	71	600.00	42600.00
24	TS	02370	MoDOT Type 2 Rock Blanket & Placing Type II Rock Blanket	C.Y.	665	44.00	29260.00
25	JSP	M	HP 10x42 Piling Galvanized	L.F.	414	75.00	31050.00
26	MoDOT	702	Pile Points	EACH	18	105.00	1890.00
27	MoDOT	706	Reinforcing Steel	LBS	9,952	1.20	11942.40

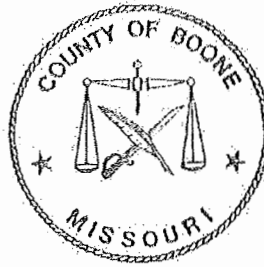
ITEMIZED PROPOSAL

BRIDGE ITEMS BY CONTRACTOR

BASE BID ITEMS							
LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
28	MoDOT 712/JSP		Pre-Fabricated Super-structure (Span 1-2)	L.S.	1	XXXXXXXXXXXXX	<u>32300.00</u>
29	MoDOT 712/JSP		Pre-Fabricated Super-structure (Span 2-3)	L.S.	1	XXXXXXXXXXXXX	<u>55600.00</u>
30	MoDOT 712/JSP		Pre-Fabricated Super-structure (Span 3-4)	L.S.	1	XXXXXXXXXXXXX	<u>32300.00</u>
31	MoDOT 713		SL-1 Rail On Bridge	L.F.	188	<u>61.00</u>	<u>11468.00</u>
32	MoDOT 716.10		Plain Neoprene Bearing Pads	EACH	6	<u>1000.00</u>	<u>6000.00</u>
Sub-Total Bridge Items =							<u>265910.40</u>
TOTAL CONTRACTOR BID =							<u><u>456755.40</u></u>



5216B1S1006



# BOONE COUNTY HILL CREEK ROAD BRIDGE

Project Number: NA

**Bid Number: 24-25 May 17**

## CONSTRUCTION BID REQUEST

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

### BOONE COUNTY COMMISSION

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

### BOONE COUNTY RESOURCE MANAGEMENT

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

### \*PROJECT MANAGER

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

### BOONE COUNTY PURCHASING

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

### ENGINEER OF RECORD



Shannon J. Howe, P.E., S.E.  
Professional Engineer  
MO Lic. # PE-2000162117

Howe Company, LLC  
MO Engineering Corp. # F00459908  
1119 S Missouri St, Ste A  
Macon, MO 63552  
Phone: 660-395-4693  
Fax: 660-395-4694

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



## INDEX - CONTRACT DOCUMENTS

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*Sample Performance Bond.....	12.1-12.2
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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:**

BOONE COUNTY HILL CREEK ROAD BRIDGE

**Project Number:**

NA

**Bid Number:**

24-25 May 17

**Scope of Project Construction:**

The removal of the existing bridge and the construction of a new 87'-6' long, three span, pre-fabricated concrete superstructure bridge with galvanized steel foundation H-piles, concrete abutments, SL-1 guardrail and all appurtenances.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **May 9, 2017 at 1:00 p.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 May 18, 2017.** **Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **12:45 p.m. on May 25, 2017** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on May 25, 2017** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

50 working days after the road is closed or completed by November 3, 2017, whichever comes first.

**Liquidated Damages:**

\$1000 per Working Day

## 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.

ITEMIZED PROPOSAL

ROADWAY ITEMS BY CONTRACTOR

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MoDOT	201	Clearing and Grubbing	ACRE	1.16		
2	MoDOT	202	Removal of Improvements	L.S.	1	XXXXXXXXXXXX	
3	TS	02300	Embankment	C.Y.	346		
4	TS	02300	Excavation	C.Y.	1,075		
5	TS	02300	Compaction Testing	L.S.	1	XXXXXXXXXXXX	
6	MoDOT	304	10" Aggregate Base - Type 1	S.Y.	1,666		
7	MoDOT	401-403	3" Surface Course ( BP-2) Bituminous Pavement	S.Y.	1,780		
8	MoDOT	401-403	4" Base Course Bituminous Pavement	S.Y.	1,780		
9	MoDOT	606	Type A Railing	L.F.	75		

ITEMIZED PROPOSAL

ROADWAY ITEMS BY CONTRACTOR

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
------	------	------	-------------	------	----------	------------	--------

20	TS	01720	Construction Staking	L.S.	1	XXXXXXXXXXXXX	
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Sub-Total Roadway Items = \_\_\_\_\_

BRIDGE ITEMS BY CONTRACTOR

21	MoDOT	206	Excavation for Structure	L.S.	1	XXXXXXXXXXXXX	
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22	MoDOT	216.1	Removal of Existing Bridge	L.S.	1	XXXXXXXXXXXXX	
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23	MoDOT	501	Class B-1 Sub-Structure Concrete	C.Y.	71		
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24	TS	02370	MoDOT Type 2 Rock Blanket & Placing Type II Rock Blanket	C.Y.	665		
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25	JSP	M	HP 10x42 Piling Galvanized	L.F.	414		
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26	MoDOT	702	Pile Points	EACH	18		
----	-------	-----	-------------	------	----	--	--

27	MoDOT	706	Reinforcing Steel	LBS	9,952		
----	-------	-----	-------------------	-----	-------	--	--

*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

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

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

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

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

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

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

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

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

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

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

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

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## 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.

## 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.



(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.

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Name and Title of Authorized Representative

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Signature

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Date



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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

\* Attach additional sheets as necessary \*

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

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

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

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

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

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

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

### ATTEST:

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

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

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

### NOTE:

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

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

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

## BIDDER'S ACKNOWLEDGMENT

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

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

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

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

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

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

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

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

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

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

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

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

## INSURANCE REQUIREMENTS

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

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

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

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

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



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

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

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

**Certificate Holder address:**

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

## CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SALES/USE TAX EXEMPTION

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



## WARRANTY AND GUARANTEE

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

### **Correction or Removal of Defective Work**

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

### **One Year Correction Period**

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

### **Maintenance Requirements**

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

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



## SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

## SAMPLE CONTRACT AGREEMENT

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

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

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

**Project Name:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

**The Owner agrees to pay the Contractor in the amount of**

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

**DATE OF AGREEMENT:**

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

\_\_\_\_\_  
(Date)

ATTEST:

OWNER:  
BOONE COUNTY, MISSOURI

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

\_\_\_\_\_  
Wendy Noren, County Clerk

CONTRACTOR:

By:

\_\_\_\_\_  
Authorized Representative (Signature)

ATTEST:

By:

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

Title:

\_\_\_\_\_  
Secretary

Approved as to Legal Form:

\_\_\_\_\_  
CJ Dykhouse, County Counselor

**Certification**

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

\_\_\_\_\_  
Auditor

## SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_

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

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

**Project Name:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_

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

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

**SAMPLE LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_

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

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

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

**Project Name:** \_\_\_\_\_

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

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.



C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-in-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

County of \_\_\_\_\_ )  
  )ss  
State of \_\_\_\_\_   )

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

NAME OF PROJECT: \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_  
Affiant Date  
\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

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

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**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at \_\_\_\_\_

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

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

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

County Bid Number \_\_\_\_\_

Vendor Job Number \_\_\_\_\_

Job Location \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_

To the Boone County \_\_\_\_\_ Department  
Columbia, Missouri

**To Whom It May Concern:**

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

\_\_\_\_\_  
Contractor

By

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

\_\_\_\_\_  
(Title)

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

County of \_\_\_\_\_ ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_

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

(SEAL)

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

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## GENERAL SPECIFICATIONS

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

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

### SECTION 1. - DEFINITIONS

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

**A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

**B. Commission:** Shall mean the Boone County Commission.

**C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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



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

### **SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

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

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

### **SECTION 5 - CONTROL OF WORK**

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

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

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

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

## **SECTION 6 - CONTROL OF MATERIAL**

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

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

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

## **SECTION 8 - PROSECUTION AND PROGRESS**

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

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

## **SECTION 9 - MEASUREMENT AND PAYMENT**

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

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

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

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

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

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

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

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

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

**9.13.** Release of Retained Percentages:

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

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

b. Written consent of the surety to such payment;

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

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

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

## **SECTION 10 - MATERIAL AND WORKMANSHIP**

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

## **SECTION 11 - STATE WAGE RATE REQUIREMENTS**

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

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

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

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

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

a. In the Owner's office:

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

b. On the Project:

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

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

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

## **SECTION 12 - SPECIFICATIONS AND PLANS**

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

## **SECTION 13 - PROTECTION OF WORK**

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

## **SECTION 14 - OVERHEAD LINE PROTECTION**

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

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is 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.

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# TECHNICAL SPECIFICATIONS

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

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

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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 ( $P_2O_5$ ) and soluble potash ( $K_2O$ ), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

## 2.4 SEEDING MIX

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

## 2.5 TYPE 1 MULCH

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

## 2.6 TYPE 3 MULCH

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

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

### **PART 3 – EXECUTION**

#### **3.1 SEEDBED PREPARATION AND TOPSOIL**

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

#### **3.2 LIME**

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

#### **3.3 FERTILIZER**

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

### 3.4 SEEDING

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

### 3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

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

END OF SECTION



## SECTION 01600 – PRODUCT REQUIREMENTS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PRODUCT DESCRIPTION

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

#### 1.3 TRANSPORTATION AND HANDLING

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

#### 1.4 STORAGE AND PROTECTION

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

### END OF SECTION

**SECTION 01720 – CONSTRUCTION STAKING**

**PART 1 – GENERAL**

**1.1 PROJECT DESCRIPTION**

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

**1.2 GENERAL**

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

**1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01780 – PROJECT CLOSEOUT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PRE-FINAL INSPECTION

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

#### 1.3 FINAL INSPECTION

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

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

**1.4 Application for Final Payment**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 02220 – REMOVALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 PREPARATION

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

#### 3.2 CONSTRUCTION LIMITS

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

#### 3.3 EXISTING SIGNAGE

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

### END OF SECTION

## SECTION 02230 – SITE CLEARING AND GRUBBING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 CLEARING AND GRUBBING

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

END OF SECTION

## SECTION 02300 – EXCAVATION AND EMBANKMENT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

#### 1.2 SITE COMPACTION TESTING

- A. ***All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.***
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
  1. Errors are found in the original quantity or surface elevations shown on the Plans;
  2. An authorized change is made to the typical section or grade; or
  3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION



**SECTION 02335 – SUBGRADE**

**PART 1 – GENERAL**

**1.1 PROJECT DESCRIPTION**

The Work consists of the preparation of subgrade under roadway surface.

**1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.1 INSTALLATION**

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

**END OF SECTION**

## SECTION 02337 – DIG OUT REPAIR

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a Mirafi 600X, Geotex 315ST, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02370 -- ROCK BLANKET

### PART 1 -- GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

### PART 2 -- PRODUCTS

#### 2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

### PART 3 -- EXECUTION

#### 3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

## SECTION 02630 – STORM DRAINAGE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

#### 1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.  
*Except:*
  - 1. ***Aluminized corrugated metal pipes are allowed.***
  - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
  - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

**END OF SECTION**

## SECTION 02720 – AGGREGATE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
  - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
  - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210 of the Boone County Roadway Regulations Chapter II.**
- B. Surface Aggregate shall meet standard local quarry's specifications.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

## SECTION 02739 – PRIME/TACK COATS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

**END OF SECTION**

## SECTION 02740 – ASPHALTIC CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

#### 1.3 QUALITY CONTROL

- A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.
- B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.
- C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

**END OF SECTION**



**SECTION 02741 – PAVING FABRIC**

**PART 1 – GENERAL**

**1.1 PROJECT DESCRIPTION**

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

**1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

**PART 2 – PRODUCTS**

**2.1 MATERIALS**

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

1. Physical Properties

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

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

## PART 3 – EXECUTION

### 3.1 INSTALLATION

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

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

**END OF SECTION**

## SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02770 – CONCRETE CURB AND GUTTER

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02773 – CONCRETE DRIVEWAY

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02775 – CONCRETE SIDEWALK

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## JOB SPECIAL PROVISIONS

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(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

- A. General
- B. Work Zone Traffic Management Plan
- C. Environmental Permits
- D. Coordination between Owner and Contractor
- E. Landowner Requests
- F. Utilities
- G. Design of Pre-Engineered Superstructure
- H. Anchor Bolt Placement Determination
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- N. Acceptance of Precast Double Tee, I-Girder, Box-Girder and Slab Panels
- O. Working Days

*Shannon J. Howe*  
STATE OF MISSISSIPPI  
SHANNON J.  
HOWE  
REGISTERED PROFESSIONAL ENGINEER  
NUMBER  
E-2000162117  
04/27/2017



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**A. GENERAL**

- 1.0** Except as may be otherwise provided for by the Job Special Provisions and the plans, the work shall be done in accordance with the Missouri Standard Specifications for Highway Construction, dated 2011, and its revisions. 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.
- 2.0** For the entirety of this project, Section 108.7.2.1 shall not apply.

**B. WORK ZONE TRAFFIC MANAGEMENT PLAN**

**1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

**2.0 Traffic Management Schedule**

**2.1** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

**2.2** The contractor shall notify the engineer TWO WEEKS prior to road closures or shifting traffic onto detours.

**2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

**2.4** In order to ensure minimal traffic interference, the contractor shall schedule road closures for the absolute minimum amount of time required to complete the work. Roads shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed road is opened to traffic.

**3.0 Work Hour Restrictions.**

**3.1** There will be no work hour restrictions with this project.

**4.0 Detours and Lane Closures.**

**4.1 Furnishing of Signs and Devices.** All traffic control signs and devices for closing the road and marking the detour as shown on the plans shall be furnished by the contractor.

**4.2 Installation of Signs and Devices.** All traffic control signs and devices for closing the road and marking the detour as shown on the plans shall be installed by the contractor.

**5.0 Basis of Payment.** Payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions by the square foot of Construction Signs and per each for Type III Moveable Barricade and Type III Moveable Barricade (w/light).

C. ENVIRONMENTAL PERMITS

**127.27 Guidelines for Obtaining Environmental Clearance for  
Project Specific Locations**

**From Engineering Policy Guide**

This article provides guidelines for obtaining environmental clearance for disturbed areas such as:

Borrow Sites    Haul Roads

Burn Pits        Staging Areas

and Spoil Sites

at project-specific locations.

The necessary clearances for disturbed areas such as those referenced above shall be obtained prior to using these areas for projects. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the federal project number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites:

**127.27.1 The Endangered Species Act**

The Federal Endangered Species Act protects rare species and their habitats. The U.S. Fish and Wildlife Service (USFWS) administers the Act. Violations of this act can result in extensive project delays and severe fines. To determine if an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good

quality map illustrating the location of the proposed site with a description of the activity. Allow at least three weeks for a response to all requests.

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC)  
Planning Division  
P.O. Box 180  
Jefferson City MO 65102-0180  
Telephone Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)  
Columbia Field Office  
101 Park DeVille Drive - Suite A  
Columbia, MO 65203-0007  
Telephone Number (573) 234-2131 or Fax (573) 234-2182

## **127.27.2 Floodplain/Regulatory Floodway**

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps (National Flood Insurance Program) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-

year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "No-Rise" Certification, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA  
P.O. Box 116  
Jefferson City MO  
65102  
(573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

### **~~127.27.3 Federal Emergency Management Agency (FEMA) Buyout Lands~~**

~~The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grant Program (HMGP), including the acquisition and relocation of flood-damaged property. The Volkmer Bill further expanded the use of HMGP funds under Section 404 to "buy-out" flood-damaged property, which had been affected by the Great Flood of 1993.~~

~~There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of~~

property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

#### **127.27.4 Farmland Protection**

In order to comply with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses, the Form AD-1006 will need to be completed. This can be accomplished through coordination with United States Department of Agricultural (USDA) Natural Resources Conservation Service (NRCS), and the completion of Form AD-1006. To receive the Form AD-1006, call the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will also be required with the area to be disturbed identified on the map. This aerial map can be obtained from the local SCS office. In some areas of the state this office may be located in an adjoining county.

The contractor will need to complete Parts I and III of Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Dennis Potter  
State Soil Scientist  
Natural Resource Conservation Service  
601 Business Loop 70 West  
Parkade Center, Suite 250  
Columbia, MO 65203  
1-573-876-9411

After the NRCS office returns the form, the contractor will complete remaining Parts VI and VII. The contractor will provide a copy of the completed form to the MoDOT district contact to document compliance with the Farmland Protection Policy Act.

#### **127.27.5 Wetlands**

Federal executive order has decreed a national policy of "no net loss of wetlands." Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or

enhancement of a like quantity and quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

To determine whether wetlands occur on a site, contact the USDA, NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. For all other non-farmland sites, consult the US Fish and Wildlife Service's Wetlands Map. If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, a COE Section 404 permit would be processed through the appropriate COE district. There are five COE districts in Missouri. Information about COE district locations, addresses and phone numbers is available on the COE website.

## **127.27.6 Water Quality/Land Disturbance**

The National Pollutant Discharge Elimination Systems (NPDES) program regulates construction activities where 1 acre or more of land is disturbed. If the project proponent has a general NPDES permit for all of their construction activities, this is adequate. If the project proponent does not have a valid general permit and the site to be disturbed is greater than 1 acre in size, a project-specific NPDES permit from DNR is required. If the project is entirely within MoDOT right of way, the sponsor may use MoDOT's general permit. In either case, the sponsor will need to develop a site-specific stormwater pollution prevention plan for the project. The sponsor shall contact the Missouri Department of Natural Resources (DNR) NPDES Storm Water Program office at (573) 751-1300 or (800) 361-4827 for further directions. A few cities (Kansas City, Columbia, and others) and counties have obtained their own land disturbance permits from DNR for generic land disturbance purposes; see additional discussion on stormwater and erosion control in 136.4 Environmental and Cultural Requirements of the LPA Policy.

## **127.27.7 Hazardous Waste Sites**

More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previous industrial properties.

If the proposed area is basically farmland or pasture, and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

In nonrural, suburban or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a list of suggested items, but not inclusive, for a cursory nonintrusive investigation.

- Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.
- Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.
- Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found will be handled in accordance with Federal and State Laws and Regulations.

## **127.27.8 Historic Preservation**

All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State



Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the SHPO website or requested from the SHPO by telephone, (573) 751-7858, or mail:

Missouri Department of Natural Resources  
State Historic Preservation Office  
Attn: Section 106 Review  
P.O. Box 176  
Jefferson City, MO, 65102-0176

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at the SHPO's website. Any questions can be directed to the Design Division Historic Preservation Section, at (573) 751-0473.

