

# 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

29th

day of

June

20

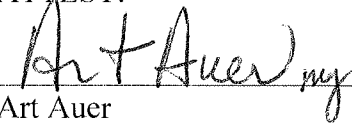
17

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6008 O'Rear Road, parcel #12-313-11-01-011.00 01.

Done this 29th day of June, 2017.

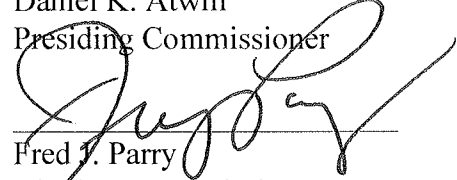
ATTEST:

  
Art Auer

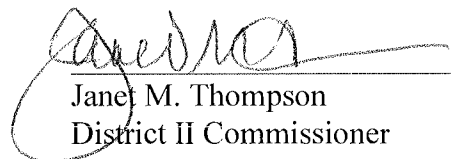
Interim Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred T. Parry  
District I Commissioner



Jane M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	June Session
6008 E. O'Rear Rd	)	April Adjourned
Columbia, MO 65202	)	Term 2017
	)	Commission Order No. <u>291-2017</u>

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

**NOW** on this 29th day of June, 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: weeds in excess of twelve inches.
4. The location of the public nuisance is as follows: 6008 E. O'Rear Rd., Columbia, MO, a/k/a parcel # 12-313-11-01-011.00 01, Hillview Acres, BLK 2, Lot 28, Section 11, Township 49, Range 12 as shown by deed book 4374 page 0140, Boone County.
5. The specific violation of the Code is: weeds in excess of twelve inches in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code **on the 12th day of May 2017**, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so **as required by the Health Director or Official's original order referred to above.**

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

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

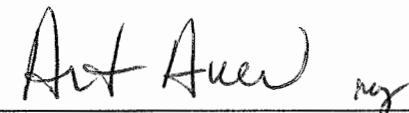
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

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

Boone County, Missouri  
By Boone County Commission

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

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk (IN-TEAM)





6008 E. O'Rear Rd

Parcel #: 12-313-11-01-011.00 01

Owned by Obed and Karla Aguirre

09 May 2017 Received complaint about weeds, trash, junk, and vehicles in the Hillview Acres Subdivision.

12 May 2017 Inspection of the subdivision revealed multiple properties with numerous violations including 6008 E. O'Rear Rd which revealed weeds in excess of twelve inches on the premises.

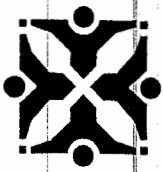
16 May 2017 Notification of Determination of Public Health Hazard and/or Nuisance and Order for Abatement was sent to the property owners at the address listed above.

31 May 2017 Inspection of the subdivision revealed that no action had been taken at this property.

01 June 2017 A Hearing Notice is sent to the property owner.

14 June 2017 Second complaint about property is reported.

29 June 2017 Pictures of the property are taken for the Hearing.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

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

AGUIRRE OBED & KARLA
2606 CHARLESTON DR
PHARR, TX 78577-7230

An inspection of the property you own located at 6008 E OREAR RD (parcel # 12-313-11-01-011.00 01) was conducted on May 12, 2017 and revealed growth of weeds in excess of twelve inches high on the premises.

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

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

Sincerely,

Handwritten signature of Stephanie Sprock

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 16th day of May 2017 by SS

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



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

AGUIRRE OBED & KARLA  
2606 CHARLESTON DR  
PHARR, TX 78577-7230

An inspection of the property you own located at 6008 E OREAR RD (parcel # 12-313-11-01-011.00 01) was conducted on May 12, 2017 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Thursday, June 29, 2017 at 1:30 pm in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated. If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

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

Sincerely,

Stephanie Sprock  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 1<sup>st</sup> day of June 2017 by ya.

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



# Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



**DISCLAIMER: READ CAREFULLY:** These maps were prepared for the inventory of real property based on the official of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should be verified prior to any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.



**Boone County Assessor**

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

Office (573) 886-4270  
 Fax (573) 886-4254

Open 8:00 am - 5:00 pm Monday to Friday

*Weeds*

**Parcel** 12-313-11-01-011.00 01

**Property Location** 6008 E OREAR RD

**City**  
**Library** BOONE COUNTY (L1)

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** HALLSVILLE (R4)

**Owner** AGUIRRE OBED & KARLA AMARANTA SOTELO RAMIREZ  
**Address** 2606 CHARLESTON DR  
**City, State Zip** PHARR, TX 78577 - 7230