## **127.27.9 Public Land**

If borrow sites are proposed on any publicly owned land, contact the MoDOT district representative before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

Once the contractor has obtained all of the above information, it should be provided to the MoDOT district contact. The transmittal letter must include **county, route and job number** of the project, along with a map depicting the location and limits of the site(s).

All submittals should be made to BOONE COUNTY RESOURCE MANAGEMENT.  
instead of MoDOT.

#### **MEASUREMENT & PAYMENT**

No direct payment will be made for obtaining the required clearances for borrow areas. An adjustment in contract time will be considered for any delay caused by receiving the required clearances if the delay cannot be avoided by changing borrow sites.

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## **127.27 Guidelines for Obtaining Environmental Clearance for Project Specific Locations**

### **From Engineering Policy Guide**

This article provides guidelines for obtaining environmental clearance for disturbed areas such as:

Borrow Sites    Haul Roads

Burn Pits        Staging Areas

and Spoil Sites

at project-specific locations.

The necessary clearances for disturbed areas such as those referenced above shall be obtained prior to using these areas for projects. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the federal project number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites:

### **127.27.1 The Endangered Species Act**

The Federal Endangered Species Act protects rare species and their habitats. The U.S. Fish and Wildlife Service (USFWS) administers the Act. Violations of this act can result in extensive project delays and severe fines. To determine if an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good quality map illustrating the location of the proposed site with a description of the activity. Allow at least three weeks for a response to all requests.

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC)  
Planning Division  
P.O. Box 180  
Jefferson City MO 65102-0180  
Telephone Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)  
Columbia Field Office  
101 Park DeVille Drive - Suite A  
Columbia, MO 65203-0007  
Telephone Number (573) 234-2131 or Fax (573) 234-2182

## **127.27.2 Floodplain/Regulatory Floodway**

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps (National Flood Insurance Program) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the

base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "No-Rise" Certification, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA  
P.O. Box 116  
Jefferson City MO  
65102  
(573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

### **127.27.3 Federal Emergency Management Agency (FEMA) Buyout Lands**

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There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

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will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the SHPO website or requested from the SHPO by telephone, (573) 751-7858, or mail:

Missouri Department of Natural Resources  
State Historic Preservation Office  
Attn: Section 106 Review  
P.O. Box 176  
Jefferson City, MO, 65102-0176

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at the SHPO's website. Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

### **127.27.9 Public Land**

If borrow sites are proposed on any publicly owned land, contact the MoDOT district representative before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

Once the contractor has obtained all of the above information, it should be provided to the MoDOT district contact. The transmittal letter must include **county, route and job number** of the project, along with a map depicting the location and limits of the site(s).

All submittals should be made to HOWE COMPANY, LLC. instead of MoDOT.



DEPARTMENT OF THE ARMY  
KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
TRUMAN REGULATORY SATELLITE OFFICE  
15837 TRUMAN ROAD  
WARSAW, MISSOURI 65355

September 16, 2013

REPLY TO  
ATTENTION OF:

Truman Regulatory Satellite Office  
(NWK-2013-01247)

Boone County  
Attn: Derin Campbell  
601 East Walnut, Rm. 315  
Columbia, MO 65201

Dear Mr. Campbell:

This is in reply to your application received September 6, 2013, regarding a Department of the Army permit determination concerning the replacement of Boone County Bridge No. 5020005. The proposed project will involve the replacement of the existing bridge, grading of channel banks and placement of rip rap on bridge abutments both 50 feet upstream and 50 feet downstream from the centerline of the bridge for erosion control. The proposed project is located in Section 11, Township 47 north, Range 13 west, in Boone County, Missouri with approximate central coordinates of the site located at 38.866944 latitude and -92.349444 longitude.

Based upon a review of the information furnished, we have made a preliminary jurisdictional determination that Little Bonne Femme Creek possesses an ordinary high water mark at the proposed bridge replacement site and is a jurisdictional water of the United States (WUS). Therefore, the placement of dredged or fill material within the WUS, as proposed by your project requires permit authorization from this office. The Corps of Engineers (Corps) has jurisdiction over all waters of the United States. Discharges of dredged or fill material in waters of the United States, including wetlands, require prior authorization from the Corps under Section 404 of the Clean Water Act (Title 33 of the United States Code [U.S.C.] at Section 1344) and /or Section 10 of the Rivers and Harbors Act of 1899 (Title 33 of the U.S.C. at Section 403). The implementing regulations for these Acts are found at Title 33 of the Code of Federal Regulations (CFR) at Parts 320-332.

We have reviewed the information furnished and have determined the proposed projects, as shown on the enclosed drawings, are authorized by **Nationwide Permit (NWP) 14-Linear Transportation Projects**, provided you ensure that the conditions listed in the enclosed copy of excerpts from the February 21, 2012 Federal Register, Issuance of Nationwide Permits, are met. You must also comply with the enclosed copy of the Missouri NWP Regional Conditions (posted at: <http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/NationWidePermits.aspx>).

The jurisdictional determination for this project is considered a Preliminary Jurisdictional Determination (PJD) in accordance with Corps regulations at 33 CFR Part 331. Preliminary Jurisdictional Determinations, while sufficient for permit determinations, are not appealable. If you wish, you may request an Approved Jurisdictional Determination (which may be appealed) by contacting our office for further instructions. The PJD is described in the enclosed *Preliminary Jurisdictional Determination Form*. **We request that you sign the signature block, and return the form to our office.** If you do not concur with the jurisdictional determination, then you will need to obtain an Approved Jurisdictional Determination from our office, and the appropriate permit authorization, prior to impacting any waters identified in the PJD. This jurisdictional determination is valid until the expiration date of the permit authorization, unless new information warrants a revision.

The Missouri Department of Natural Resources (MDNR) has certified that this NWP will not violate existing state water quality standards provided you comply with the conditions included in their attached certification document. All conditions included in the water quality certification become conditions of the NWP authorization. Please review all conditions associated with this NWP. If you have any questions concerning state water quality standards or compliance issues with the associated certification conditions, please contact the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, Missouri 65102-0176. You may also contact the office at 573-526-3589 or by email at [wpssc401cert@dnr.mo.gov](mailto:wpssc401cert@dnr.mo.gov).

**General condition 30** requires you to sign and submit the enclosed "Compliance Certification" upon completion of the authorized work and any required mitigation. This NWP verification is valid until March 18, 2017. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit determination. Although an individual DA permit is not required, other Federal, state and/or local permits may be required. You should verify this yourself.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, Corps of Engineers Regulatory Program. We have placed an automated version of our Customer Service Survey form on our website at: <http://per2.nwp.usace.army.mil/survey.html>. At your request, we will mail you a paper copy that you may complete and return to us by mail or fax.

Mr. Rodney Christensen, Regulatory Specialist, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact him at 816-389-3979. Please reference Permit No. **NWK-2013-01247** in all comments and/or inquiries relating to this project.

Enclosures

Copies Furnished (electronically w/o enclosures):

MDNR-Water Protection Program  
Missouri Department of Conservation  
Benton & Associates: Daniel Thronson

**COMPLIANCE CERTIFICATION**

General condition 30 of this Nationwide Permit requires that you submit a signed certification regarding the completed work and any required mitigation. This certification page satisfies this condition if it is provided to the Kansas City District at the address shown at the bottom of this page upon completion of the project.

**APPLICATION NUMBER:**

NWK-2013-01247

**APPLICANT:**

Boone County  
601 East Walnut, Rm. 315  
Columbia, MO 65201

**PROJECT LOCATION:**

The proposed project is located in Little Bonne Femme Creek in Section 11, Township 47 north, Range 13 west, in Boone County, Missouri with approximate central coordinates of the site located at 38.866944 latitude and -93.349444 longitude.

- a. I certify that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions.
- b. I certify that any required mitigation was completed in accordance with the permit conditions.
- c. Your signature below, as permittee, indicates that you have completed the authorized project as certified in paragraphs a and b above.

\_\_\_\_\_  
(PERMITTEE)

\_\_\_\_\_  
(DATE)

Return this certification to:

U.S. Army Corps of Engineers  
Truman Regulatory Satellite Office  
15837 Truman Road  
Warsaw, MO 65355



209 Ash  
Gallatin, Mo 64640  
(660) 663-3703 EXT. 7

Oct 22, 2013

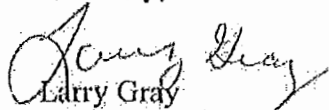
Mr. Daniel Thronson  
Benton and Associates, Inc  
501 N. Missouri St  
Suite C  
Macon, Mo 63552

Dear Mr. Thorndson,

Enclosed is the Farmland Conversion Impact Rating form (AD-1006) for the Boone County Bridge No. 50200051. The proposed project area does not contain prime farmland and farmland of statewide importance.

If you have any questions, please call me at 660-663-3703 ext. 125.

Sincerely,

  
Larry Gray  
MLRA Soil Scientist

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

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U.S. Department of Agriculture

# FARMLAND CONVERSION IMPACT RATING

<b>PART I (To be completed by Federal Agency)</b>		Date Of Land Evaluation Request 8/28/13	
Name Of Project BOONE CO. BR. NO. 50200051		Federal Agency Involved N/A	
Proposed Land Use CONTINUE AS COUNTY ROAD		County And State BOONE COUNTY, MISSOURI	
<b>PART II (To be completed by NRCS)</b>		Date Request Received By NRCS	
Does the site contain prime, unique, statewide or local important farmland? (If no, the FPPA does not apply -- do not complete additional parts of this form).		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Major Crop(s)		Farmable Land In Govt. Jurisdiction Acres: %	Acres Irrigated Average Farm Size
Name Of Land Evaluation System Used		Name Of Local Site Assessment System	Amount Of Farmland As Defined In FPPA Acres: %
			Date Land Evaluation Returned By NRCS

PART III (To be completed by Federal Agency)	Alternative Site Rating			
	Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly				
B. Total Acres To Be Converted Indirectly				
C. Total Acres In Site	0.0	0.0	0.0	0.0

PART IV (To be completed by NRCS) Land Evaluation Information	Site A	Site B	Site C	Site D
A. Total Acres Prime And Unique Farmland				
B. Total Acres Statewide And Local Important Farmland				
C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted				
D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value				

PART V (To be completed by NRCS) Land Evaluation Criterion	Site A	Site B	Site C	Site D
Relative Value Of Farmland To Be Converted (Scale of 0 to 100 Points)	0	0	0	0

PART VI (To be completed by Federal Agency)	Maximum Points	Site A	Site B	Site C	Site D
Site Assessment Criteria (These criteria are explained in 7 CFR 658.5(b))					
1. Area In Nonurban Use					
2. Perimeter In Nonurban Use					
3. Percent Of Site Being Farmed					
4. Protection Provided By State And Local Government					
5. Distance From Urban Builtup Area					
6. Distance To Urban Support Services					
7. Size Of Present Farm Unit Compared To Average					
8. Creation Of Nonfarmable Farmland					
9. Availability Of Farm Support Services					
10. On-Farm Investments					
11. Effects Of Conversion On Farm Support Services					
12. Compatibility With Existing Agricultural Use					
<b>TOTAL SITE ASSESSMENT POINTS</b>	160	0	0	0	0

PART VII (To be completed by Federal Agency)	Maximum Points	Site A	Site B	Site C	Site D
Relative Value Of Farmland (From Part V)	100	0	0	0	0
Total Site Assessment (From Part VI above or a local site assessment)	160	0	0	0	0
<b>TOTAL POINTS (Total of above 2 lines)</b>	260	0	0	0	0

Site Selected:	Date Of Selection	Was A Local Site Assessment Used? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Reason For Selection:		

**FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION**

Application No. F352 Date: 9-13-2013

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

Owner or Agent Boone County Date 9-6-13 Builder Boone County Date \_\_\_\_\_  
Roger B. Wilson, Boone Co. Government Center 801 E. Walnut Room 315 Columbia MO 65201  
 Address \_\_\_\_\_ Address \_\_\_\_\_  
573-886-4480 Phone \_\_\_\_\_ Phone \_\_\_\_\_

**SITE DATA**

- Location: NE 1/4, SE 1/4, Section 11; Township 47N; Range 13W  
 Street Address Bridge No. 5020051
- Type of Development: Filling  Grading  Excavation  Minimum Improvement   
 Routine Maintenance  Substantial Improvement  New Construction  Other
- Description of Development: Removal of the existing bridge and replacement with a new 87.50' long x 25.69' wide bridge.
- Premises: Structure Size 87.50 ft. By 25.69 ft. Area of Site None Sq Ft  
 Principal Use Public road Accessory Uses (storage, parking, etc.) None
- Value of Improvement (fair market) \$ 300,000 Pre-Improvement/Assessed Value of Structure \$ Unknown
- Property Located in a Designated FLOODWAY? Yes  No

IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (100-YEAR) FLOOD ELEVATIONS.

- Property Located in a Designated Floodplain FRINGE? Yes  No
- Elevation of the 100-Year Flood (ID source) 599.76 Project datum by analysis NGVD/NAVD
- Elevation of the Proposed Development Site 601.73 Top of deck - Project datum NGVD/NAVD
- Local Ordinance Elevation/Floodproofing Requirement None NGVD/NAVD
- Other Floodplain Elevation Information (ID and describe source) FEMA Zone AE

12. Other Permits Required?	Corps of Engineer 404 Permit:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Provided <input type="checkbox"/>
	State Department of Natural Resources 401 Permit:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Provided <input type="checkbox"/>
	Environmental Protection Agency NPDES Permit:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Provided <input type="checkbox"/>

All Provisions of Ordinance Number 98-03, the "Floodplain Management Ordinance", shall be in Compliance.

**PERMIT APPROVAL/DENIAL**

Plans and Specifications Approved/Denied this 13th Day of September, 2013  
 Signature of Development Owner Shannon J. Howe Authorizing Official Strn Shawver  
 Signature of Development Owner Shannon J. Howe, PE, SE Print Name and Title  
 Signature of Authorizing Official Strn Shawver, Director Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED NA FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED NA FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.



To be completed by community permit official: Floodplain Development Permit No. F352

### ENGINEERING "NO-RISE" CERTIFICATION

Community: <u>Boone County</u>	County: <u>Boone</u>	State: <u>MO</u>
Applicant: <u>Boone County</u> Date: _____	Engineer: _____	
Address: <u>Government Center, 801 E. Walnut Room 315 Columbia, MO 65201</u>	Address: _____	
Telephone: <u>573-886-4480</u>	Telephone: _____	

**SITE DATA:**

1. Location: NE 1/4 SE 1/4 Section 11 : Range 47N : Township: 13W

Street Address: Hill Creek Road, Bridge No. 50200051

2. Panel(s) No. of NFIP map(s) affected: 29019C0355D

3. Type of development: Filling  Grading  Excavation  Minor Improv \_\_\_\_\_  
Substantial-Improv  New Construction \_\_\_\_\_ Other

4. Description of Development: Construction of a new 87.50' long x 25.69' wide bridge to replace the existing structure

5. Name of flooding source: Little Bonne Femme Creek

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that I am a duly qualified engineer licensed to practice in the State of MO. It is to further certify that the attached technical data supports the fact that the proposed development described above will not create any increase to the 100-year elevations on said flooding source above at published cross sections in the Flood Insurance Study for the above community dated March 17, 2011 and will not create any increase to the 100-year flood elevations at unpublished cross-section in the vicinity of the proposed development.

Name: Shannon J. Howe, PE, SE

Signature: Shannon J. Howe Date: 9-13-2013

Title: project engineer/manager License No.: \_\_\_\_\_  
E-2000162117



**CULTURAL RESOURCE ASSESSMENT  
Section 106 Review**

**CONTACT PERSON/ADDRESS**

**C:**

Shannon J. Howe, P.E.  
Benton & Associates, Inc.  
2414 South Franklin Street  
Kirksville, Missouri 63501

Raegan Ball, FHWA  
Michael Meinkoth, MoDOT

**PROJECT:**

Bridge No. 50200051 Replacement Project

**FEDERAL AGENCY**

FHWA

**COUNTY:**

BOONE

The State Historic Preservation Office has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:


After review of initial submission, the project area has a low potential for the occurrence of cultural resources. A cultural resource survey, therefore, is not warranted.

Adequate documentation has been provided (36 CFR Section 800.11). There will be "no historic properties affected" by the current project.

An adequate cultural resource survey of the project area has been previously conducted. It has been determined that for the proposed undertaking there will be "no historic properties affected".

For the above checked reason, the State Historic Preservation Office has no objection to the initiation of project activities. PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK ARE CHANGED, A BORROW AREA IS INCLUDED IN THE PROJECT, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of compliance with Section 106 of the National Historic Preservation Act, as amended.

By:



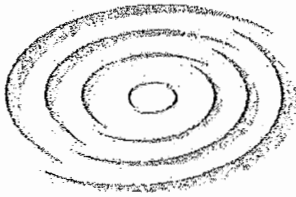
Mark A. Milles, Deputy State Historic Preservation Officer

September 9, 2013

Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES  
STATE HISTORIC PRESERVATION OFFICE  
P.O. Box 176, Jefferson City, Missouri 65102

For additional information, please contact Judith Deel, (573) 751-7862. Please be sure to refer to the project number:  
054-BO-13



**RedMile**  
Services, LLC  
Let us help you hit your mark

September 1, 2016

**Re: Asbestos Inspection Report & Report on Lead for  
Boone County Bridge No. 5020005 on Hill Creek Road**

I performed an asbestos inspection on the bridge referenced above. The bridge materials consisted of steel piles encased in concrete wing walls, precast concrete channel beams with reinforcing steel, asphalt overlay, steel rail posts, and steel Type A style guardrail.

No suspect ACM was identified in the materials observed and no samples were taken.

In addition, no suspect coatings were observed so no samples were taken for testing for lead content.

If any materials are encountered or uncovered during demolition which vary from these observations then we should be contacted immediately to inspect and collect samples for testing.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon J Howe", written in a cursive style.

Shannon J Howe  
RedMile Services, LLC

Expiration Date **4/15/2017**

Certificate Number: 7019041516MOIR17265

Training Date: **4/15/2016**

**Missouri State Certificate for Asbestos Related Occupations**

issued by Department of Natural Resources

P.O. Box 176

Jefferson City, MO 65102

Phone (573) 751-4817

**Shannon J. Howe**

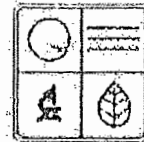
has successfully completed the requirements for certification as a INSPECTOR. This Missouri State Certification is subject to review and the director may deny, suspend or revoke the certification per RSMo chapter 643.230.

6/7/2016

Date

*Kyra L Moore*

Director of Air Pollution Control Program



**CERTIFICATION  
NUMBER: 7019041516MOIR17265**

**THIS CERTIFIES**

**Shannon J. Howe**

**HAS COMPLETED THE CERTIFICATION  
REQUIREMENTS FOR**

**Inspector**

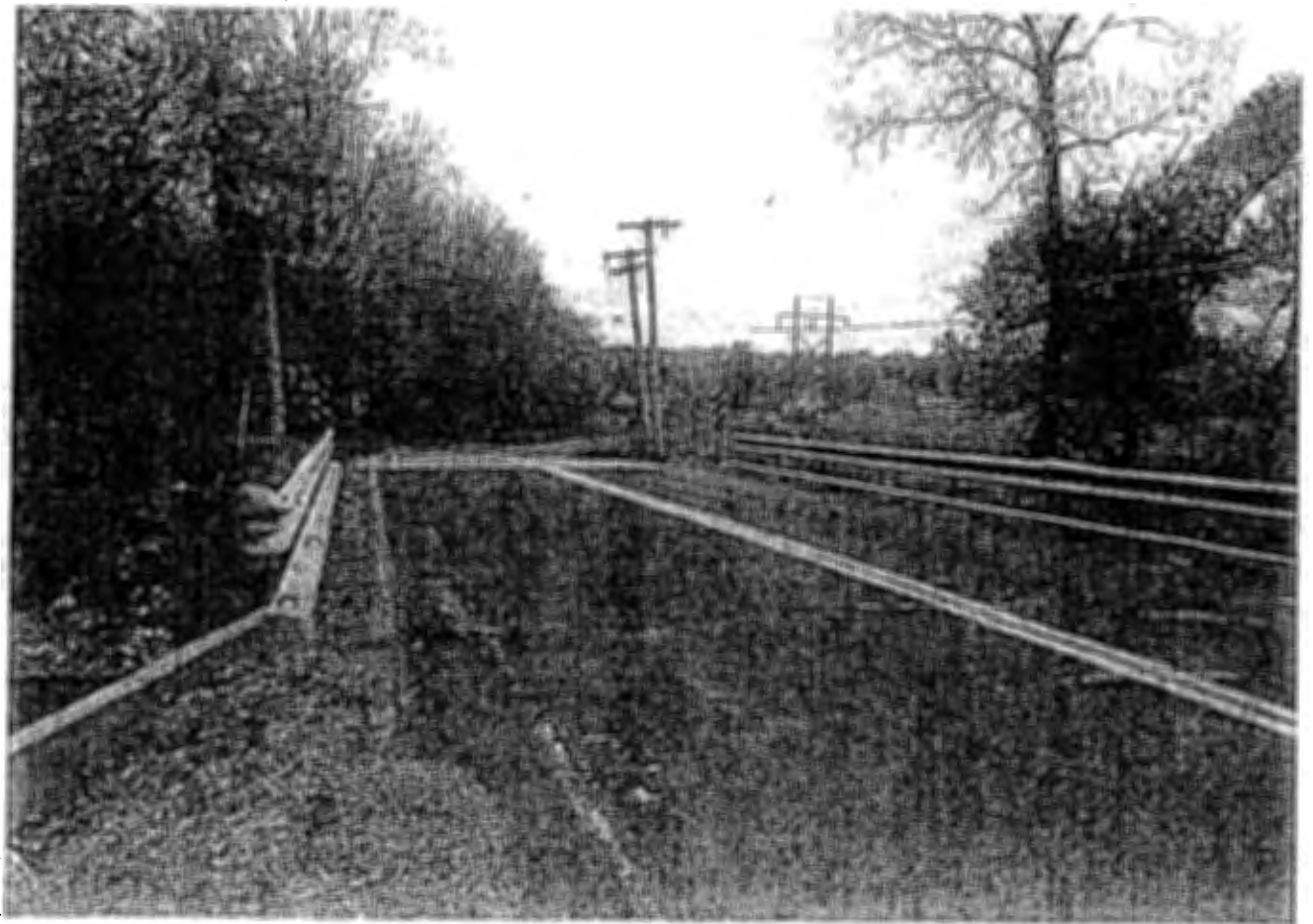
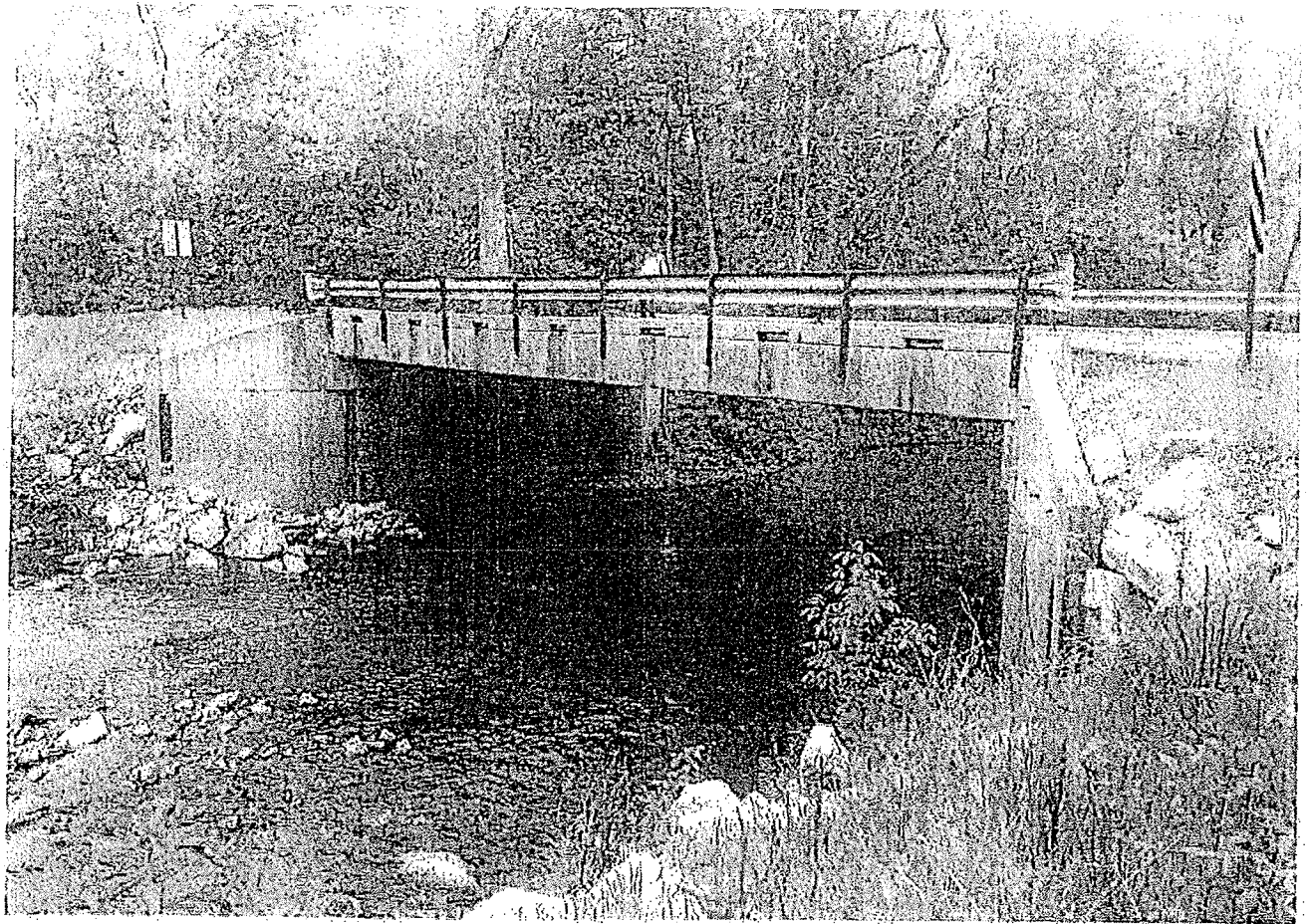


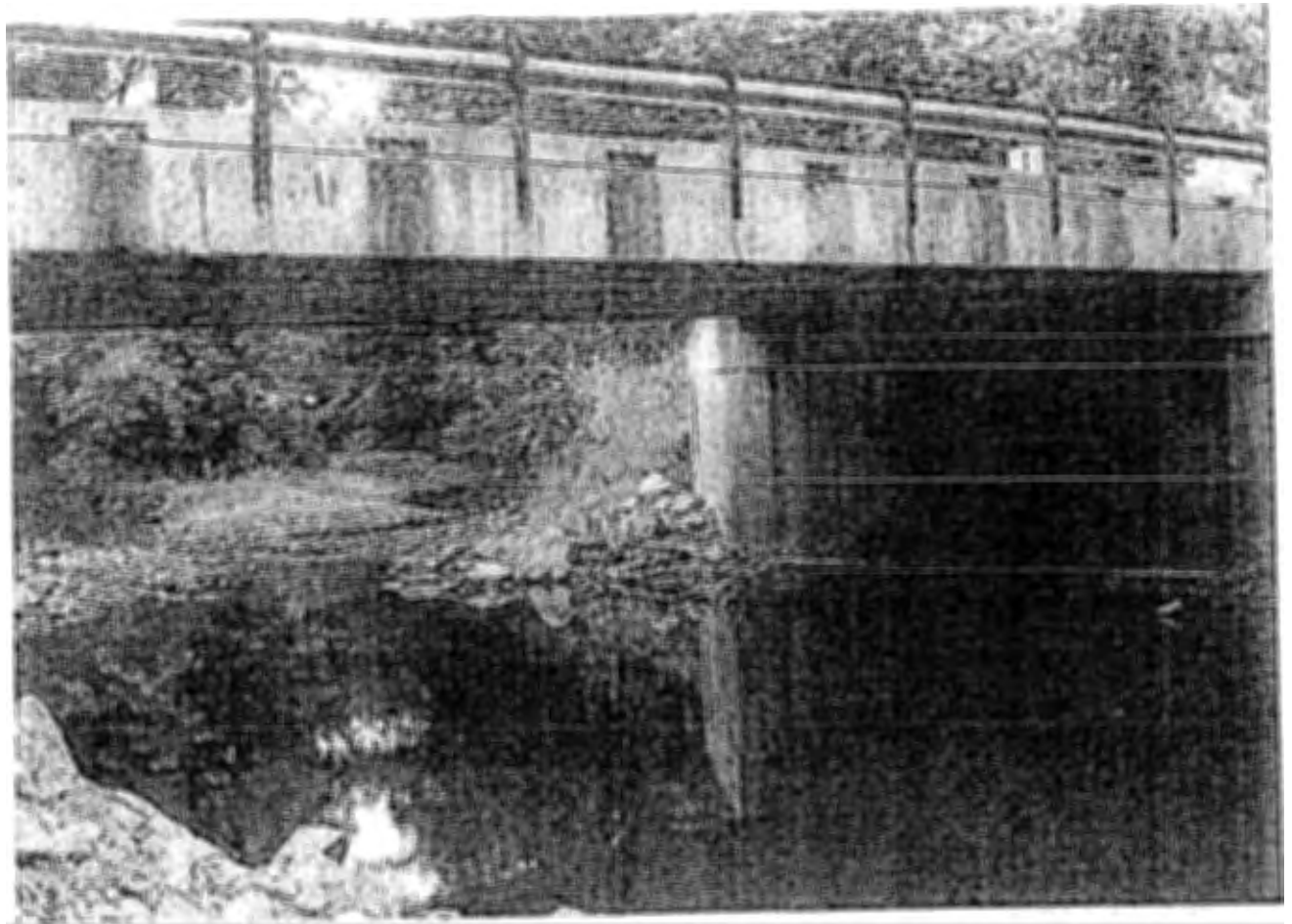
**APPROVED: 6/7/2016**

**TRAINING DATE 4/15/2016**

**EXPIRES: 4/15/2017**

*Kyra L Moore*  
Director of Air Pollution Control Program









Missouri Department of Conservation  
**Natural Heritage Review Report**

September 19, 2013 – Page 1 of 2

Resource Science Division  
P. O. Box 180  
Jefferson City, MO 65102  
Prepared by: Emily Clancy  
Emily.Clancy@mdc.mo.gov  
(573) 522 – 4115 ext. 3182

BENTON AND ASSOCIATES, INC.  
ATTN: DANIEL P. THRONDSO  
510 N. MISSOURI ST., SUITE C  
MACON, MISSOURI 63552

Project type:	Bridge
Location/Scope:	Section 11 of T47N R13W
County:	Boone
Query reference:	Bridge #50200051
Query received:	September 6, 2013

This NATURAL HERITAGE REVIEW is *not* a site clearance letter. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project. On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information may be found at <http://mdc.mo.gov/discover-nature/places-go/natural-areas> and [mdc4.mdc.mo.gov/applications/mofwis/mofwis\\_search1.aspx](http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx). Contact information for the department's Natural History Biologist is online at <http://mdc.mo.gov/contact-us>.

**Records of federal-listed (these are also state-listed) species or critical habitats near the project site:**

Natural Heritage records identify federal and state listed endangered Indiana bat (*Myotis sodalists*) and gray bat (*Myotis grisescens*) within the Rock Bridge Memorial State Park (approximately 0.5 miles east). **Contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132) for further project review.**

Indiana bats (*Myotis sodalis*, federally and state listed endangered) hibernate during winter months, in caves primarily in the southern half of Missouri. They spend summer months, primarily north of the Missouri River, roosting and raising young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats, especially from September to April.

Gray bats (*Myotis grisescens*, federal and state-listed endangered) forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream.

Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. See insert regarding *Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers*.

- ♦ Avoid disturbance to stream banks and riparian areas. Channel modification, flow interruption or bank modification should occur only in compliance with conditions established in permits required under the federal Clean Water Act.
- ♦ Grade and seed disturbed areas as soon as possible to minimize erosion. Native grasses and wildflowers are recommended for plantings compatible with the local native landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.

- ◊ All temporary in-channel fills that could impound water should be culverted. Culverts should (a) maintain at least six inches of water and (b) not create water velocities in excess of two feet per second during average annual discharges. A drop between the downstream end of the culverts and the downstream water surface should not occur at any time.
- ◊ Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.”

**Take all necessary precautions to prevent petroleum products from entering the stream.**

*FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. Consult with U.S. Fish and Wildlife Service, 101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132*

**Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.**

Natural Heritage records identify no state-listed endangered species within one mile of the site.

Rock Bridge Memorial State Park contains Natural Heritage records of state-rank statues. Following the insert pertaining to *Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers* will help minimize impacts.

See [http://mdc.mo.gov/sites/default/files/resources/2010/04/2013\\_species\\_concern.pdf](http://mdc.mo.gov/sites/default/files/resources/2010/04/2013_species_concern.pdf) for a complete list of species and communities of conservation concern.

*STATE ENDANGERED species are listed in and protected under the Wildlife Code of Missouri (3CSR10-4.111).*

**General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific heritage records):**

- Boone County has known karst geologic features (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area. See [http://mdc.mo.gov/nathis/caves/manaq\\_construc.htm](http://mdc.mo.gov/nathis/caves/manaq_construc.htm) for best management information.
- Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. Best management recommendations relating to streams and rivers may be found at: [http://mdc.mo.gov/sites/default/files/resources/2013/02/constprojnearstreams\\_2013.pdf](http://mdc.mo.gov/sites/default/files/resources/2013/02/constprojnearstreams_2013.pdf)
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.
  - ◊ Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
  - ◊ Drain water from boats and machinery that has operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
  - ◊ When possible, wash and rinse equipment thoroughly with hard spray or HOT water ( $\geq 104^{\circ}$  F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

*These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect only sites visited by specialists in the last 30 years. This means that many privately owned tracts could host unknown remnants of species once but no longer common.*



# Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers

MISSOURI DEPARTMENT OF CONSERVATION



## Introduction

The streams and rivers of Missouri support a wide and diverse community of wildlife that includes many species of mammals, birds, fishes, mussels, crayfish, and insects. The continued diversity and health of this community is dependent upon how well Missourians manage and protect this resource. While water quality is essential, maintaining a diverse array of habitat features also is essential for aquatic wildlife to persist. Since implementation of the Clean Water Act, point source pollution has been greatly reduced, but polluted and sediment-laden runoff (non-point source) from rural and urban development is still a serious problem.

There are management practices that can be implemented to prevent degradation of our streams and rivers. By adapting these best management practices we can prevent the loss of species diversity and maintain the quality of our lives as well. Preventative measures may require extra effort initially, but they provide long-term dividends by eliminating costly damage resulting from poor management practices.

## Access and Staging Area Management Recommendations

Staging areas are those short- or long-term sites within a construction or development area where most equipment and materials are stored. These areas often are accessed frequently; and when fuel and oil are stored here, the potential for runoff and erosion in these areas may be high.

- Erosion and sediment controls should be installed and maintained to prevent discharge from the site.
- Staging areas for crew, equipment, and materials should be established well away from streams and rivers or highly erodible soils.
- Stationary fuel and oil storage containers should remain within a staging area or another confined area to avoid accidental spills into the stream systems.
- Excess concrete and wash water from trucks and other concrete mixing equipment should be disposed of where this material cannot enter the stream systems.
- If temporary roadways must be built, ensure that roadways are of low gradient with sufficient roadbed and storm water runoff drains and outlets. Containment basins, silt fences, filter strips, etc. should be included for retention of storm water runoff for reducing sediment introduction into natural waterways.

→ Avoid stream crossings. If unavoidable, temporary crossings should be used. Temporary crossings should not restrict or interrupt natural stream flow. If temporary in-channel fill is necessary, culverts of sufficient size should be employed to avoid water impoundment and allow for fish passage.

## Riparian Corridor Management Recommendations

The riparian corridor is the vegetation adjacent to a stream or river. This area is critical to the health and quality of the aquatic environment because of its ability to slow and reduce sediment and chemical runoff into the stream or river channel. A riparian corridor with a minimum width of 100 feet from the edge of the stream or river should be maintained along both sides of streams and rivers.

- Limit clearing of vegetation, including both standing and downed timber, to that which is absolutely necessary for construction purposes.
- Heavy equipment use within the riparian corridor should be restricted to minimize vegetation destruction and compaction of soils. Flagging or fencing areas that are not to be disturbed is helpful in alerting construction personnel.
- General application of pesticides, herbicides, or fertilizers within the riparian corridor should be prohibited to avoid water contamination due to over-spray or runoff. Fertilizer use or spot application of pesticides and herbicides is acceptable if appropriate non-restricted chemicals are used.
- Riparian areas located down slope of construction zones should be physically screened with sediment controls, such as silt fences or filter strips. Sediment controls should be monitored after rain and maintained for the duration of the project.
- All riparian corridors disturbed by the project should be revegetated immediately following or concurrent with project implementation. Appropriate native bottomland or riparian trees, shrubs, and grasses should be planted to ensure long-term stability in areas where the soil erosion threat is not critical. Annual non-native grasses such as rye or wheat may be planted in conjunction with native species to provide short-term erosion control. Areas judged to be subject to immediate soil loss due to steep slopes or other factors causing critical erosion conditions may be planted with non-native mixtures to assure rapid establishment and erosion control.