**Subdivision Plat Book/Page** 0010 0092

**Section/Township/Range** 11 49 12  
**Legal Description** HILLVIEW ACRES BLK 2  
 LOT 28

**Lot Size** 70.00 x 110.00

**Irregular shape** Y

**Deed Book/Page** 4374 0140 2725 0052 2404 0160 1623 0634

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	8,900	42,700	51,600	RI	1,691	8,113	9,804
<b>Totals</b>	<b>8,900</b>	<b>42,700</b>	<b>51,600</b>	<b>Totals</b>	<b>1,691</b>	<b>8,113</b>	<b>9,804</b>

**Most Recent Tax Bill(s)**  
**Residence Description**

<b>Year Built</b>	1974 (ESTIMATE)		
<b>Use</b>	SINGLE FAMILY (101)		
<b>Basement</b>	NONE (1)	<b>Attic</b>	NONE (1)
<b>Bedrooms</b>	3	<b>Main Area</b>	960
<b>Full Bath</b>	1	<b>Finished Basement Area</b>	0
<b>Half Bath</b>	0		
<b>Total Rooms</b>	5	<b>Total Square Feet</b>	960

Boone County, Missouri

Recorded in Boone County, Missouri  
Date and Time 11/21/2014 at 10:55:56 AM  
Instrument # 2014022195 Book 4374 Page 140

Unofficial Document

Instrument Type QICL  
Recording Fee \$30.00  
No of Pages 3



*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds

[Space Above this Line for Recording Data]

**Title of Document:**

**QUITCLAIM DEED**

**Date of Document:**

11-6-14

**Reference Number (if applicable)** N/A

**Grantor(s):** Obed Aguirre and Karla Amaranta Sotelo Ramirez (who acquired title as Karla Aguirre)

**Grantor's Address:** 6008 E Orear Rd, Columbia, MO 65202

**Grantee:** Obed Aguirre and Karla Amaranta Sotelo Ramirez

**Grantee's Address:** 6008 E Orear Rd, Columbia, MO 65202

**Full Legal Description is located on** <sup>2ND</sup> ~~1st~~ **page**  
**APN:** 12 313 11 01 011 00

**Recording Requested By:** ServiceLink, A Black Knight Company  
**When Recorded Return To:**  
ServiceLink, A Black Knight Company  
400 Corporation Drive  
Centralized Curative Team  
Building 2 /Floor2 – Mailstop 450  
Aliquippa, PA 15001  
**Order No. 18778606**

NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same

Nora Dietzel, Recorder of Deeds

**Unofficial Document**

SUBJECT to all easements, rights of way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging, unto the said party of the second part as Tenants by the Entirety and unto their heirs and assigns forever; so that neither the said party of the first part, nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

ALL REFERENCES to the singular shall include the plural and vice versa.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hand and seal the day and year above written.

  
\_\_\_\_\_  
OBED AGUIRRE

  
\_\_\_\_\_  
KARLA AMARANTA SOTELO RAMIREZ

COUNTY OF Missouri

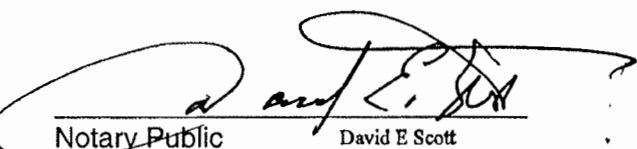
STATE OF Boone

On this 10 day of November, A.D., 2014, before me personally appeared Obed Aguirre and Karla Amaranta Sotelo Ramirez, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day year last above written.

(Seal)

DAVID E. SCOTT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Cole  
My Commission Expires 3/22/2016  
Commission # 12318828

  
\_\_\_\_\_  
Notary Public      David E Scott  
MO. Notary Public  
My Term Expires: 3-22-2016

NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same

Nora Dietzel, Recorder of Deeds



# 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

29th

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 authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6204 O'Rear Road, parcel #12-313-11-01-003.00 01.

Done this 29th 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

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

In Re: Nuisance Abatement	)	June Session
6204 E. O'Rear Rd.	)	April Adjourned
Columbia, MO 65202	)	Term 2017
	)	Commission Order No. <u>292-2017</u>

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

**NOW** on this 29th day of June, 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk in the form of carpet, tarp, and other miscellaneous items.
4. The location of the public nuisance is as follows: 6204 E. O'Rear Rd., Columbia, MO, a/k/a parcel #'s 12-313-11-01-003.00 01, Hillview Acres, Block 1, Lot 20, Section 11, Township 49, Range 12 as shown by deed book 943 page 0427, Boone County.
5. The specific violation of the Code is: junk in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code **on the 12th day of May 2017**, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so **as required by the Health Director or Official's original order referred to above.**