→ Post-construction evaluation of vegetation establishment should be conducted at one month intervals for at least three months after completion of the project. Any recommended sediment controls should be inspected at these times. If determined beneficial to soil stability and not adversely impacting site function and/or aesthetics, recommended sediment controls should remain permanent.

→ All temporary erosion and sediment controls should be removed (unless removal would cause further disturbance) and properly disposed of within 30 days after final site stabilization is achieved or after temporary practices are no longer needed.

### **Bank and Channel Management Recommendations**

The structure of a bank is an important feature of a stream or river. It defines and provides stability for the channel.

→ Bank stability will vary depending on height, slope, and soil conditions. Project engineers and hydrologists should thoroughly investigate the physical properties and hydrologic record of the proposed site before construction begins.

→ Limit clearing of vegetation, including both standing and downed timber, to that which is absolutely necessary for construction purposes.

→ Projects in which bank alteration is necessary should employ, to the highest degree possible, erosion prevention measures before actual excavation activities begin. These preventative measures should be monitored regularly and maintained for the duration of the project.

→ Use of riprap for stream bank stabilization should be limited to those areas that could experience substantial erosion before adequate vegetation becomes established. The material for the rock blanket should consist of durable stone or broken concrete that is well graded. It is preferable that 40-60 percent of the material be as large as the thickness of the blanket, with enough smaller pieces of various sizes to fill the larger voids. It should not contain more than 10 percent of earth, sand, shale, and non-durable rock. Bank stabilization materials should allow for continuous passage of fish and other aquatic species.

→ No permanent fill materials, other than design-approved structures and related bank stabilization materials, should be placed in the stream channel. Avoid channelization. Excavated materials should not be stored or stockpiled below the high bank.

→ Work should be conducted during low flow periods when possible.

→ Care should be taken to keep machinery out of the waterway as much as possible.

→ Do not alter or remove natural stream features, such as riffles and pools.

→ Large woody debris is an important habitat component of a stream and should not be removed unless absolutely necessary for construction and maintenance purposes.

### **Information Contacts**

For further information regarding regulations for development near streams and rivers, contact:

Missouri Department of Conservation  
Policy Coordination Section  
P.O. Box 180  
2901 W. Truman Blvd.  
Jefferson City, MO 65102-0180  
Telephone: 573/751-4115

Missouri Department of Natural Resources  
Division of Environmental Quality  
P.O. Box 176  
Jefferson City, MO 65102-0176  
Telephone: 573/526-3315

U.S. Army Corps of Engineers  
Regulatory Branch  
700 Federal Building  
Kansas City, MO 64106-2896  
Telephone: 816/983-3990

U.S. Environmental Protection Agency  
Water, Wetlands, and Pesticides Division  
901 North 5th Street  
Kansas City, KS 66101  
Telephone: 913/551-7307

U.S. Fish and Wildlife Service  
Ecological Services Field Office  
608 E. Cherry Street, Room 200  
Columbia, MO 65201  
Telephone: 573/876-1911

### **Disclaimer**

These Best Management Practices were prepared by the Missouri Department of Conservation with assistance from other state agencies, contractors, and others to provide guidance to those people who wish to voluntarily act to protect wildlife and habitat. Compliance with Best Management Practices is not required by the Missouri wildlife and forestry law nor by any regulation of the Missouri Conservation Commission. Other federal, state or local laws may affect construction practices.

## **MEASUREMENT & PAYMENT**

No direct payment will be made for obtaining the required clearances for borrow areas. An adjustment in contract time will be considered for any delay caused by receiving the required clearances if the delay cannot be avoided by changing borrow sites.

### **D. COORDINATION BETWEEN OWNER AND CONTRACTOR**

The Contractor shall notify the engineer at 24 to 48 hours prior to beginning the following construction activities.

- A. Removal of Bridge
- B. Structure Layout
- C. Pile Driving
- D. Excavation & Backfilling
- E. Placement of Concrete
- F. Construction of Mechanically Stabilized Fill System
- G. Placement of Rock Blanket & Geotextile Fabric
- H. Placement of Embankment
- I. Placement of Base Rock
- J. Paving Operations

### **E. LANDOWNER REQUIREMENTS**

**1.0 Description.** This provision contains general construction requirements requested by the adjacent landowner.

**2.0 Construction Requirements.**

**2.1**

**2.2**

**2.3**

**2.4** Areas disturbed as a result of this provision shall be restored according to Section 01590 of the Technical Specifications.

**4.0 Method of Measurement.** No measurement will be made.

**5.0 Basis of Payment.** Payment for the above described work will be considered completely covered by the contract lump sum price for "Restoration".

## F. UTILITIES

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required</u> <u>Adjustment</u>
Boone Electric Cooperative 1413 Rangeline Street Columbia, MO 65205 Contact: Doug Gardner O – 573-449-4181	Yes (See note below)
Consolidated Public Water Supply District #1 1500 N. 7 <sup>th</sup> Street Columbia, MO 65261 Contact: Chad Henry O-573-449-8723	Yes (See note below)
Ameren Missouri 210 Orr Street Columbia, MO 65201 Contact: Bruce Darr O-573-876-3030	No (See note below)
Charter Communications 1510 Boone Industrial Drive Columbia, MO 65202 Contact: Ted Spradlin O-573-397-4265	Yes (See note below)
Centurylink 625 Cherry Street Columbia, MO 65201-4819 Contact: Duane McGee O-573-886-3503	Yes (See note below)

Boone Electric has completed relocation of their line to the west side of the roadway to avoid conflict with construction.

Consolidated Public Water Supply District #1 will abandon existing 3" waterline and connect to the existing 12" waterline that is outside of the construction limits. This work has been completed.

Ameren Missouri gas line is at a sufficient depth that it will not be in the way of construction. However, it is the contractors responsibility to contact Ameren prior to any construction activities to coordinate Ameren being on site to monitor construction around the existing gas line.

Charter Communications is on shared poles with Boone Electric and will be relocated with Boone Electric services.

Centurylink is on shared poles with Boone Electric and will be relocated with Boone Electric services.

**<Remainder of Page Intentionally Left Blank>**

**1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Owner at this time. This information is provided by the Owner "as-is" and the Owner expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the County shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3.

The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

**1.3** The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the County and its Engineer from damages to any utility facilities interruption of service by it or its subcontractor's operation.

**2.0** It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

## G. PRE-FABRICATED SUPERSTRUCTURE

The superstructure for this project shall be pre-engineered, prefabricated components that are made off site using high quality materials under proven quality control/quality assurance oversight. The components shall be transported to the site, erected, assembled, and finished to provide a smooth, consistent driving surface with consistent cross slope. The finished product shall not pond water on the individual components nor any grout joints that may connect the individual components.

Submittals for this project shall include detailed fabrication drawings, recommended changes to the abutment caps or intermediate pile caps, structural calculations, and load rating calculations for HS20 Inventory-2 Lane, HS20-Operating-2 Lane, H20 Posting-1 Lane, and 3S2 Posting-1 Lane. All load rating calculations shall be in accordance with the load rating requirements of MoDOT for off-system bridges. The pre-fabricated superstructure calculations shall show HS20-Inventory-2 Lane ratings of at least 36 Tons, and the bridge shall not require load posting due to the use of any pre-engineered/pre-fabricated components. The components shall be cambered to offset dead load deflections. The submittals shall include concrete test reports and mill certifications with statements and documentation that satisfy the Buy America requirements. The pre-engineered/pre-fabricated superstructure shall provide at least 24'-0" between the face of the SL-1 rail.

The bridge sub-structure is designed for precast concrete channel beams with heights shown on the plans. However, the contractor is encouraged to fully research all pre-engineered and prefabricated systems and propose the use of a proven product that will be the most cost effective and provide a service life of at least 75 years. The system shall be proven and the contractor shall provide (from the fabricator) a listing of other projects where the components have been used before along with project contact information. The system shall utilize a grouted, reinforced longitudinal joint. The grout shall have a broom finish and curing according to the manufacturers recommendations. All reinforcing steel in the precast unit shall be epoxy coated. The concrete used for the precast units shall have a minimum compressive strength of 5000 psi and contain a synthetic fiber additive in quantity recommended by the manufacturer in order to provide resistance to shrinkage cracks and enhance flexural toughness. The concrete should also include an additive that inhibits corrosion of the reinforcing steel by slowing/preventing the penetration of the concrete by water & chlorides and adsorbing to the reinforcing steel to provide a barrier resistance to corrosive elements.

The substructure of this bridge can be easily modified to accept a variety of systems and the contractor is responsible for proposing (in drawing form) any changes needed to fit his proposed system. The Owner must approve the changes prior to implementation.

A representative from the fabricator SHALL be on-site during the erection, assembly, and finishing work related to the pre-engineered, prefabricated, superstructure. This representative shall provide guidance on proper handling, erection, assembly, as well as guidance on how to deal with variations in camber from one component to another.

There will be no direct measurement of this item except to measure the finished width between the rail faces.

The Lump Sum bid item for each span shall be full compensation to furnish and install all pre-engineered/pre-fabricated components complete. All materials And workmanship shall meet the requirements of the MoDOT Standard Specifications 2011.

No additional compensation will be provided for additional engineering, materials, labor, or any costs related to modifying the bridge to accept a different superstructure system.

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## **H. ANCHOR BOLT PLACEMENT DETERMINATION**

**1.0 Description** This work consists of determining the location of the anchor bolt holes in the precast beams in relation to all flexural and shear reinforcement in all abutments and piers.

**2.0 Construction Requirements** In the event of conflict between an anchor bolt location and reinforcement, the reinforcing steel shall be moved to avoid any anchor bolt locations. Any changes in rebar location or position by the contractor shall be brought to and approved by the engineer.

**2.1** The holes for anchor bolts will be field drilled into the substructure based on the locations cast into the precast beams and shall likewise avoid any existing flexural or shear reinforcement.

**2.2** The diameter of the holes and the embedment lengths shall be as recommended by the manufacturer of the precast beams or as shown on the plans. It is expected that 1-2 anchor bolt locations will be provided per each end of the precast beam.

**2.3** The term "avoid" in this particular provision refers to clearing the existing reinforcement locations by a minimum of  $\frac{1}{4}$ ".

**3.0 Method of Measurement.** No measurement will be made.

**4.0 Basis of Payment.** Payment for the above described work will be considered completely covered by the contract unit price for "Pre-Engineered Superstructure".

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## I. MECHANICALLY STABILIZED FILL SYSTEM

**1.0 Description.** Work shall consist of furnishing materials and the construction of a Mechanically Stabilized Fill (MSF) System meeting the approval of the owner.

**2.0 Prequalification Geotextile.** All geotextile fabric shall be prequalified and approved before the contract is awarded. To apply for prequalification or prequalification requirements, the supplier or manufacturer shall submit a request to the owner along with certification that the geotextile has a wide width tensile strength of 2400 lbs per foot in both directions as per ASTM D6637 (or ASTM D-4595).

**3.0 Granular Fill Material.** Granular fill material for MSF shall conform to the following requirements.

**3.1** Granular fill material shall be clean and crushed angular stone with a maximum grain size of 2 inches and conforming to the following gradation limits:

Sieve Size	Percent Passiflg
1/2 inch	100
3/8 inch	90-100
No.4	20-55
No.8	5-30
No. 16	0-10
No. 50	0-5

Granular fill material meeting the open-graded backfill specifications of AASHTO No. 89 or AASHTO No. 67 are also acceptable.

**3.2** The Plasticity Index, as determined by AASHTO T-90, shall not exceed 6.

**3.3** The angle of internal friction for the granular fill material shall be no less than 38 degrees. No testing will be required if the granular fill consists entirely of crushed limestone. When testing is required, testing shall be in accordance with Sec 1010.3.5.

**3.4** The material shall substantially be free of shale or other soft, poor durability particles and shall have a magnesium sulfate soundness loss of less than 30 percent after four cycles (or a sodium value less than 15 percent after five cycles) as determined by AASHTO T-104.

**3.5** Backfill materials shall meet the following electrochemical requirements in accordance with Sec. 1010.

**3.6** The contractor shall furnish to the owner a Certificate of Compliance certifying the selected granular fill material complies with this section of the specifications. A copy of test results from an approved laboratory testing the material for all of the above requirements shall also be furnished to the owner. Tests shall apply

specifically to the material being used and shall not be more than twelve months old, if previously tested for another job and still applicable.

3.7 Acceptance will be based on the Certificate of Compliance, accompanying test reports, and any applicable tests performed by the owner or its representative.

#### **4.0 Construction Requirements.**

4.1 Delivery, storage, and handling of all MSF materials shall comply with requirements set forth in the Missouri Standards Specifications for Highway Construction.

4.2 Subgrade surfaces beneath the MSF Systems shall be level, free from deleterious materials, loose or otherwise unsuitable soils. Prior to placement of geotextile and granular fill material, the subgrade shall be proof-rolled to provide a uniform and firm surface. Any soft areas, as determined by the owner, shall be excavated and replaced with suitable compacted materials. Foundation surface shall be inspected and approved by the owner prior to fill placement. Benching the backcut into competent soil is recommended to improve stability.

4.3 Geotextile fabric shall be installed within layers of the compacted granular fill material in accordance with the manufacturer's recommendations and as shown on the plans. Geotextile is to extend the lengths as shown on the plans unless otherwise directed by the owner. Any required laps of geogrid (or geotextile) to cover each lift of granular fill shall be done in accordance with the manufacturer's recommendations.

4.4 Backfill shall be placed, spread, and compacted in such a manner to minimize the development of wrinkles and/or displacement of the geotextile. Granular soils shall be compacted in a maximum loose lift thickness of 12 inches. The top layer of the geotextile shall be 2 to 4 inches below the asphalt base course. Backfill shall be compacted to at least 95 percent of the maximum density determined in accordance with AASHTO T-99. With the approval of the owner, density testing of the granular fill material can be omitted if sufficient density is achieved with 3 to 5 passes of a walk-behind vibratory plate compactor within 3 feet of the fill face and by a ride-on vibratory roller in other areas. Backfill shall be graded away from the slope crest and rolled at the end of each work day to prevent ponding of water on surface of the MSF. Tracked construction equipment shall not be operated directly upon the geotextile. A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geotextile. Turning of tracked vehicles shall be kept to a minimum to prevent tracks from displacing the fill and the geotextile. If approved by the owner and subject to satisfactory performance, rubber-tired equipment may pass over the geotextile at speeds no greater than 10 mph. Sudden braking and sharp turning shall be avoided. Separation geotextile meeting Sec 1011 requirements shall be used as directed by the owner to encapsulate the MSF Systems when the geogrid is deemed incapable of suitably

retaining the granular fill.

**5.0 Method of Measurement.**

**5.1** Measurement of Mechanically Stabilized Fill (MSF) System is on a lump sum basis. The estimated quantities shown on the plans are shown for informational purposes. The contractor should develop an independent analysis of materials and work effort required to construct the MSF system as shown on the plans and outlined in the Special Provisions.

**6.0 Basis of Payment.** Payment shall cover all MSF materials and installation. Excavation of any unsuitable materials, as directed by the owner will have no direct payment. The MSF system will be paid for at the contract lump sum price for Mechanically Stabilized Fill System.

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**J. RECYCLED BRIDGE MATERIAL**

**1.0 Description.** The contractor shall have the option of using concrete rubble from the existing bridge in lieu of or as part of the quantity of Type 2 Rock Blanket.

**2.0 Construction Requirements.** This work shall be in accordance with Sec 611.30 as directed by the owner and shall conform to the plans for Type 2 Rock Blanket. All concrete pieces shall be free of exposed rebar. Any concrete rubble determined by the owner to be unsuitable or excess shall become the property of the contractor or shall be disposed of in accordance with Sec. 216.

**3.0 Method of Measurement.** No final measurement of Furnishing Type 2 Rock Blanket will be made. The method of measurement for Placing Type 2 Rock Blanket will be in accordance with Sec 611.30.4.

**4.0 Basis of Payment.** The basis of payment for Furnishing Type 2 Rock Blanket will be based on the plan quantity as specified in the contract regardless of where the material is obtained. The basis of payment for Placing Type 2 Rock Blanket will be in accordance with Sec 611.30.5

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**K. MATERIAL CERTIFICATION AND TESTING**

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. 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, ANWA, 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.

Written certification for all materials shall be provided to the owner at least ten (10) days prior to subject material being incorporated into the work. The certification shall state the type, source, quantity, and other applicable information of the material and shall state that the material being supplied meets all provisions of the contract documents. This certification shall be signed by a responsible individual of the supplier.

Job control tests may be run by the owner or its representative as the work progresses to assure the owner that the project is constructed in compliance with the applicable specifications. Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples. These inspections and job control tests and samples will be performed by the owner, at no expense to the contractor.

The lack of supervision or inspection by the owner shall not relieve the contractor of the responsibility to construct the project according to the plans and specifications.

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**L. SUBSURFACE – GEOTECHNICAL REPORT**

The report containing the soil boring data and foundation recommendations is being provided with this section, in the following pages.

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# Geotechnical Engineering Report

Boone County Bridge No. 5020005

Columbia, Missouri

August 26, 2013

Terracon Project No. 09135254

Prepared for:

Benton & Associates, Inc.

Kirksville, Missouri

Prepared by:

Terracon Consultants, Inc.

Columbia, Missouri

Offices Nationwide  
Employee-Owned

Established in 1985  
[terracon.com](http://terracon.com)

# Terracon

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

August 26, 2013



Benton & Associates, Inc.  
2414 South Franklin Street  
Kirksville, Missouri 63501

Attn: Mr. Shannon J. Howe, P.E., S.E.  
P: [660] 665 3575  
M: [660] 651 1582  
E: showe@bentonassociates.com

Re: Geotechnical Engineering Report  
Boone County Bridge No. 5020005  
Columbia, Missouri  
Terracon Project Number: 09135254

Dear Mr. Howe:

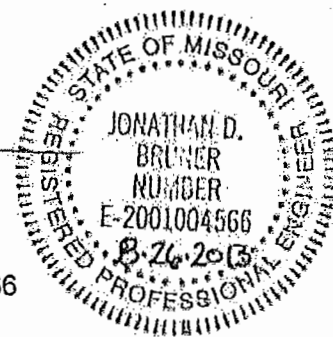
Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above referenced project. This study was performed in general accordance with our proposal number D0913167 dated June 5, 2013. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,  
Terracon Consultants, Inc.