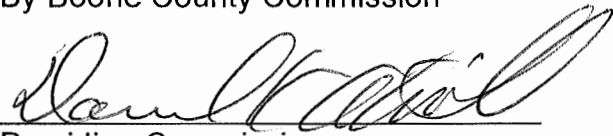
**Order For Abatement Chargeable As a Special Assessment To The Property**

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

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

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

Boone County, Missouri  
By Boone County Commission

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

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk (INTERIM)





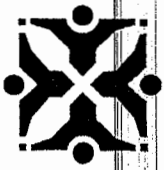


6204 E. O'Rear Rd.

Parcel #: 12-313-11-01-003.00 01

Owned by Robert and Bonnie Simpson

- 09 May 2017            Received complaint about weeds, trash, junk, and vehicles in the Hillview Acres Subdivision.
- 12 May 2017            Inspection of the subdivision revealed multiple properties with numerous violations including 6204 E. O'Rear Rd. which had junk on the premises.
- 16 May 2017            Notification of Determination of Public Health Hazard and/or Nuisance and Order for Abatement was sent to the property owners at the address listed above.
- 31 May 2017            Inspection of the subdivision revealed that no action had been taken at this property.
- 01 June 2017            A Hearing Notice is sent to the property owner.
- 16 June 2017            Notification is posted in the Columbia Tribune.
- 29 June 2017            Pictures of the property are taken for the Hearing.



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

SIMPSON ROBERT L & BONNIE S  
6204 E OREAR RD  
COLUMBIA, MO 65202 – 8289

An inspection of the property you own located at 6204 E OREAR RD (parcel # 12-313-11-01-003.00 01) was conducted on May 12, 2017 revealing junk in the form of carpet and other miscellaneous items. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Thursday, June 29, 2017 at 1:30 pm in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated. If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

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

Sincerely,

Stephanie Sprock  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 1<sup>st</sup> day of June 2017 by vja.

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



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

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

SIMPSON ROBERT L & BONNIE S
6204 E OREAR RD
COLUMBIA, MO 65202 - 8289

An inspection of the property you own located at 6204 E OREAR RD (parcel # 12-313-11-01-003.00 01) was conducted on May 12, 2017 revealing junk in the form of carpet and other miscellaneous items.

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

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

Sincerely,

Stephanie Sprock
Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 16th day of May 2017 by SS

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

NOTICE OF DECLARATION OF PUBLIC NUISANCE  
AND ORDER OF ABATEMENT

To: Robert and Bonnie Simpson  
6204 E. Orear Rd.  
Columbia, MO 65202 - 8289

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

Property Description: STR 11-49-12, HILLVIEW ACRES LOT 20 BLK 1, a/k/a 6204 E. Orear Rd. as shown by deed book 4386 page 0120

Type of Nuisance: junk

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

Date of Declaration, Order and Publication: 16 June 2017

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



# Boone County Assessor

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

Office (573) 886-4270  
 Fax (573) 886-4254

Open 8:00 am - 5:00 pm Monday to Friday

**Parcel** 12-313-11-01-003.00 01

**Property Location** 6204 E OREAR RD

**City**  
 Library **BOONE COUNTY (L1)**

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** HALLSVILLE (R4)

**Owner** SIMPSON ROBERT L & BONNIE S  
**Address** 6204 E OREAR RD  
**City, State Zip** COLUMBIA, MO 65202 - 8289

**Subdivision Plat Book/Page** 0010 0079

**Section/Township/Range** 11 49 12

**Legal Description** HILLVIEW ACRES  
 LOT 20 BLK 1  
 BENEFICIARY DEED

**Lot Size** 70.00 x 115.00

**Deed Book/Page** 4386 0120 0634 0798

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	9,000	47,000	56,000	RI	1,710	8,930	10,640
<b>Totals</b>	<b>9,000</b>	<b>47,000</b>	<b>56,000</b>	<b>Totals</b>	<b>1,710</b>	<b>8,930</b>	<b>10,640</b>

**Most Recent Tax Bill(s)**  
**Residence Description**

<b>Year Built</b>	1972 (ESTIMATE)		
<b>Use</b>	SINGLE FAMILY (101)		
<b>Basement</b>	NONE (1)	<b>Attic</b>	NONE (1)
<b>Bedrooms</b>	3	<b>Main Area</b>	960
<b>Full Bath</b>	1	<b>Finished Basement Area</b>	0
<b>Half Bath</b>	0		
<b>Total Rooms</b>	5	<b>Total Square Feet</b>	960

# Boone County Internet Sewer Map

Prepared by the Boone County GIS Department, (573) 886-4325



**DISCLAIMER: READ CAREFULLY** These maps were prepared for the inventory of real property based on the delineation of walls, poles, and/or supportive sites. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.





Recorded in Boone County, Missouri

Unofficial Document

Date and Time: 12/29/2014 at 03:35:00 PM

Instrument #: 2014024297 Book: 4386 Page: 120

Grantor: SIMPSON, ROBERT L  
Grantee: COLLINS, CRYSTAL A

Instrument Type: BDED  
Recording Fee: \$27.00 S  
No. of Pages: 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



**BENEFICIARY DEED**

THIS DEED, made this 29<sup>th</sup> day of December, 2014, wherein

ROBERT L. SIMPSON and BONNIE S. SIMPSON, husband and wife

herein referred to as Grantors, of the County of Boone, State of Missouri, without consideration do by these presents GRANT AND ASSIGN, CONVEY AND CONFIRM unto GRANTEE BENEFICIARIES named as follows:

CRYSTAL A. COLLINS and DEREK I. COLLINS, wife and husband, as tenants by entireties (with the right of survivorship)

herein referred to as Grantees (Grantees' mailing address: c/o Mr. and Mrs. Robert L. Simpson, 6204 O'Rear Road, Columbia, MO 65202) the following described Real Estate, situated in the County of Boone, State of Missouri, to-wit:

Lot Twenty (20) of HILLVIEW ACRES, a Subdivision as shown by a Plat recorded in Plat Book 10, Page 79 of the records of Boone County, Missouri.

Subject to easements and other matters of record.

Grantees shall take title to the above described real estate as tenants by entireties (with the right of survivorship). In the event either of the above named Grantees predeceases the last to die of Grantors, title to the above described real estate shall vest in the surviving said Grantee. In the event both of the above named Grantees predecease the last to die of Grantors, this deed shall be null and void.

To Have and to Hold the same together with all rights and appurtenances to the same belonging unto the said Grantee Beneficiaries, their heirs and assigns forever.

THIS BENEFICIARY DEED is executed pursuant to Section 461.025 RSMo. and is not effective to convey title to the above-described real estate until the death of both Grantors ROBERT

Nora Dietzel, Recorder of Deeds

L. SIMPSON and BONNIE S. SIMPSON. This Deed is subject to revocation by Grantors ROBERT L. SIMPSON and BONNIE S. SIMPSON, or either of them, and is subject to change in the manner provided by law by Grantors ROBERT L. SIMPSON and BONNIE S. SIMPSON, or either of them. In the event of revocation of this Deed title to the above-described real estate shall remain in Grantors ROBERT L. SIMPSON and BONNIE S. SIMPSON, or the survivor of them.

Upon the death of the last to die of Grantors without this Deed being revoked, title to the above described real estate shall vest in Grantees CRYSTAL A. COLLINS and DEREK I. COLLINS, wife and husband, as tenants by entireties (with the right of survivorship) and in the event either Grantee predeceases the last to die of Grantors, title to the above described real estate shall vest in the surviving Grantee, but in the event both Grantees predecease the last to die of Grantors, this deed shall be null and void.

IN WITNESS WHEREOF, Grantors execute this beneficiary deed on the day and year first above written.

*Robert L Simpson*  
\_\_\_\_\_  
ROBERT L. SIMPSON  
*Bonnie S Simpson*  
\_\_\_\_\_  
BONNIE S. SIMPSON

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 29<sup>th</sup> day of December, 2014, before me personally appeared ROBERT L. SIMPSON and BONNIE S. SIMPSON, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in Columbia, Missouri, the day and year last above written.

*Shannon L Smith*  
\_\_\_\_\_  
Notary Public

My commission expires:  
May 24, 2016

Shannon L. Smith  
Notary Public-Notary Seal  
State of Missouri-County of Boone  
COMMISSION #12381522  
My Commission Expires May 24, 2016



# 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

29th

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 authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5761-5763 E. Limoges Drive, parcel #17-212-03-04-013.00 01.

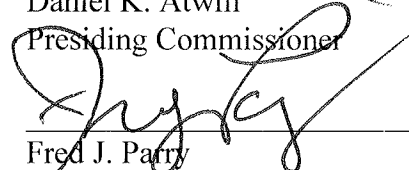
Done this 29th day of June, 2017.