Travis J. Kassebaum, E.I.  
Project Manager

Jonathan D. Bruner, P.E.  
Senior Geotechnical Engineer  
Missouri PE No. E-2001004566



Enclosures  
cc: 1 - Client (PDF)  
1 - File

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Exhibit A-1	Site Location Map
Exhibit A-2	Geologic Map
Exhibit A-3	Boring Location Diagram
Exhibit A-4	Field Exploration Description
Exhibit A-5 & A-6	Boring Logs

### APPENDIX B – SUPPORTING INFORMATION

Exhibit B-1	Laboratory Testing
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**APPENDIX C – SUPPORTING DOCUMENTS**

Exhibit C-1	General Notes
Exhibit C-2	Unified Soil Classification System
Exhibit C-3	General Notes – Description of Rock Properties

## EXECUTIVE SUMMARY

A geotechnical investigation has been performed for the proposed bridge to be located on Hill Creek Road at the Little Bonne Femme Creek crossing approximately 2 miles south of Columbia, Missouri. Two (2) borings, designated B-1 and B-2, were performed to depths of approximately 26½ feet and 24½ feet respectively, below the existing ground surface near the proposed north and south abutment locations.

Based on the information obtained from our subsurface exploration, the site can be developed for the proposed project. The following geotechnical considerations were identified:

- The proposed bridge can be supported by the Geosynthetic Reinforced Soil Integrated Bridge System (GRS-IBS) or a deep foundation system consisting of steel piles driven to practical refusal within bedrock encountered in Borings B-1 and B-2 at depths of approximately 26½ feet and 24½ feet, respectively.
- Very soft and soft native soils were encountered in the borings on this site. New fills greater than 3 feet in thickness should be monitored for movement prior to constructing settlement sensitive structures atop them.
- Assuming proper site preparation and construction practices, total and differential settlement of foundations should be less than about ¾ inch.
- The 2010 American Association of State Highway and Transportation Officials (AASHTO) seismic site classification for this site is D.
- Close monitoring of the construction operations discussed herein will be critical in achieving the design subgrade support. We therefore recommend that Terracon be retained to monitor this portion of the work.

This summary should be used in conjunction with the entire report for design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The section titled **GENERAL COMMENTS** should be read for an understanding of the report limitations.

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**GEOTECHNICAL ENGINEERING REPORT  
BOONE COUNTY BRIDGE NO. 5020005**

**COLUMBIA, MISSOURI**  
Terracon Project No. 09135254  
August 26, 2013

## 1.0 INTRODUCTION

A geotechnical investigation has been performed for the proposed bridge to be located on Hill Creek Road at the Little Bonne Femme Creek crossing approximately 2 miles south of Columbia, Missouri. Two (2) borings, designated B-1 and B-2, were performed to depths of approximately 26½ feet and 24½ feet respectively, below the existing ground surface near the proposed north and south abutment locations. Logs of the borings along with a site location map, geologic map, and a boring location diagram are included in Appendix A of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- subsurface soil conditions
- groundwater conditions
- earthwork
- foundation design and construction
- lateral earth pressures
- seismic considerations

## 2.0 PROJECT INFORMATION

### 2.1 Project Description

Item	Description
Site layout	See Appendix A, Exhibit A-3: Boring Location Diagram
Structure	The proposed Boone County Bridge No. 5020005 is to be a single-span structure approximately 50 to 75 feet in length, located along the existing roadway alignment. We understand that the Geosynthetic Reinforced Soil Integrated Bridge System (GRS-IBS) is being considered to support the bridge.
Maximum foundation loads	Unknown at the time this report was prepared.
Grading	Unknown. For the purpose and scope of this report, we have estimated that site grading will be limited to approximately 5 feet of cut and/or fill.

Item	Description
Cut and fill slopes	Unknown at the time this report was prepared. Assumed to be no steeper than 3:1 (Horizontal to Vertical). Slope stability analysis is not included as part of the scope of this geotechnical engineering report. We would be pleased to provide a proposal for these services upon request.
Retaining walls	We anticipate the abutments of the proposed bridge could include reinforced concrete walls with unbalanced backfill levels on opposite sides.

**2.2 Site Location and Description**

Item	Description
Location	Bridge No. 5020005 on Hill Creek Road at its crossing of Little Bonne Femme Creek, approximately 2 miles south of Columbia, Missouri.
Current ground cover	Existing bridge
Existing topography	Relatively level with the exception of the creek banks sloping down from the north and south toward the channel.

**3.0 SUBSURFACE CONDITIONS**

**3.1 Geology**

Most of the upland area is covered by a thin loess blanket and glacial drift. Highly plastic clays that exhibit volume change with variations in moisture are commonly encountered near the ground surface.

Based on the 2003 Geologic Map of Missouri, Missouri Department of Natural Resources, bedrock at this site consists primarily of the Pennsylvanian aged Cherokee Group (Pc), and the Mississippian aged Sedalia formation (Mk) and Burlington formation (Mo). The Cherokee Group is predominantly shale with minor amounts of carbonates and sandstone. This group contains most of the mineable coal beds in Missouri. The Sedalia formation is part of the Kinderhookian series, and contains silty lime mudstone to calcisiltite with abundant white to blue-gray chert.

The Burlington formation is characteristically a white to gray, medium to coarsely crystalline, medium to coarsely crinoidal, chert free to sparsely cherty limestone. Solution features, including caves and sinkholes, are commonly present in this formation. A large cluster of sinkholes are known to exist approximately 1 mile to the east of the project site.



It is difficult to predict future sinkhole activity. Sinkholes and caves in this area are in various stages of development and can appear at any time. Site grading and drainage may alter site conditions and could possibly cause sinkholes in areas that have no history of this activity.

### 3.2 Typical Profile

Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

Stratum	Approximate Depth to Bottom of Stratum (feet) <sup>1</sup>	Material Description	Consistency/ Density
Surface	4 to 5	Fill – Mixture of Gravel, Sand, and Clay	N/A
1	13.5	Lean Clay (CL) and Fat Clay (CH) containing varying amounts of silt, sand, and gravel	Very soft to soft
2	18½ to 23½	Sand and Gravel with trace amounts of clay	Medium dense
3	23½ to 25	Lean Clay (CL) containing varying amounts of sand and gravel	Soft to stiff
4	Undetermined <sup>1</sup>	Weathered Limestone <sup>2</sup>	N/A

1. Borings B-1 and B-2 were terminated upon auger and split-spoon sampler refusal within this stratum at depths of approximately 26½ feet and 24½ feet, respectively.
2. This material description is based upon available auger cuttings and knowledge of the local geology.

Conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in situ, the transition between materials may be gradual. Details for each of the borings can be found on the boring logs in Appendix A of this report.

### 3.3 Groundwater

Since rotary wash boring techniques were used, and thus drilling fluids were introduced, below a depth of 5 feet, a meaningful groundwater level was not able to be determined in boring B-1. Groundwater was not observed in boring B-1 prior to starting rotary wash boring methods. Groundwater was observed in Boring B-2 at a depth of approximately 14 feet while sampling. A relatively long period of time can be necessary for a groundwater level to develop and stabilize in a

borehole. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels.

Fluctuations of the groundwater level can occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

## **4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION**

### **4.1 Earthwork**

#### **4.1.1 Site Preparation**

Prior to placing any fill, all vegetation, topsoil and any unsuitable material should be removed from the construction areas. Wet or dry material should either be removed or moisture conditioned and recompacted. After stripping and grubbing, the subgrade should be proof-rolled to aid in locating loose or soft areas. Proof-rolling can be performed with a loaded tandem axle dump truck. Soft, dry and low-density soil should be removed or compacted in place prior to placing fill.

Where fill is placed on existing slopes steeper than 5H:1V (Horizontal to Vertical), benches should be cut into the existing slopes prior to fill placement. The benches should have a minimum vertical face height of 1 foot and a maximum vertical face height of 3 feet and should be cut wide enough to accommodate the compaction equipment. This benching will help provide a positive bond between the fill and natural soils and reduce the possibility of failure along the new structural fill/existing spill slope interface. Furthermore, we recommend that fill slopes be overfilled and then cut back to develop an adequately compacted slope face.

#### **4.1.2 Settlement and Monitoring**

Soft and very soft native soils were encountered in the borings on this site. These native soils are anticipated to consolidate (i.e., compress) when additional fill is placed to raise the existing grade.

Due to the potential for settlement, new fill should be placed far in advance of the elements it will support to allow a significant amount of the anticipated settlement to occur. The settlement of the new fill should be monitored with surface settlement measurement devices placed in at least 2 locations in each area where new fill thicknesses are in excess of about 3 feet.

### 4.1.3 Material Types

Compacted structural fill should meet the following material property requirements:

Fill Type <sup>1</sup>	USCS Classification	Acceptable Location for Placement
Lean clay	CL (LL<40)	All locations and elevations
Lean to fat clay <sup>2</sup>	CL/CH (40<LL<50)	All locations and elevations
Fat clay <sup>2</sup>	CH (LL≥50)	Not recommended
Well graded granular	GM <sup>3</sup>	All locations and elevations

1. Compacted structural fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the Terracon for evaluation. On-site soils generally appear suitable for use as fill.
2. Delineation of moderately to highly plastic clays should be performed in the field by a qualified geotechnical engineer or their representative, and could require additional laboratory testing.
3. Similar to MoDOT Type 5 crushed limestone aggregate. If frost heave is not a concern, then MoDOT Type 1 crushed limestone aggregate, limestone screenings or granular material such as sand, gravel or crushed stone containing at least 18% low plasticity fines may also be used. Material should be approved by the geotechnical engineer.

Bridge abutment walls often have relatively thick sections of backfill adjacent to them. This backfill often settles due to self-weight and the repetitive loading of traffic, causing bump at the ends of the bridge. Using granular backfill, instead of clay, will typically reduce this settlement.

### 4.1.4 Compaction Requirements

Item	Description
Fill Lift Thickness	9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used
	4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used
Compaction Requirements <sup>1</sup>	At least 95% of the material's maximum standard Proctor dry density (ASTM D 698)
Moisture Content – Cohesive Soil	Within the range of optimum moisture content to 4% above optimum moisture content as determined by the standard Proctor test at the time of placement and compaction
Moisture Content – Granular Material	Workable moisture levels <sup>2</sup>

1. We recommend that compacted structural fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.  
  
As stated within ASTM D698, this procedure is intended for soils with 30% or less material larger than ¾" sieve. Accordingly, we recommend full time proof roll observation be performed instead of moisture density testing for materials containing more than 30% aggregate retained on the ¾" sieve.
2. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

#### 4.1.5 Utility Trench Backfill

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 inches of cohesive fill to reduce the infiltration and conveyance of surface water through the trench backfill.

#### 4.1.6 Earthwork Construction Considerations

Due to the proximity to the adjacent creek, unstable subgrade conditions could be encountered during general construction operations, particularly if the soils are wet or subjected to repetitive construction traffic. The use of light construction equipment would aid in reducing subgrade disturbance. The use of remotely operated equipment, such as a backhoe, would be beneficial to perform cuts and reduce subgrade disturbance. Should unstable subgrade conditions develop, stabilization measures will need to be employed.

Potential methods for stabilizing unstable subgrade conditions include:

- ☐ Placement of shot rock. Shot rock should consist of 6-inch minus material with less than 5% fines (material finer than the #200 sieve) and be worked into the unstable soils until stability is achieved;
- ☐ Placement of geogrid and base rock;
- ☐ Chemical stabilization utilizing lime, fly ash, or Portland cement; or
- ☐ Overexcavate until stable conditions are encountered. This option may require dewatering.

We recommend including a unit rate bid item for each option listed above, and recommend the owner budget for some form of subgrade stabilization.

As a minimum, all temporary excavations should be sloped or braced as required by Occupational Safety and Health Administration (OSHA) regulations to provide stability and safe working conditions. Temporary excavations will probably be required during grading operations. The grading contractor, by his contract, is usually responsible for designing and constructing

stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards.

It is recommended that all exposed earth slopes be seeded to provide protection against erosion. Seeded slopes should be protected with erosion mats until the vegetation is established.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade.

## 4.2 Foundations

The proposed bridge replacement can be supported on a Geosynthetic Reinforced Soil Integrated Bridge System (GRS-IBS) or a deep foundation system consisting of steel HP piles driven to practical refusal within suitable bedrock. Design recommendations are presented in the following paragraphs.

### 4.2.1 Geosynthetic Reinforced Soil Integrated Bridge System (GRS-IBS) Design Recommendations

The GRS-IBS should conform to the Federal Highway Administration (FHWA) *Geosynthetic Reinforced Soil Integrated Bridge System Interim Implementation Guide* (Publication No. FHWA-HRT-11-026). These systems are generally suitable for single span bridges, typically with less than a 100-foot span and an abutment height less than 30 feet. The abutments are constructed with layers of compacted crushed stone separated by geosynthetic reinforcement and faced with concrete blocks.

To reduce settlement and improve constructability, we recommend that the GRS-IBS bear on the sand and gravel encountered at about 13½ feet below grade in the borings. Construction of the GRS-IBS atop the soft to very soft lean clays will be difficult.

Internal stability analyses should conform to the latest design methodology accepted for use by the FHWA or AASHTO. Since these analysis procedures are based on the use of drained strength parameters, the backfill used for the GRS-IBS should be a drainable, granular material conforming to the assumptions of the analysis. Cohesive soil or granular material containing high amounts of fines are not considered drainable and should not be allowed in the geosynthetic reinforced zone, unless provisions are made to provide backslope and surface drainage that would prevent water from entering the backfill. Both AASHTO and FHWA design

methods specify that reinforced backfill materials contain less than 15 percent passing the No. 200 sieve (by weight). The designer should state in the construction specifications the backfill material description and design strength parameters so that unsuitable materials are not allowed in the backfill zones during construction.

Global stability of the wall system should be analyzed using both drained and undrained strength parameters. Unless laboratory testing is performed on the site soils to confirm, parameters used in the analysis should not exceed those given in the following table for the native and fill materials encountered, or anticipated to be placed behind the reinforced zone for the project. These parameters are based on limited laboratory testing performed as part of this study and our experience with similar materials. Confirmatory testing is recommended. We recommend that the designer be required to provide the global stability analyses based on the planned final cross-sections, including the topography above and below the abutments, using the generalized subsurface stratigraphy discussed in this report.

**Strength Parameters**

Soil Type	Total Unit Weight (pcf)	Total Stress (Undrained) Parameters		Effective Stress (Drained) Parameters	
		$c_{ui}$ , psf	$\phi$ , degrees	$c'$ , psf	$\phi'$ , degrees
GRS-IBS backfill <sup>1</sup>	125	0	34	0	34
New engineered clay fill (CL)	120	1,000	0	0	26
Native lean clays	120	500	0	0	26
Native sand and gravel	120	0	34	0	34

1. Estimated based upon the assumption that a relatively clean (less than 15% fines) and densely-graded crushed stone will be used as reinforced backfill. We recommend the wall designer confirm this friction angle, based upon the properties of the reinforced backfill specified.

#### 4.2.2 GRS-IBS Construction Considerations

We recommend full-time observation and testing by qualified geotechnical personnel during construction of the GRS-IBS.

It should be noted that GRS-IBSs will yield laterally and settle vertically to some degree during and after construction. This can result in both horizontal and vertical movement of the reinforced zone and retained backfill. We recommend that placement of the bridge deck supports be delayed until the majority of settlement has occurred. Survey points in the top of the GRS-IBS can be surveyed to determine when most of the settlement has occurred.

It will be important for proper performance of the system that site grades divert water away from the face of the abutments, reinforced backfill, and surrounding soils during construction and throughout the life of the structure. Surface water allowed to infiltrate these areas will impact performance. Provisions should be made to prevent erosion at the toe of the abutment walls and on the supporting slope faces.

Maintenance persons and contractors performing construction in the area of the GRS-IBS should be cautioned about trenching or construction in the reinforced zones that could result in damage of the reinforcement. Future construction could also alter drainage or loading conditions.

#### 4.2.3 Driven Pile Design Recommendations

Description	Value
Nominal bearing resistance ( $R_{nstat}$ )	Varies based on pile type <sup>1</sup>
Bearing resistance factor for static analysis ( $\Phi_{stat}$ )	0.45
Approximate total settlement <sup>2</sup>	< 3/4 inch
Bearing resistance factor for dynamic analysis (pile acceptance) ( $\Phi_{dyn}$ )	Wave Equation: 0.50 FHWA Gates Formula: 0.40 Engineering News (EN): 0.10
Driven resistance factor for steel piles ( $\Phi_{da}$ )	1.0

1. If driven to practical refusal, the stress of the pile cross section would control the pile capacity. Bearing capacity of the foundation element would be based upon the cross-sectional area of the pile and the allowable stress of the steel. A larger pile section would have a higher capacity. For example, using 36 ksi steel, the nominal compression resistance of an HP 10x42 pile would be 223 tons. Using 50 ksi steel the nominal compression resistance would be 310 tons.
2. For driven pile foundations designed and constructed as recommended in this report, in addition to elastic shortening of the pile material.

#### 4.2.4 Driven Pile Construction Considerations

Relatively competent limestone bedrock was encountered at depths of approximately 24½ and 26½ feet below the surface. The quality and depth of the bedrock may vary and several feet of pile penetration into bedrock may be required to achieve practical pile refusal. Therefore, we recommend that point reinforcement and/or flange stiffening be considered to protect pile tips from damage during potential hard driving conditions which may occur as the design capacity is being obtained. Care should be taken not to overdrive and damage the piles during installation. The contractor should be prepared to cut or splice piles, as necessary. Actual pile lengths will likely vary.

Frost action beneath pile caps and grade beams can cause uplift loads on the piles. To avoid the potential uplift loads, the base of the caps and grade beams should extend a minimum of 36 inches below the lowest adjacent outside grade.

We recommend that pile installation be observed by the geotechnical engineer, appropriate design professional, or their representative. In order for the pile to develop its design capacity, measurements and observations should be made to ascertain that the pile tip elevation is within the recommended bearing stratum. Pile foundations designed and constructed as recommended in this report should be expected to experience total and differential settlements of less than approximately 3/4 inch, in addition to elastic shortening of the pile material.

#### 4.2.5 Settlement Monitoring

We anticipate that the new bridge and/or roadway may require fill. The soft to very soft native soils encountered in the borings on this site are expected to consolidate due to the weight of the new fill. Sufficient time will need to be allowed between the placement of fills and the overlying construction. Areas requiring the thicker fill depths can be prone to settlement as the lower portions of the new fill compress under the fill self-weight, and consolidation of underlying native clay soils also occurs. Settlement monitoring devices can be planned and implemented during construction to evaluate areas of new fill. The settlement monitoring should be reviewed by the geotechnical engineer to confirm that the rate of settlement has decreased to tolerable values.

#### 4.3 Seismic Considerations

Code Used	Site Classification
AASHTO LRFD Bridge Design Specifications <sup>1</sup>	D <sup>2</sup>

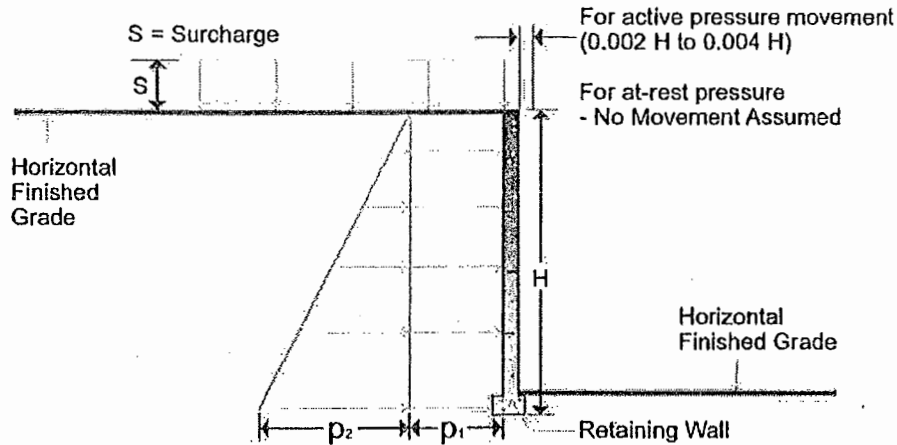
1. In general accordance with the 2010 AASHTO LRFD Bridge Design Specifications, Fifth Edition, Section 3.10.3.1.
2. The AASHTO code requires a site soil profile extending a depth of 100 feet be considered for seismic site classification. The current scope requested does not include exploration to a depth of 100 feet. Borings for this project extended to a maximum depth of approximately 26½ feet and this seismic site coefficient assignment considers that similar or stiffer material continues below the maximum depth of the subsurface exploration. Additional exploration to greater depths could be considered to confirm the conditions below the current depth of exploration.

#### 4.4 Lateral Earth Pressures

Reinforced concrete walls with unbalanced backfill levels on opposite sides should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-



standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.



**Earth Pressure Coefficients**

Earth Pressure Conditions	Coefficient for Backfill Type	Equivalent Fluid Density (pcf)	Surcharge Pressure, $p_1$ (psf)	Earth Pressure, $p_2$ (psf)
Active ( $K_a$ )	Granular - 0.33	40	(0.33)S	(40)H
	Lean Clay - 0.42	50	(0.42)S	(50)H
At-Rest ( $K_o$ )	Granular - 0.46	55	(0.46)S	(55)H
	Lean Clay - 0.58	70	(0.58)S	(70)H
Passive ( $K_p$ )	Granular - 3.0	360	---	---
	Lean Clay - 2.4	290	---	---

Applicable conditions to the above include:

- For active earth pressure, wall must rotate about base, with top lateral movements of about 0.002 H to 0.004 H, where H is wall height
- For passive earth pressure to develop, wall must move horizontally to mobilize resistance
- Uniform surcharge, where S is surcharge pressure
- In-situ soil backfill weight a maximum of 120 pcf
- Horizontal backfill, compacted at 95% to 98% of the standard Proctor maximum dry density
- Loading from heavy compaction equipment not included
- No hydrostatic pressures acting on wall
- No dynamic loading
- No safety factor included in soil parameters

- Ignore passive pressure in frost zone

Backfill placed against structures should consist of granular soils or low plasticity cohesive soils. For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45, 45 and 60 degrees from vertical for the active, at-rest, and passive cases, respectively. To calculate the resistance to sliding, a value of 0.32 or 0.45 should be used as the ultimate coefficient of friction between the footing and the underlying soil or intact bedrock, respectively.

A perforated rigid plastic or metal drain line installed behind the base of walls that extend below adjacent grade is recommended to prevent hydrostatic loading on the walls. The invert of a drain line around a retaining wall should be placed near foundation bearing level. The drain line should be sloped to provide positive gravity drainage or to a sump pit and pump. The drain line should be surrounded by clean, free-draining granular material having less than 5 percent passing the No. 200 sieve. The free-draining aggregate should be encapsulated in a filter fabric. The granular fill should extend to within 2 feet of final grade, where it should be capped with compacted cohesive fill to reduce infiltration of surface water into the drain system.

As an alternative to free-draining granular fill, a pre-fabricated drainage structure may be used. A pre-fabricated drainage structure generally consists of a plastic drainage core or mesh which is covered with filter fabric to prevent soil intrusion and fastened to the wall prior to placing backfill.

If proper drainage is not possible, then combined hydrostatic and lateral earth pressures should be calculated for lean clay backfill using an equivalent fluid weighing 90 and 100 pcf for active and at-rest conditions, respectively. For granular backfill, an equivalent fluid weighing 85 and 90 pcf should be used for active and at-rest, respectively. These pressures do not include the influence of surcharge, equipment loading, which should be added. Heavy equipment should not operate within a distance closer than the exposed height of retaining walls to prevent lateral pressures more than those provided.

## **4.5 Pavements**

Uncontrolled fill is present on this site. Removal of uncontrolled fill and any unsuitable soil below pavement areas, and replacement with properly compacted structural fill is recommended. The uncontrolled fill should be reworked and recompacted where encountered below proposed pavement areas.

### **4.5.1 Subgrade Preparation**

On most project sites, the site grading is accomplished relatively early in the construction phase. Fills are placed and compacted in a uniform manner. However, as construction proceeds,

excavations are made into these areas, rainfall and surface water saturates some areas, heavy traffic from concrete trucks and other delivery vehicles disturbs the subgrade and many surface irregularities are filled in with loose soils to improve stability temporarily. As a result, the pavement subgrades, initially prepared early in the project, should be carefully evaluated as the time for pavement construction approaches.

We recommend the moisture content and density of the top 9 inches of the subgrade be evaluated and the pavement subgrades be proofrolled within two days prior to commencement of actual paving operations. Areas not in compliance with the required ranges of moisture or density should be moisture conditioned and recompacted. Particular attention should be paid to high traffic areas that were rutted and disturbed earlier and to areas where backfilled trenches are located. Areas where unsuitable conditions are located should be repaired by removing and replacing the materials with properly compacted fills.

After proofrolling and repairing deep subgrade deficiencies, the entire subgrade should be scarified and developed as recommended in section **4.2 Earthwork** to provide a uniform subgrade for pavement construction. Areas that appear severely desiccated following site stripping may require further undercutting and moisture conditioning. If a significant precipitation event occurs after the evaluation or if the surface becomes disturbed, the subgrade should be reviewed by qualified personnel immediately prior to paving. The subgrade should be in its finished form at the time of the final review.

#### **4.5.2 Pavement Design Considerations**

Anticipated loading conditions were not available at the time that this report was prepared. However, we anticipate that traffic loads will be produced primarily by automobile and school bus traffic and occasional delivery and trash removal trucks.

Pavement thickness can be determined using AASHTO, Asphalt Institute and/or other methods if specific wheel loads, axle configurations, frequencies, and desired pavement life are provided. Terracon can provide thickness recommendations for pavements subjected to loads other than personal vehicle and occasional delivery and trash removal truck traffic if this information is provided.

Pavement design methods are intended to provide structural sections with adequate thickness over a particular subgrade such that wheel loads are reduced to a level the subgrade can support. The support characteristics of the subgrade for pavement design do not account for shrink/swell movements of an expansive clay subgrade such as the soils encountered on this project. Thus, the pavement may be adequate from a structural standpoint, yet still experience cracking and deformation due to shrink/swell related movement of the subgrade.

Pavement performance is affected by its surroundings. In addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- Final grade adjacent to parking lots and drives should slope down from pavement edges at a minimum 2%;
- The subgrade and the pavement surface should have a minimum 2% slope to promote proper surface drainage;
- Install pavement drainage surrounding areas anticipated for frequent wetting;
- Install joint sealant and seal cracks immediately;
- Seal all landscaped areas in, or adjacent to pavements to reduce moisture migration to subgrade soils;
- Place compacted, low permeability backfill against the exterior side of curb and gutter.

#### 4.5.3 Estimates of Minimum Pavement Thickness

Recommended minimum pavement sections are provided in the table below.

Typical Pavement Section Thickness (inches)						
Traffic Area	Alternative	Asphalt Concrete		Portland Cement Concrete <sup>1</sup>	Aggregate Base Course <sup>2</sup>	Total Thickness
		Surface Course	Base Course			
Roadway	PCC	--	--	6.0	4.0	10.0
	AC	3.0	4.0	--	10.0	17.0

1. 4,000 psi at 28 days, 4-inch maximum slump, 5 to 7 percent air entrained, and 6-sack min. mix.
2. MoDOT Type 5 crushed limestone aggregate

Although not required for structural support, a minimum 6-inch thick aggregate base course layer is recommended for the PCC pavements to help reduce the potential for slab curl, shrinkage cracking, and subgrade "pumping" through joints. Proper joint spacing will also be required for PCC pavements to prevent excessive slab curling and shrinkage cracking. All joints should be sealed to prevent entry of foreign material and dowelled where necessary for load transfer.

#### 4.5.4 Pavement Drainage

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section. Appropriate sub-drainage or connection to a suitable daylight outlet should be provided to remove water from the granular subbase in areas of anticipated frequent wetting.

#### **4.5.5 Pavement Maintenance**

The pavement sections provided in this report represent minimum recommended thicknesses and, as such, periodic maintenance should be anticipated. Therefore preventive maintenance should be planned and provided for through an on-going pavement management program. Preventive maintenance activities are intended to slow the rate of pavement deterioration, and to preserve the pavement investment. Preventive maintenance consists of both localized maintenance (e.g. crack and joint sealing and patching) and global maintenance (e.g. surface sealing). Preventive maintenance is usually the first priority when implementing a planned pavement maintenance program and provides the highest return on investment for pavements. Prior to implementing any maintenance, additional engineering observation is recommended to determine the type and extent of preventive maintenance. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required.

### **5.0 GENERAL COMMENTS**

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered

**Geotechnical Engineering Report**  
Boone County Bridge No. 5020005 ■ Columbia, Missouri  
August 26, 2013 ■ Terracon Project No. 09135254

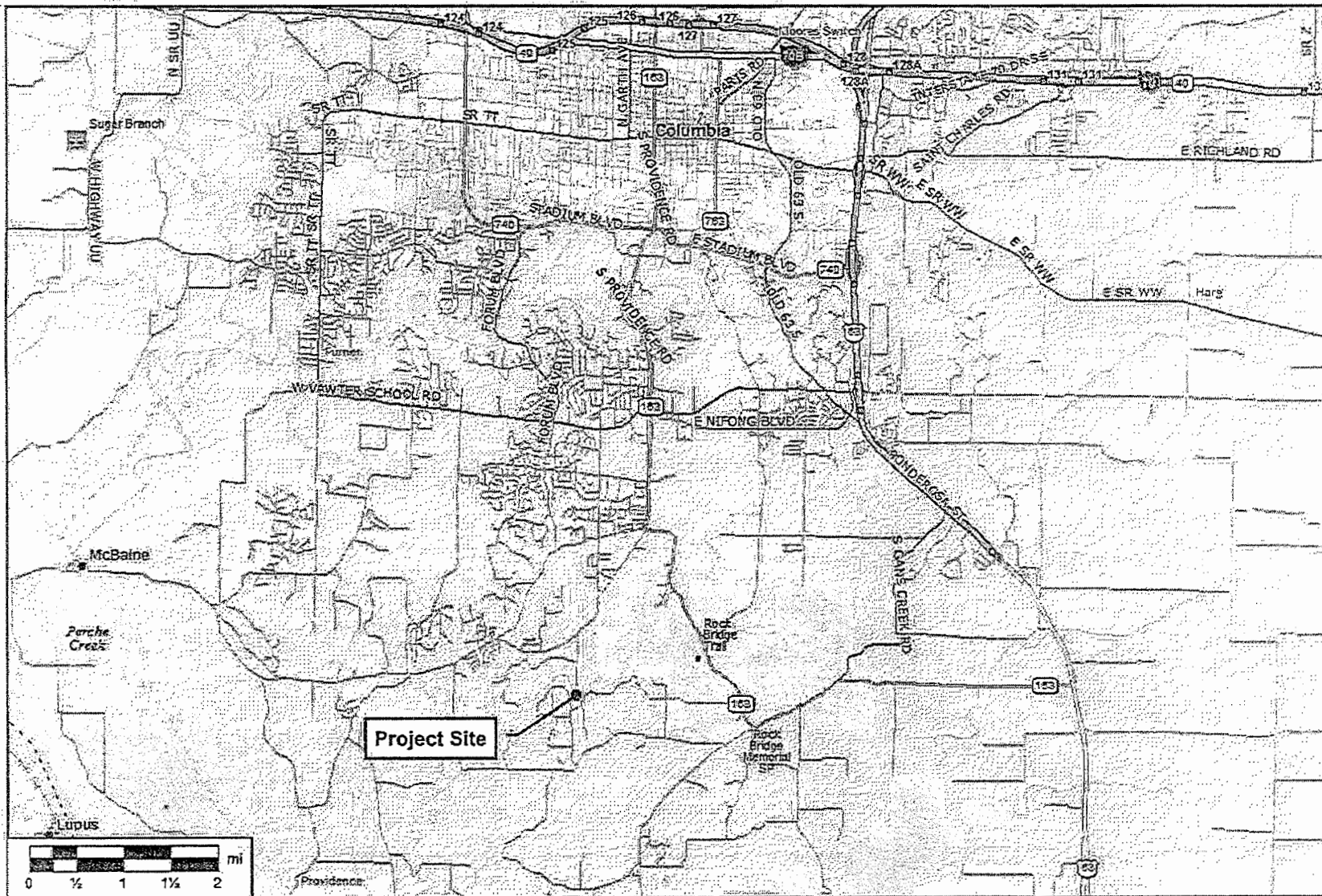
**Terracon**

valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

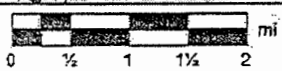
**APPENDIX A**  
**FIELD EXPLORATION**

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Project Site



Project Manager:	TJK	Project No.:	09135254
Drawn by:	TJK	Scale:	GRAPHIC
Checked by:	JDB	File Name:	09135254 SMAP
Approved by:	JDB	Date:	8/26/13

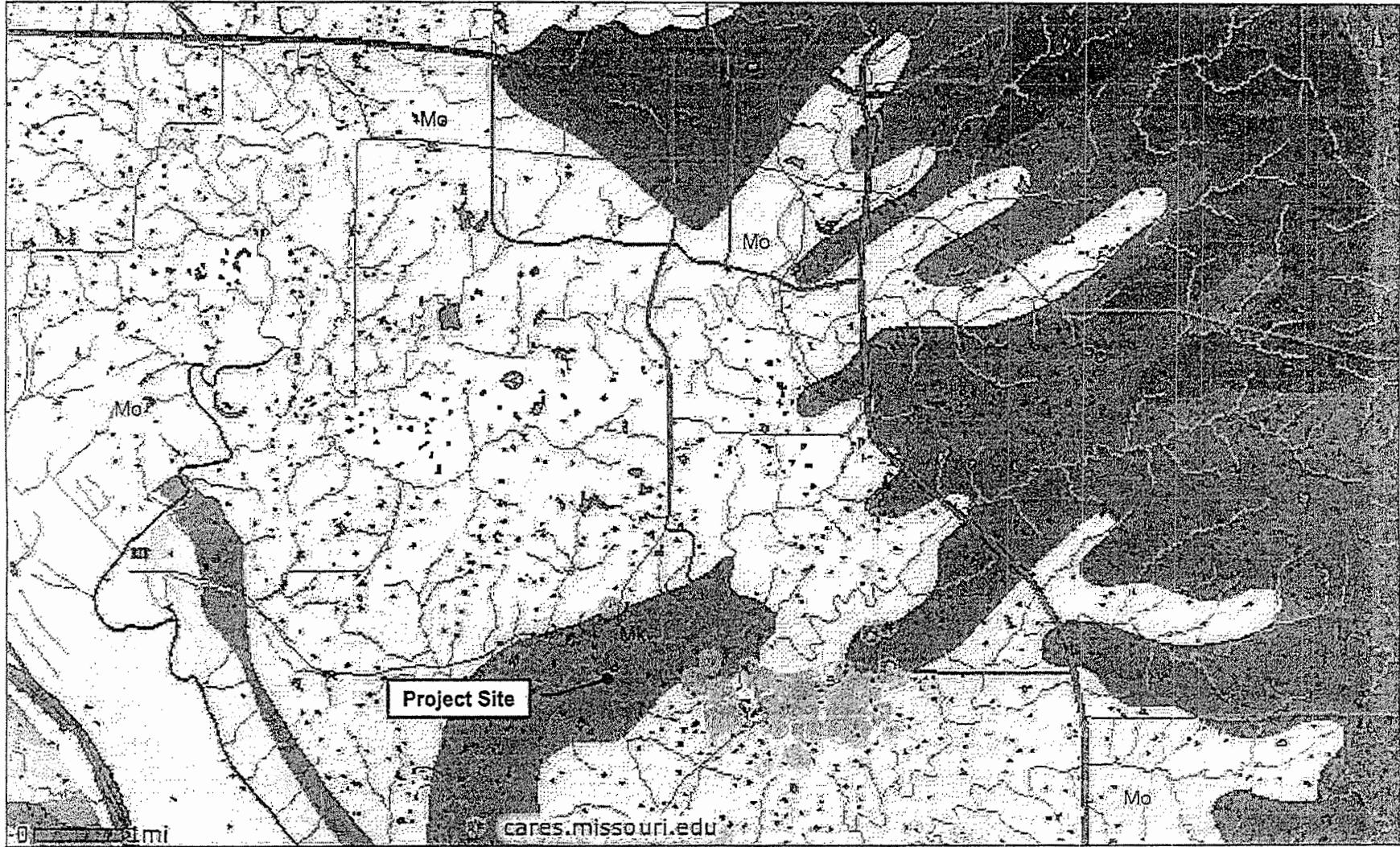
**Terracon**  
Consulting Engineers & Scientists