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

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

In Re: Nuisance Abatement	)	June Session
5761-5763 E. Limoges Dr.	)	April Adjourned
Columbia, MO 65202	)	Term 2017
	)	Commission Order No. <u>293-2017</u>

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

**NOW** on this 29<sup>th</sup> day of June 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 5761-5763 E. Limoges Drive, a/k/a parcel# 17-212-03-04-013.00 01, Section 3, Township 48, Range 12 as shown in deed book 1341 page 0368, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 18<sup>th</sup> day of May to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

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

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

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

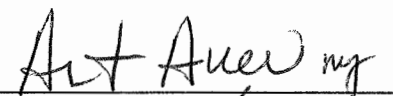
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

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

Boone County, Missouri  
By Boone County Commission

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

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk (INTERIM)

Photographs taken 6/9/17 @ ~ 9:40 am  
5761-5763 E. Limoges Drive



Stephen J. Reichlin  
5761-5763 E. Limoges Drive; 5937-5939 E. Limoges Drive  
Health Department nuisance notice - timeline

- 5/11/17: citizen complaint received
- 5/12/17: initial inspection conducted
- 5/16/17: notice of violation sent to owner, return receipt requested
- 5/18/17: owner signed for notice
- 6/9/17: reinspection conducted – violations not abated - photographs taken at ~ 9:40 am
- 6/13/17: hearing notice sent





# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Stephen J. Reichlin  
4208 Fall River Drive  
Columbia, MO 65203-6054

An inspection of the properties you own located at 5937-5939 E. Limoges Drive (parcel # 17-212-03-04-019.00 01) and 5761-5763 E. Limoges Drive (parcel # 17-212-03-04-013.00 01) was conducted on May 12, 2017 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Thursday, June 29, 2017 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

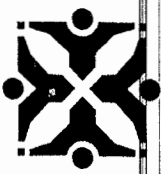
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom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

Sincerely,

Kristine Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 13<sup>th</sup> day of June 2017 by ya.

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



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

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

Stephen J. Reichlin  
4208 Fall River Drive  
Columbia, MO 65203-6054

An inspection of the properties you own located at:

- 5750-5752 E. Limoges Drive (parcel # 17-212-03-04-012.00 01);
- 5761-5763 E. Limoges Drive (parcel # 17-212-03-04-013.00 01);
- 5838-5840 E. Limoges Drive (parcel # 17-212-03-04-008.00 01); and
- 5937-5939 E. Limoges Drive (parcel # 17-212-03-04-019.00 01)

was conducted on May 12, 2017 and revealed growth of weeds in excess of twelve inches high on the premises.

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

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

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 16<sup>th</sup> day of

May 2017 by KW

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

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

7016 2070 0000 0010 5609

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

Certified Mail Fee \$            *CV*

Extra Services & Fees (check box, add fee if appropriate)

Return Receipt (hardcopy) \$           

Return Receipt (electronic) \$           

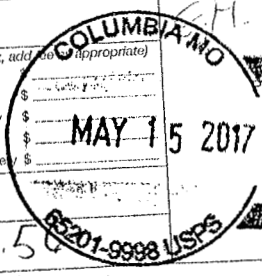
Certified Mail Restricted Delivery \$           

Adult Signature Required \$           

Adult Signature Restricted Delivery \$           

Postage \$           

Total Postage and Fees \$ 6.50



Sent to Stephen J. Reichlin

Street and Apt. No., or PO Box No. 4208 Fall River Drive

City, State, ZIP+4® Columbia, MO 65203-6054

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
Stephen J. Reichlin  
4208 Fall River Dr.  
Columbia, MO 65203-6054



2. Article Number (Transfer from service label)  
7016 2070 0000 0010 5609

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature [Signature]  Agent  Addressee

B. Received by (Printed Name) Stephen Reichlin C. Date of Delivery 5/18/17

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

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



Kristine Vellema <kris.vellema@como.gov>

**nuisance**

1 message

**Kala Wekenborg-Tomka** <michala.wekenborg@como.gov>  
To: Kristine Vellema <kris.vellema@como.gov>

Thu, May 11, 2017 at 4:09 PM

5840 Limoges - weeds

--  
Kala Wekenborg-Tomka  
Environmental Public Health Supervisor  
current Past President, MO Environmental Health Association  
Columbia/Boone County Public Health and Human Services  
573.874.7346 www.gocolumbiamo.com

*My e-mail address has changed to: michala.wekenborg@como.gov Thank you!*

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.

shz :  
5939 - weeds  
5840 - " dulizt narrow 2 →  
5743 - weeds  
5750 weeds



**Boone County Assessor**

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

Office (573) 886-4270

Fax (573) 886-4254

Open 8:00 am - 5:00 pm Monday to Friday

**Parcel** 17-212-03-04-013.00 01

**Property Location** E 5761-5763 LIMOGES DR

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

**Owner** REICHLIN STEPHEN J  
**Address** 4208 FALL RIVER DR  
**City, State Zip** COLUMBIA, MO 65203 - 6054

**Subdivision Plat Book/Page** 0031 0060

**Section/Township/Range** 3 48 12  
**Legal Description** WOODS MILL PLAT 1  
 LOT 13

**Lot Size** 85.00 x 127.46  
**Irregular shape** Y  
**Deed Book/Page** 1341 0368

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	23,000	90,800	113,800	RI	4,370	17,252	21,622
<b>Totals</b>	<b>23,000</b>	<b>90,800</b>	<b>113,800</b>	<b>Totals</b>	<b>4,370</b>	<b>17,252</b>	<b>21,622</b>