3601 Mejeve Court, Suite A Columbia, Missouri 65202  
P [573] 214 2677 F [573] 214 2714

**SITE LOCATION MAP**

**BOONE COUNTY BRIDGE NO. 5020005  
HILL CREEK ROAD AT LITTLE BONNE FEMME CREEK  
COLUMBIA, MISSOURI**

Exhibit  
**A-1**



N  
0 1 2 3 4 5 6 7 8 9 10 mi

Project Site

cares.missouri.edu

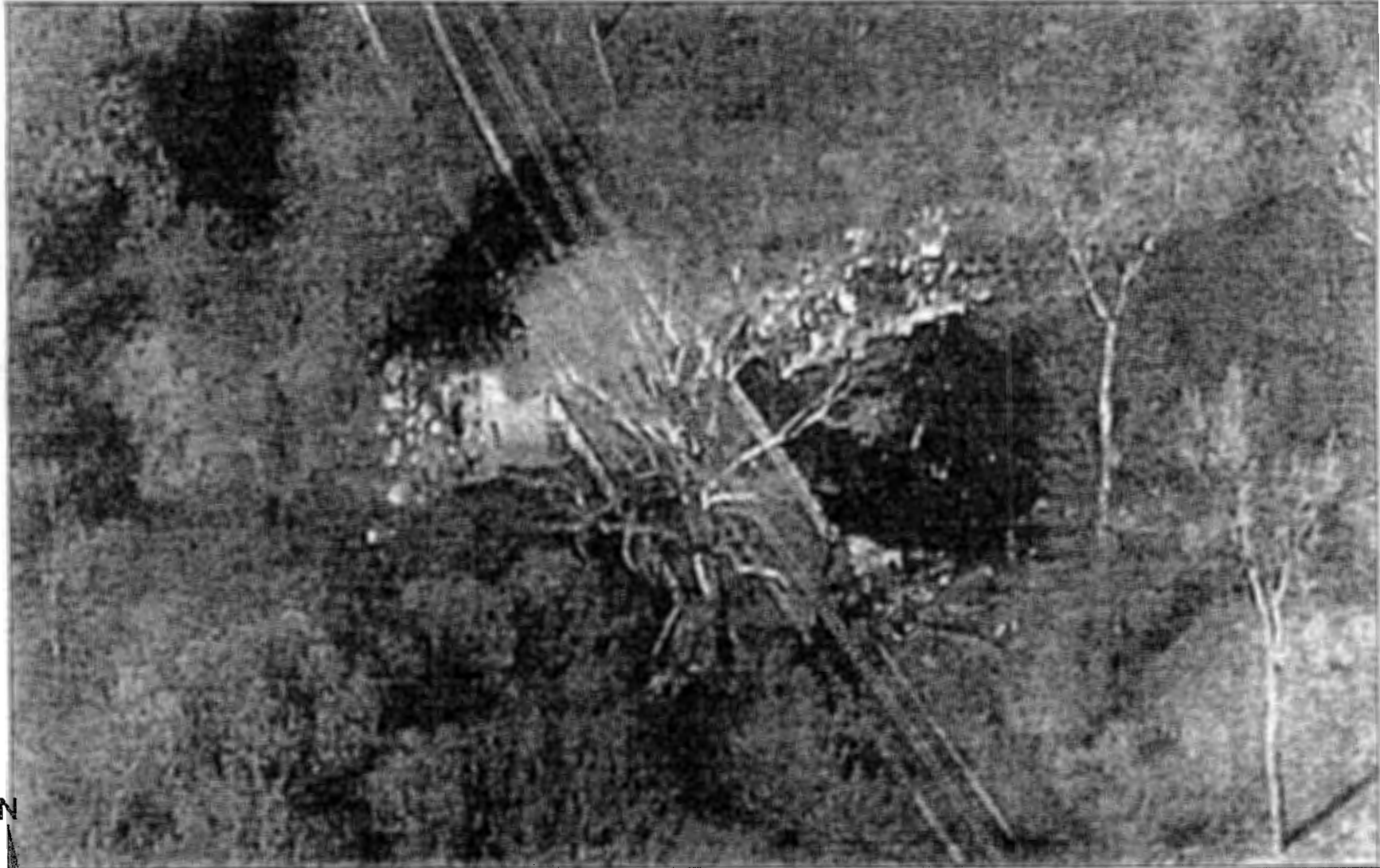
TT - Sinkhole

Project Manager:	TJK	Project No.	09135254
Drawn by:	TJK	Scale:	GRAPHIC
Checked by:	JDB	File Name:	09135254 GMAP
Approved by:	JDB	Date:	8/26/13

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**GEOLOGIC MAP**  
**BOONE COUNTY BRIDGE NO. 5020005**  
**HILL CREEK ROAD AT LITTLE BONNE FEMME CREEK**  
**COLUMBIA, MISSOURI**

Exhibit  
**A-2**



Project Manager: TJK  
 Drawn by: TJK  
 Checked by: JDB  
 Approved by: JDB

Project No. 09135254  
 Scale: GRAPHIC  
 File Name: 09135254 BPLAN  
 Date: 8/26/13

**Terracon**  
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**BORING LOCATION DIAGRAM**  
 BOONE COUNTY BRIDGE NO. 5020005  
 HILL CREEK ROAD AT LITTLE BONNE FEMME CREEK  
 COLUMBIA, MISSOURI

Exhibit  
 A-3

### Field Exploration Description

The boring locations were located in the field by the drill crew. Distances were measured from the existing bridge abutments, and angles were estimated. Ground surface elevations indicated on the boring logs are approximate and were obtained by the drill crew using an engineer's level and grade rod. These elevations were referenced to the TBM #2, a railroad spike in the power pole. This benchmark was at an approximate elevation of 999.2 ft. The boring elevations were rounded to the nearest ½ foot. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

The borings were drilled with an ATV-mounted rotary drill rig using continuous flight augers and rotary wash boring techniques to advance the boreholes. Samples of the soil encountered in the borings were obtained using the split-barrel sampling procedures.

In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance value (SPT-N). This value is used to estimate the in-situ relative density of cohesionless soils and consistency of cohesive soils.

A CME automatic SPT hammer was used to advance the split-barrel sampler in the borings performed on this site. A significantly greater efficiency is achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. This higher efficiency has an appreciable effect on the SPT-N value. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.

The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification. Information provided on the boring logs attached to this report includes soil descriptions, consistency evaluations, boring depths, and sampling intervals. The borings were backfilled with auger cuttings prior to the drill crew leaving the site.

A field log of each boring was prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. Final boring logs included with this report represent the engineer's interpretation of the field logs and include modifications based on laboratory observation and tests of the samples.



# BORING LOG NO. B-1

**PROJECT:** Boone County Bridge No.  
5020005

**CLIENT:** Benton & Associates, Inc.  
Kirksville, Missouri

**SITE:** Hill Creek Road  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-3	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	SAMPLE NUMBER	WATER CONTENT (%)
	Approximate Surface Elev: 1001.5 (FL) +/-							
	DEPTH ELEVATION (FL.)							
0	<b>FILL - GRAVEL AND COBBLES</b>							
3.0		998.5+/-						
5.0	<b>FILL - SANDY FAT CLAY (CH)</b> , with gravel, dark brown		X		12	5-5-8 N=13	1	11
5.0		996.5+/-						
13.5	<b>LEAN CLAY (CL)</b> , with silt and sand, dark gray, with brown, soft		X		12	2-2-3 N=5 1000 (HP)	2	27
13.5		988+/-						
15.0	<b>SAND AND GRAVEL</b> , trace clay, medium dense		X		10	6-6-7 N=13	3	17
15.0								
20.0			X		8	7-7-5 N=12	4	19
20.0								
23.5	<b>SANDY LEAN CLAY (CH)</b> , with gravel, brown, stiff	978+/-	X		7	4-6-3 N=9	5	14
23.5								
25.0	<b>WEATHERED LIMESTONE</b>	976.5+/-						
25.0								
26.5	<b>Auger refusal at 26.5 Feet</b>	975+/-			0	50/0" N=50/0"	6	
26.5								

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

Hammer Type: Automatic SPT Hammer

**Advancement Method:**  
0' to 5': 6" Continuous Flight Auger  
5' to 20': Wash Boring  
20' to 26.5': Hollow-Stem Auger

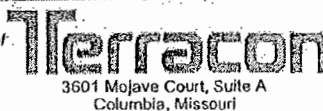
**Abandonment Method:**  
Boring backfilled with soil cuttings upon completion.

See Exhibit A-4 for description of field procedures  
See Appendix B for description of laboratory procedures and additional data (if any).  
See Appendix C for explanation of symbols and abbreviations.  
Elevations were measured in the field using an engineer's level and grade rod.

Notes:

**WATER LEVEL OBSERVATIONS**

Groundwater not encountered prior to the introduction



Boring Started: 8/19/2013

Boring Completed: 8/19/2013

Drill Rig: CME-550X

Driller: S. Becker

Project No.: 09135254

Exhibit: A-5

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09135254.GPJ TERRACON2012.GDT\_8/21/13

# BORING LOG NO. B-2

**PROJECT:** Boone County Bridge No.  
5020005

**CLIENT:** Benton & Associates, Inc.  
Kirksville, Missouri

**SITE:** Hill Creek Road  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-3	DEPTH	ELEVATION (FL.)	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (ft)	FIELD TEST RESULTS	SAMPLE NUMBER	WATER CONTENT (%)
	Approximate Surface Elev: 1001.5 (FL.) +/-									
	<b>FILL - GRAVEL AND SAND</b> , with clay									
		4.0	997.5 +/-							
	<b>FAT CLAY (CH)</b> , trace sand, brown, soft	5.0	996.5 +/-	5		X	9	1-1-2 N=3 1000 (HP)	1	28
	<b>LEAN CLAY (CL)</b> , with silt and sand, gray and brown, very soft									
				10		X	4	1-5-5 N=10 <500	2	25
		13.5	988 +/-							
	<b>SAND AND GRAVEL</b> , trace clay, medium dense			15		X	5	10-12-13 N=25	3	16
		18.5	983 +/-							
	<b>LEAN CLAY (CL)</b> , trace sand and gravel, dark gray, soft			20		X	14	1-1-1 N=2 1000 (HP)	4	42
		23.5	978 +/-							
	<b>WEATHERED LIMESTONE</b>	24.5	977 +/-				2	50/4" N=50/4"	5	25
	Auger refusal at 24.5 Feet						0	50/0" N=50/0"	6	

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

Hammer Type: Automatic SPT Hammer

**Advancement Method:**  
 0' to 5': 6" Continuous Flight Auger  
 5' to 20': Wash Boring  
 20' to 26.5': Hollow-Stem Auger

**Abandonment Method:**  
 Boring backfilled with soil cuttings upon completion.

See Exhibit A-4 for description of field procedures  
 See Appendix B for description of laboratory procedures and additional data (if any).  
 See Appendix C for explanation of symbols and abbreviations.  
 Elevations were measured in the field using an engineer's level and grade rod.

Notes:

**WATER LEVEL OBSERVATIONS**

While sampling

**Terracon**  
 3601 Mojave Court, Suite A  
 Columbia, Missouri

Boring Started: 8/19/2013

Boring Completed: 8/19/2013

Drill Rig: CME-550X

Driller: S. Becker

Project No.: 09135254

Exhibit: A-6

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09135254.GPJ TERRACON2012.GDT 8/21/13

**APPENDIX B**  
**SUPPORTING INFORMATION**

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**Geotechnical Engineering Report**

Boone County Bridge No. 5020005 ■ Columbia, Missouri

August 26, 2013 ■ Terracon Project No. 09135254

**Terracon**

**Laboratory Testing**

Soil samples were tested in the laboratory to measure their natural water content. A hand penetrometer was used to estimate the approximate unconfined compressive strength of cohesive samples. The hand penetrometer has been correlated with unconfined compression tests and provides a better estimate of soil consistency than visual examination alone. The test results are provided on the boring logs included in Appendix A.

Descriptive classifications of the soils indicated on the boring logs are in general accordance with the enclosed General Notes and the Unified Soil Classification System. Also shown are estimated Unified Soil Classification Symbols. A brief description of this classification system is attached to this report. All classification was by visual manual procedures.

Classification and descriptions of rock samples are in general accordance with the General Notes – Rock Properties attached in Appendix C, and were based on visual observations. Petrographic analysis of thin sections may indicate other rock types.












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**APPENDIX C**  
**SUPPORTING DOCUMENTS**

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# GENERAL NOTES

## DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

<b>SAMPLING</b>			<b>WATER LEVEL</b>		Water Initially Encountered	<b>FIELD TESTS</b>	(HP) Hand Penetrometer	
	Auger	Split Spoon			Water Level After a Specified Period of Time		(T) Torvane	
					Water Level After a Specified Period of Time		(b/f) Standard Penetration Test (blows per foot)	
	Shelby Tube	Macro Core		Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.			(PID) Photo-Ionization Detector	
							(OVA) Organic Vapor Analyzer	
Ring Sampler	Rock Core							
								
Grab Sample	No Recovery							

## DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

## LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

<b>STRENGTH TERMS</b>	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance Includes gravels, sands and silts.			CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
	Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	0 - 6	Very Soft	less than 500	0 - 1	< 3
Loose	4 - 9	7 - 18	Soft	500 to 1,000	2 - 4	3 - 4
Medium Dense	10 - 29	19 - 58	Medium-Stiff	1,000 to 2,000	4 - 8	5 - 9
Dense	30 - 50	59 - 98	Stiff	2,000 to 4,000	8 - 15	10 - 18
Very Dense	> 50	≥ 99	Very Stiff	4,000 to 8,000	15 - 30	19 - 42
			Hard	> 8,000	> 30	> 42

## RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

## RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

## GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

## PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

# UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification	
				Group Symbol	Group Name <sup>B</sup>
<b>Coarse Grained Soils:</b> More than 50% retained on No. 200 sieve	<b>Gravels:</b> More than 50% of coarse fraction retained on No. 4 sieve	<b>Clean Gravels:</b> Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup> $Cu < 4$ and/or $1 > Cc > 3$ <sup>E</sup>	GW	Well-graded gravel <sup>F</sup>
		<b>Gravels with Fines:</b> More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GP	Poorly graded gravel <sup>F</sup>
			Fines classify as CL or CH	GM	Silty gravel <sup>F,G,H</sup>
		<b>Sands:</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands:</b> Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup> $Cu < 6$ and/or $1 > Cc > 3$ <sup>E</sup>	SW
	Fines classify as ML or MH			SP	Poorly graded sand <sup>I</sup>
	<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>		Fines classify as ML or MH	SM	Silty sand <sup>G,H,I</sup>
			Fines classify as CL or CH	SC	Clayey sand <sup>G,H,I</sup>
	<b>Fine-Grained Soils:</b> 50% or more passes the No. 200 sieve	<b>Silts and Clays:</b> Liquid limit less than 50	<b>Inorganic:</b> PI > 7 and plots on or above "A" line <sup>J</sup> PI < 4 or plots below "A" line <sup>J</sup>	CL	Lean clay <sup>K,L,M</sup>
ML				Silt <sup>K,C,M</sup>	
<b>Organic:</b> Liquid limit - oven dried < 0.75 Liquid limit - not dried < 0.75			OL	Organic clay <sup>K,L,M,N</sup>	
			OH	Organic silt <sup>K,L,M,O</sup>	
<b>Silts and Clays:</b> Liquid limit 50 or more		<b>Inorganic:</b> PI plots on or above "A" line PI plots below "A" line	CH	Fat clay <sup>K,L,P</sup>	
			MH	Elastic Silt <sup>K,L,M</sup>	
		<b>Organic:</b> Liquid limit - oven dried < 0.75 Liquid limit - not dried < 0.75	OH	Organic clay <sup>K,L,M,P</sup>	
			OH	Organic silt <sup>K,L,M,Q</sup>	
<b>Highly organic soils:</b>	Primarily organic matter, dark in color, and organic odor			PT	Peat

<sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^E Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

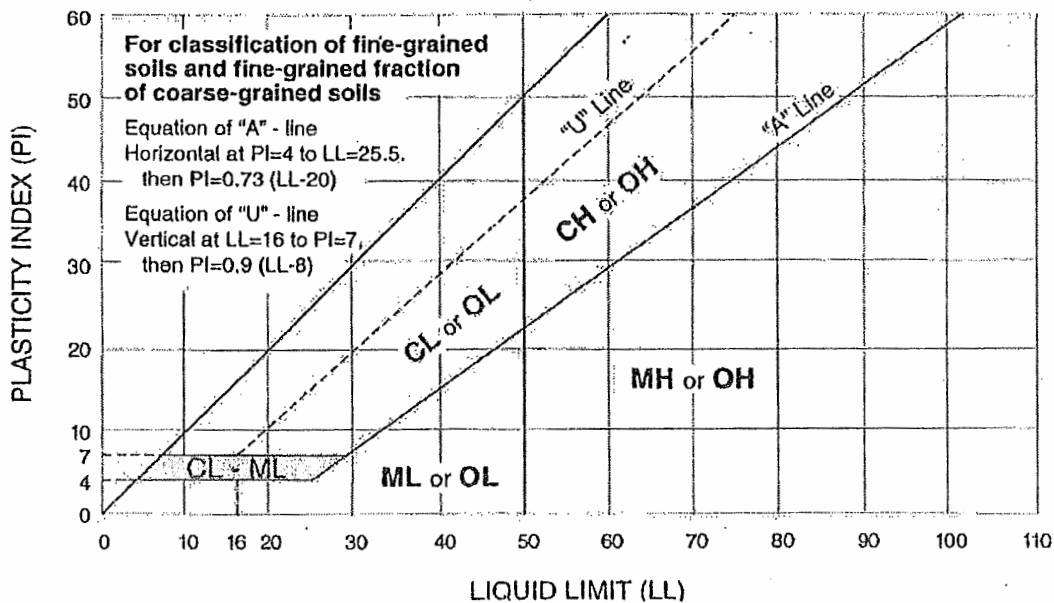
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup> PI  $\geq 4$  and plots on or above "A" line.

<sup>O</sup> PI < 4 or plots below "A" line.

<sup>P</sup> PI plots on or above "A" line.

<sup>Q</sup> PI plots below "A" line.



## DESCRIPTION OF ROCK PROPERTIES

### WEATHERING

Fresh	Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.
Very slight	Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slight	Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderate	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.
Moderately severe	All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.
Severe	All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.
Very severe	All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.
Complete	Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may be present as dikes or stringers.