**Most Recent Tax Bill(s)  
 Residence Description**

<b>Year Built</b>	1997		
<b>Use</b>	DUPLEX (102)		
<b>Basement</b>	NONE (1)	<b>Attic</b>	FULL FINISHED WALL HEIGHT (5)
<b>Bedrooms</b>	6	<b>Main Area</b>	2,380
<b>Full Bath</b>	4	<b>Finished Basement Area</b>	0
<b>Half Bath</b>	0		
<b>Total Rooms</b>	10	<b>Total Square Feet</b>	2,380

Boone County Missouri  
**CORPORATION GENERAL WARRANTY DEED**

This is a legally binding contract. If not understood, seek competent advice.

727

THIS INDENTURE, made this 17th SEPTEMBER 1997, by and between  
SIGNATURE HOMES, INC. A MISSOURI CORPORATION  
a corporation of the State of Missouri, Party of the First Part, Grantor, and  
STEPHEN J. REICHLIN, A SINGLE PERSON  
Party or Parties of the Second Part, of the County of BOONE State of MISSOURI  
Grantor's Mailing Address: 4208 Fall River Drive, Columbia, MO 65203

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the Party or Parties of the Second Part, the receipt whereof is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of said Party of the First Part, a corporation, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Party or Parties of the Second Part, their heirs and assigns, the following described estate, situated in the County of BOONE State of Missouri, to-wit:

LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, LOTS FOURTEEN (14) THROUGH SIXTEEN (16), INCLUSIVE AND LOTS NINETEEN (19) AND TWENTY (20) OF WOODS MILL PLAT 1 AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 31, PAGE 60, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

TO HAVE AND TO HOLD the same, with all and singular the rights, privileges, appurtenances and amenities thereto belonging or in any wise appertaining, unto the said Party or Parties of the Second Part and their heirs and assigns, FOREVER, and the said Party of the First Part hereby covenants that it is lawfully seized of an indefeasible estate in fee simple in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the said Party or Parties of the Second Part and their heirs and assigns, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the year 1997, special assessments becoming a lien after the date of this deed \_\_\_\_\_

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed by its \_\_\_\_\_ President, attested by its \_\_\_\_\_ Secretary, and its corporate seal hereto affixed, the day and year first above written.

SIGNATURE HOMES, INC. A MISSOURI CORPORATION

A Corporation

By Michael D. Schultz  
MICHAEL D. SCHULTZ President

(Corporate Seal)

Attest: \_\_\_\_\_  
Secretary

STATE OF MISSOURI }  
COUNTY OF BOONE } ss.  
On this 17 day of Sept, 1997  
before me appeared MICHAEL D. SCHULTZ to me personally known, who, being by me duly sworn (or affirmed) did say that he is the \_\_\_\_\_ President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ President acknowledged said instrument to be free of act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid the day and year first above written.  
My term expires \_\_\_\_\_  
MARY JO EDMISTON  
Notary Public - Notary Seal  
State Of Missouri  
Boone County  
My Commission Expires January 9, 2000  
Mary Jo Edmiston  
Notary Public  
(SEAL) \_\_\_\_\_  
(Print or Type name of Notary Public)

STATE OF MISSOURI } Document No. 19918  
COUNTY OF BOONE } SS.



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 18th day of September, 1997 at 8 o'clock and 57:51 minutes AM and is truly recorded in Book 1346 Page 727.  
Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON RECORDER OF DEEDS  
by Melissa Marshall deputy  
Melissa Marshall

Nora Dietzel, Recorder of Deeds

Filed for record Document No. 19918 recorded in Book 1346 Page 727 at 8:57:51 AM in Boone Co. Mo. by Bettie Johnson, Recorder of Deeds

# 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

29th

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 award bid 25-08JUN17 – Trenchless Culvert Rehab 2017 to ACE Pipe Cleaning, Inc. of Kansas City, 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 29th 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

294-2017

# Boone County Purchasing

**Phil Fichter**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: June 27, 2017  
RE: 25-08JUN17-Trenchless Culvert Rehab - 2017

25-08JUN17-Trenchless Culvert Rehab – 2017 opened on June 9, 2017. Five (5) bids were received.

Resource Management chose Option 2 and has requested Public Works to perform the work for Type 2 Rock Blanket with Filter Fabric and Type 3 Rock Blanket with Filter Fabric eliminating those two bid items from the bid.