### HARDNESS (for engineering description of rock – not to be confused with Moh's scale for minerals)

Very hard	Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows of geologist's pick.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach hand specimen.
Moderately hard	Can be scratched with knife or pick. Gouges or grooves to ¼ in. deep can be excavated by hard blow of point of a geologist's pick. Hand specimens can be detached by moderate blow.
Medium	Can be grooved or gouged 1/16 in. deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1-in. maximum size by hard blows of the point of a geologist's pick.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.
Very soft	Can be carved with knife. Can be excavated readily with point of pick. Pieces 1-in. or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

### Joint, Bedding, and Foliation Spacing in Rock <sup>a</sup>

Spacing	Joints	Bedding/Foliation
Less than 2 in.	Very close	Very thin
2 in. – 1 ft.	Close	Thin
1 ft. – 3 ft.	Moderately close	Medium
3 ft. – 10 ft.	Wide	Thick
More than 10 ft.	Very wide	Very thick

a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.

Rock Quality Designator (RQD) <sup>a</sup>	
RQD, as a percentage	Diagnostic description
Exceeding 90	Excellent
90 – 75	Good
75 – 50	Fair
50 – 25	Poor
Less than 25	Very poor

a. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

Joint Openness Descriptors	
Openness	Descriptor
No Visible Separation	Tight
Less than 1/32 in.	Slightly Open
1/32 to 1/8 in.	Moderately Open
1/8 to 3/8 in.	Open
3/8 in. to 0.1 ft.	Moderately Wide
Greater than 0.1 ft.	Wide

References: American Society of Civil Engineers. Manuals and Reports on Engineering Practice - No. 56. Subsurface Investigation for Design and Construction of Foundations of Buildings. New York: American Society of Civil Engineers, 1976. U.S. Department of the Interior, Bureau of Reclamation, Engineering Geology Field Manual.

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**M. Galvanized Structural Steel Pile**

Description – This job special provision contains general requirements for furnishing, coating and placing galvanized steel piles and bracing as shown on the plans and shall be in addition to the requirements of the MoDOT Standard Specification for Highway Construction (MoDOT) Sec 702.

Material – Structural steel piles and bracing shall be galvanized in accordance with ASTM A123 and MoDOT Sec 1080. Repairs to the galvanized coating and field galvanizing shall be in accordance with ASTM A780. Zinc rich paints will not be allowed. Repairs and field galvanizing will not be required where the pile will be encased in concrete or below the limits specified in section 3.0 of this job special provision. Protective Coatings specified in MoDOT Sec 702 will not be required for galvanized piles or bracing.

Construction Requirements

- Galvanizing material shall be omitted or removed for a minimum of 2 inch on either side of weld locations. The method used to omit or remove the galvanizing material shall be masking, grinding or other methods as approved by the engineer. If a weld location falls within an area where galvanizing is required, clean the weld area making sure to remove all welding slag. Then field galvanize the weld area in accordance with ASTM A780. Zinc rich paints will not be allowed.
- All shall be galvanized.

Method of Measurement – Galvanized Structural Steel Pile in place will be the actual length to the nearest linear foot for that portion of the pile that remains permanently in the structure. See Sec 702 Basis of Payment for any additional length authorized by the engineer resulting from pile splices.

Basis of Payment -The accepted quantity of galvanized and non-galvanized pile in place will be paid for at the contract unit price for Galvanized Structural Steel Pile. No direct payment will be made for incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

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**N. ACCEPTANCE OF FABRICATED STRUCTURAL MEMBERS AND MATERIALS**

- 1.0 General** - The following procedures have been established for the acceptance of precast double tee, I-girder, box-girder and slab panels. Shop drawings shall be submitted to the local agency's engineer for review and approval. The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The local agency or their consultant has the option of inspecting the precast units during fabrication. The fabricator shall furnish a certification of contract compliance and substantiating test reports to the engineer. In addition, the following reports will be required:
- 1.1.** Certified mill test reports, including results of physical tests on the prestressed strands and reinforcement as required.
  - 1.2.** Mix design for the concrete and material information for all admixtures, to be submitted to the Engineer prior to fabrication of members.
  - 1.3.** Test reports on concrete cylinder breaks.

The local agency or consultant may verify and document that dimensions of the units were checked at the job and found to be in compliance with the shop drawings.

**3.0 Shop Drawings**

Shop drawings which are prepared in conformance with the engineer's detailed plans and specifications are not typically required to be signed and sealed.

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**O. WORKING DAYS**

**1.0 General-** Working days will be counted as specified in the MoDOT standard specifications except as follows:

**1.1** Delete section 108.7.2.1 in its entirety.

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## APPENDIX A

### STATE WAGE RATES

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

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

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

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

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

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

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

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

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

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1/26/17

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 23

Section 010  
BOONE COUNTY

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

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

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

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/17		\$32.42	55	60	\$22.40
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker	1/17		\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason	1/17		\$22.08	124	74	\$12.86
Marble Finisher	1/17		\$14.29	124	74	\$9.09
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker	1/17		\$29.31	124	74	\$14.56
Terrazzo Finisher	1/17		\$19.08	124	74	\$14.56
Tile Setter	1/17		\$22.08	124	74	\$12.86
Tile Finisher	1/17		\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



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

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

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

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

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- \*\*b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93  
All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

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

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

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

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

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

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

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

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

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**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.

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**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.

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**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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



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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction/Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer	1/17	\$24.53	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer	1/17	\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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

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

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

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

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

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

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

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

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof 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 may be advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

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

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

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

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

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## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

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.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Gene Hail Excavating, Inc.

31571 Old Eighty Seven, California, MO 65018

as Principal, hereinafter called Contractor, and Merchants Bonding Company (Mutual)

PO Box 14498, Des Moines, IA 50306

a Corporation, organized under the laws of the State of Iowa  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of Four Hundred Fifty-Six Thousand Seven Hundred Fifty-Five & 40/100 (\$456,755.40) 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 6-27-17 entered into a  
Contract with Owner for:

**CONTRACT NUMBER 24-25MAY17  
Boone County Hill Creek Road Bridge  
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, Missouri, on this 13th day of June, 2017.

Gene Haile Excavating, Inc.  
(Contractor)

(SEAL)

BY: Gene Haile, President

Merchants Bonding Company (Mutual)  
(Surety Company)

(SEAL)

BY: Allison Madrid  
(Attorney-In-Fact) Allison Madrid

BY: N/A  
(Missouri Representative)

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

Surety Contact Name: Mike Foster  
Phone Number: 800-678-8171  
Address: PO Box 14498  
Des Moines, IA 50306

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Gene Haile Excavating, Inc.

as Principal, hereinafter called Contractor, and Merchants Bonding Company (Mutual)

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

Four Hundred Fifty-Six Thousand Seven Hundred Fifty-Five & 40/100 DOLLARS

(\$ 456,755.40), 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 6-27-17 entered into a contract with Owner for

**CONTRACT NUMBER 24-25MAY17  
Boone County Hill Creek Road Bridge  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 13th day of June 2017.

CONTRACTOR Gene Haile Excavating, Inc. (SEAL)

BY: Gene Haile, President

SURETY COMPANY Merchants Bonding Company (Mutual)

BY: Allison Madrid  
(Attorney-In-Fact) Allison Madrid

BY: N/A  
(Missouri Representative)

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

Surety Contact Name: Mike Foster

Phone Number: 800-678-8171

Address: PO Box 14498  
Des Moines, IA 50306

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allison Madrid; Darla Veltrop; Kris Copra; Louis A Landwehr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

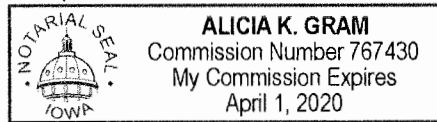


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of June, 2017.



*William Warner Jr.*  
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**NOTICE TO MISSOURI  
POLICY HOLDERS AND  
BOND HOLDERS**

Should you have a question about your bond or policy, please contact your insurance agent first. If you have been unable to contact or obtain information from your agent, you may contact our company at the following address and telephone number:

Merchants Bonding Company (Mutual)  
6700 Westown Parkway, West Des Moines, Iowa 50266  
(800) 678-8171



GENEHA1-01

CHORN

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/19/2017

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

<b>PRODUCER</b> Winter-Dent P O Box 1046 Jefferson City, MO 65102	<b>CONTACT NAME:</b> Candy L. Horn	
	<b>PHONE (A/C, No, Ext):</b> (573) 634-2122 141	<b>FAX (A/C, No):</b> (573) 636-7500
<b>E-MAIL ADDRESS:</b> Candace.Horn@Winter-Dent.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> United Fire & Casualty Company		<b>13021</b>
<b>INSURER B:</b> MO Employers Mutual Ins. Co.		<b>10191</b>
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Gene Haile Excavating Inc.  
 Haile Development Inc.  
 31571 Old Eighty Seven  
 California, MO 65018

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		60407259	09/13/2016	09/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		60407259	09/13/2016	09/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		60407259	09/13/2016	09/13/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MEM2013906-02	09/13/2016	09/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rent Equip			60407259	09/13/2016	09/13/2017	100,000
A	Installation Floater			60407259	09/13/2016	09/13/2017	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CONTRACT NUMBER 24-25MAY17 Boone County Hill Creek Road Bridge BOONE COUNTY, MISSOURI

<b>CERTIFICATE HOLDER</b>  County of Boone, Missouri c/o Purchasing Department 613 E. Ash St Room 111 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Candace Horn</i>



**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA)- ULTRA LIABILITY PLUS ENDORSEMENT****COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 9 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA)  
ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES**

**A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY****

**1. Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

**3. Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

**4. Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B. The following coverages are added**

**1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion J. Damage to Property** is deleted and replaced by the following:

- j. **Damage to Property**  
 "Property damage" to:
- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
  - (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
  - (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

## 2. **COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion J.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

## 3. **COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

### 2. **Exclusions**

This insurance does not apply to:

#### p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## 4. **COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage **W** (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the **Damage To Premises Rented To You Limit**.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II- WHO IS AN INSURED****A.** The following change is made:**Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B.** The following provisions are added:**4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:
  1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 6. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - (1) This insurance afforded the vendor does not apply to:
      - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (b) Any express warranty unauthorized by you;
      - (c) Any physical or chemical change in the product made intentionally by the vendor;
      - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
      - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
      - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
      - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
      - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - i. The exceptions contained in Sub-paragraphs d. or f.; or
        - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
    - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**8. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) afforded coverage by this additional coverage.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### 10. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II -- WHO IS A NAMED INSURED is amended to read:

a. "Bodily Injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B; and
  - d. Damages under Coverage H.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph 5. of SECTION III -- LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.

#### 9. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 10. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

11. With respects to the insurance afforded to additional Insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional Insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

12. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.



(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other Insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition (5) of 2.c.

- (5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. **Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. **Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. **Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## **SECTION V – DEFINITIONS**

A. At item 12. **Mobile Equipment** the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "**bodily injury**" is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional Insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA)  
BUSINESS AUTO ULTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**COVERAGE INDEX**

Description	Page
TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE	1
DRIVE OTHER CAR COVERAGE	1
BROAD FORM INSURED	2
EMPLOYEES AS INSURED	2
ADDITIONAL INSURED STATUS BY CONTRACT, AGREEMENT OR PERMIT	2
AMENDED FELLOW EMPLOYEE EXCLUSION	2
TOWING AND LABOR	3
PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	3
EXTRA EXPENSE - THEFT	3
RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE	3
PERSONAL EFFECTS COVERAGE	4
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	4
AIRBAG ACCIDENTAL DISCHARGE	4
AUTO LOAN/LEASE TOTAL LOSS PROTECTION ENDORSEMENT	4
GLASS REPAIR – DEDUCTIBLE AMENDMENT	5
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	5
WAIVER OF SUBROGATION REQUIRED BY CONTRACT	5
UNINTENTIONAL FAILURE TO DISCLOSE	5
HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE	5
EXTENDED CANCELLATION CONDITION	5
EXTENDED MEDICAL PAYMENT COVERAGE, UNINSURED AND UNDERINSURED	5
MOTORISTS COVERAGE	6
EXTENDED PHYSICAL DAMAGE COVERAGE	6
LIBERALIZATION	6

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in *(Bold Italics)* are likewise for information only and by themselves shall be deemed to grant no coverage.

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

because of its breakdown, repair, servicing, "loss", or destruction.

**SECTION I – COVERED AUTOS**, paragraph **C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service

**B. DRIVE OTHER CAR COVERAGE**

The following language is added to **SECTION I – COVERED AUTOS**- as paragraph **D. Drive Other Car Coverage**,

If Liability Coverage is provided by this Coverage Form, any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:

1. You, if you are designated in the Declarations as an Individual;
2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
3. Your members or managers, if you are designated in the Declarations as a limited liability company;
4. Your "executive officers", if you are designated in the Declarations as an organization other than an Individual partnership, joint venture or limited liability company; and
5. The spouse of any person named in **B.1** through **B. 4.** while a resident of the same household.

except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

### C. BROADENED LIABILITY COVERAGES

**SECTION II – LIABILITY COVERAGE** in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

#### *(Broad Form Insured)*

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limit of Insurance under any other policy, or

- (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

#### *(Employee as Insureds)*

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

#### *(Additional Insured Status by Contract, Agreement or Permit)*

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

### D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

#### 5. Fellow Employee

"Bodily Injury":

- (a) To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are limited liability company);
- (b) To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to

performance of their duties as your officers or directors;

- (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

## E. BROADENED PHYSICAL DAMAGE COVERAGES

### SECTION III – PHYSICAL DAMAGE COVERAGE

Coverage is amended as follows:

#### (TOWING AND LABOR)

##### 2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- (a) For private passenger type vehicles or "light trucks" we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.
- (b) For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

However, the labor must be performed at the place of disablement.

#### (PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE)

##### 4. Coverage Extensions

- a. **Transportation Expense** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,000. All other terms and provisions of this section remain applicable.

#### (EXTRA EXPENSE - THEFT)

The following language is added to 4. Coverage Extensions:

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay

the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

#### (RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE)

##### d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$35 per day.
  - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

**(PERSONAL EFFECTS COVERAGE)****e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money, or securities.

**(AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE)****(Deletion of Audio Visual Equipment Exclusion)****f. Audio, Visual and Data Electronic Equipment Coverage.**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusions also apply:
- (3) We will not pay for any electronic equipment or accessories used with such electronic equipment that are:
  - (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
  - (b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

- (4) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the "loss";

- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000,

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

**(AIRBAG ACCIDENTAL DISCHARGE)****F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended as follows:**

The following language is added to Exclusion 3.:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. AUTO LOAN/LEASE TOTAL LOSS PROTECTION**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease / loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

**(GLASS REPAIR – DEDUCTIBLE AMENDMENT)**

**Under D., Deductible in SECTION III. PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

**H. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**Under SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions**, the following is added to paragraph 2. **Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident," "claim," "suit" or "loss" will be deemed knowledge by you when notice of such "accident," "claim," "suit" or "loss" has been received by:
  - (1) You, if you are an individual,
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

**I. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

**J. UNINTENTIONAL FAILURE TO DISCLOSE**

**Under SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions**, the following is added to 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

**K. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

**Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance**

Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
  - (a.) Any Covered "auto" you lease, hire, rent or borrow; and
  - (b.) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

- (a) **Comprehensive Coverage:** from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) **Collision Coverage:** caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

**L. EXTENDED CANCELLATION CONDITION**

- A. Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:
  - c. 60 days before the effective date of cancellation if we cancel for any other reason

**M. EXTENDED AUTO MEDICAL PAYMENTS AND UNINSURED AND UNDERINSURED MOTORIST COVERAGE**

If Auto Medical Payments Coverage, Uninsured Motorists Coverage or Underinsured Motorists Coverage is provided by endorsement to the Coverage Form to which this endorsement attaches, the following qualify as an "insured" for each coverage provided:

1. You, if you are designated in the Declarations as an Individual;
2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
3. Your members or managers, if you are designated in the Declarations as a limited liability company;
4. Your "executive officers", if you are designated in the Declarations as an organization other than an individual partnership, joint venture or limited liability company; and

5. The "family member" of any person named in 1 through 4 above while "occupying" a covered "auto" or while a pedestrian when struck by an "auto" you do not own, any "auto" not owned by that individual or not owned by any "family member."

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

"Family member" means a person related to the individual named in the Declarations by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

"Occupying" means in, upon, getting in, on, out or off.

**N. EXTENDED PHYSICAL DAMAGE COVERAGE**

If Physical Damage Coverage is provided by the Coverage Form to which this endorsement attaches, any private passenger type "auto" you don't own, hire or borrow is a covered "auto" for Physical Damage Coverage while in the care, custody or control of any individual named in B.1. through B.4. or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

Our obligation to pay for repair, return or to replace damaged or stolen property will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to Physical Damage Coverage. If there are no private passenger type "autos", the deductible shall be \$50 for Comprehensive and \$100 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

**O. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The following language replaces **SECTION IV BUSINESS AUTO CONDITIONS Part B. General Conditions 5. Other Insurance c.:**

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". This coverage will also be non-contributory if it is required by the terms of the "insured contract".

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

27th

day of

June

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Courthouse Plaza by Mid-Missouri Peaceworks for September 24, 2017 from 12:00 p.m. to 4:30 p.m.

Done this 27th day of June, 2017.

ATTEST:

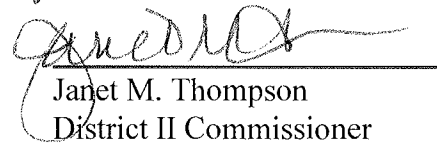
Art Auer  
Art Auer  
Interim Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza 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

Address: Same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: mail@midmopeaceworks.org

Event: Climate Action Rally/5-K Walk

Description of Use (ex. Concert, speaker, 5K): Rally with speakers and likely some acoustic music

Date(s) of Use: Sept 24, 2017

Start Time of Setup: 12 noon AM/PM

Start Time of Event: 1 p.m. AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 4 p.m. AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 4:30 p.m. AM/PM

Manager/Contact During Event: Laura Wacker Phone: 314-825-4444

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: \_\_\_\_\_

No promoters. Just grassroots publicity, e-mails, flyers, social media, etc.

How many attendees (including volunteers) do you anticipate being at your event? \_\_\_\_\_

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. \_\_\_\_\_

This is likely a small event and, in the unlikely event that we need to evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues. \_\_\_\_\_

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): \_\_\_\_\_

N.A. \_\_\_\_\_

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ # minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be selling food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be selling alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application.

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_

\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

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

Will you be using portable toilets for your event?  Yes  No

1. Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Mark Haim, Director

Address: 804-C E. Broadway, Columbia, MO 65201

Phone Number: 573-875-0539 Date of Application: June 16, 2017

Email Address: mail@midmopeaceworks.org

Signature: 

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [com.missouri@boonecountymissouri.org](mailto:com.missouri@boonecountymissouri.org).

**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA**

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

  
INTERIM County Clerk

  
County Commissioner

DATE: 6-27-17