After recalculating the bid tabulations with these bid items removed, Resource Management recommends award by low bid to ACE Pipe Cleaning, Inc. of Kansas City Missouri.

Cost of the contract is \$197,850.00. There will be a 5% contingency of \$9,893.00 added for a Purchase Order total of \$207,743.00 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 \$194,100.

att: Bid Tab

cc: Micah Taylor, Resource Management  
Bid File



25-08JUN17 - TRENCHLESS CULVERT REHAB-2017

BID TABULATION			ENGINEER'S ESTIMATE		Rhoad A. Baker		Utility Solutions, LLC		Vee Jay Cement Contracting Co., Inc.		Lexeco, Inc		Ace Pipe Cleaning, Inc.		AVERAGE BID	
Option 1 Sliplining-Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MOBILIZATION	1	LS	\$12,000.00	\$12,000.00												
TRAFFIC CONTROL	1	LS	\$4,000.00	\$4,000.00												
REMOVALS	1	LS	\$6,000.00	\$6,000.00												
CLEARING AND GRUBBING	1	LS	\$5,000.00	\$5,000.00												
FLOW CONTROL	1	LS	\$5,000.00	\$5,000.00												
HDPE LINER PIPE FOR 60" DIA. CMP 48" O.D. (48.54" O.D.)	97	LF	\$205.00	\$19,885.00												
HDPE LINER PIPE FOR 60" DIA. CMP 54" O.D. (63.87" O.D.)	222	LF	\$230.00	\$51,060.00												
HDPE LINER PIPE FOR 72" DIA. CMP 63" O.D. (61.14" O.D.)	116	LF	\$380.00	\$44,080.00												
HDPE LINER PIPE FOR 84" DIA. CMP 83" O.D. (88" O.D.)	59	LF	\$328.00	\$19,368.00												
CONCRETE BULKHEADS	5	CY	\$125.00	\$625.00												
GRAVITY OF ANNUAL SPACE	115	CY	\$100.00	\$11,500.00												
8"x4" TYPE M. INLET	2	EA	\$8,800.00	\$17,600.00												
43" x 68" ELLIPTICAL CONCRETE PIPE	32	LF	\$250.00	\$8,000.00												
TYPE 1 ROLLED STONE BASE, 6" THICK	143	SY	\$16.00	\$2,288.00												
6" THICK, 4000 PSI PCC PAVEMENT	143	SY	\$96.00	\$13,728.00												
TYPE 2 ROCK BLANKET WITH FILTER FABRIC	25	CY	\$80.00	\$2,000.00												
TYPE 3 ROCK BLANKET WITH FILTER FABRIC	26	CY	\$80.00	\$2,080.00												
RESTORATION	1	LS	\$3,000.00	\$3,000.00												
<b>Bid Total</b>				<b>\$205,535.00</b>		<b>NO BID</b>		<b>NO BID</b>		<b>NO BID</b>		<b>\$436,036.50</b>		<b>NO BID</b>		<b>\$436,036.50</b>
Bid Receipts																
Work Authorization Certification																
Statement of Bidders Qualifications																
Anti-Collusion Statement																
Bid Bond																
Signature and Identity of Bidder																
Bidders Acknowledgment																

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25-08JUN17 - TRENCHLESS CULVERT  
REHAB-2017

BID TABULATION			ENGINEER'S ESTIMATE		Rhoad A. Baker		Utility Solutions, LLC		Vee Jay Cement Contracting Co., Inc.		Lexeco, Inc.		ACE Pipe Cleaning, Inc.		AVERAGE BID	
Option 2 CCCP-Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MOBILIZATION	1	LS	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$33,862.00	\$33,862.00	\$0.00	\$0.00	\$24,240.50	\$24,240.50
TRAFFIC CONTROL	1	LS	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$9,035.00	\$9,035.00	\$0.00	\$4,950.00	\$8,998.25	\$8,998.25
CLEARING AND GRUBBING	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$28,210.00	\$28,210.00	\$0.00	\$9,680.00	\$15,722.50	\$15,722.50	
FLOW CONTROL	1	LS	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$20,735.00	\$20,735.00	\$0.00	\$2,200.00	\$13,233.75	\$13,233.75	
CCCP LINER FOR 60" DIA. CMP. 0.75" THICK	348	LF	\$300.00	\$104,400.00	\$369.00	\$128,412.00	\$495.00	\$172,260.00	\$341.72	\$118,918.56	\$0.00	\$295.00	\$102,860.00	\$372.93	\$128,178.84	
CCCP LINER FOR 72" DIA. CMP. 0.75" THICK	110	LF	\$250.00	\$27,500.00	\$883.00	\$97,130.00	\$594.00	\$65,340.00	\$563.73	\$62,010.30	\$0.00	\$369.00	\$38,580.00	\$549.93	\$80,490.26	
CCCP LINER FOR 84" DIA. CMP. 0.75" THICK	58	LF	\$400.00	\$23,200.00	\$948.00	\$54,984.00	\$893.00	\$51,794.00	\$461.94	\$26,811.52	\$0.00	\$445.00	\$25,810.00	\$728.13	\$42,231.40	
TYPE 2 ROCK BLANKET WITH FILTER FABRIC	25	CY	\$80.00	\$2,000.00	\$80.00	\$2,000.00	\$210.00	\$5,250.00	\$275.60	\$6,890.00	\$0.00	\$7,617.00	\$190,425.00	\$2,045.65	\$51,141.25	
TYPE 3 ROCK BLANKET WITH FILTER FABRIC	18	CY	\$90.00	\$1,620.00	\$90.00	\$1,620.00	\$210.00	\$3,780.00	\$274.44	\$4,939.92	\$0.00	\$5,840.00	\$106,920.00	\$1,828.61	\$38,314.98	
RESTORATION	1	LS	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$28,715.00	\$28,715.00	\$0.00	\$4,850.00	\$4,950.00	\$11,816.25
<b>Bid Total</b>				<b>\$197,720.00</b>		<b>\$340,904.00</b>		<b>\$352,824.00</b>		<b>\$359,353.36</b>		<b>NO BID</b>		<b>\$495,195.00</b>		<b>\$387,069.09</b>
Bid Response						Y				Y				Y		
Work Authorization Certification						Y				Y				Y		
Statement of Bidders Qualifications						Y				Y				Y		
Anti-Collusion Statement						Y				Y				Y		
Bid Bond						Y				Y				Y		
Signature and Identity of Bidder						Y				Y				Y		
Bidders Acknowledgment						Y				Y				Y		

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**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **ACE Pipe Cleaning, 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 25-08JUN17- Trenchless Culvert Rehab - 2017**

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>25-08JUN17- Trenchless Culvert Rehab - 2017 (Option 2)</b>	<b>\$197,850.00</b>
<b>TOTAL</b>	<b>\$197,850.00</b>

The contract award for Boone County's **Trenchless Culvert Rehab – 2017** is to **be in the amount of \$197,850.00.**

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Individual Bidder Certification
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Sample Performance Bond,
- Sample 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  
Notice to Proceed  
Boone County Roadway Regulations Chapter II  
MODOT Standard Specifications for Highway Construction Current Edition  
US Army COE Nationwide Permit Conditions

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: **\$197,850.00.**

**One Hundred Ninety-Seven Thousand, Eight Hundred Fifty Dollars and NO Cents (\$197,850.00)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6-29-17  
at Columbia, Missouri. (Date)

**ACE Pipe Cleaning, Inc.**  
by Bruce Vantine  
title **Bruce Vantine**  
Secretary / Treasurer

**BOONE COUNTY, MISSOURI**  
by: Daniel K. Atwill  
**Daniel K. Atwill, Presiding Commissioner**

APPROVED AS TO FORM:  
[Signature]  
County Counselor

ATTEST:  
[Signature]  
**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.)

[Signature] 6/27/17 2041 / 71202 - **\$197,850.00**  
Signature by [Signature] Date Appropriation Account

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

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

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



**PERFORMANCE BOND**

Bond No. 106757654

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Ace Pipe Cleaning, Inc.

6601 Universal Avenue, Kansas City, MO 64102

as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

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

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 One Hundred Ninety Seven Thousand Eight Hundred Fifty and\* Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

\*00/100 (\$197,850.00)

WHEREAS, Contractor has, by written agreement dated 6-29-17 entered into a Contract with Owner for:

**CONTRACT NUMBER 25-08JUN17  
Trenchless Culvert Rehab - 2017  
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 Naperville, Illinois, on this 19th day of June, 2017.

Ace Pipe Cleaning, Inc.  
(Contractor)

(SEAL)

BY: Bruce Vantine  
**Bruce Vantine**  
Travelers Casualty and Surety Company of America Secretary / Treasurer  
(Surety Company)

(SEAL)

BY: Oscar F. Rincon  
(Attorney-In-Fact) Oscar F. Rincon

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.)

Travelers Casualty and Surety  
Surety Contact Name: Company of America  
Phone Number: 630-961-7005  
Address: 215 Shiman Boulevard  
Naperville, IL 60563



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232163

Certificate No. 007225354

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Kyle Pollock, Patrick J Brennan, Jr., and Erik Harms

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

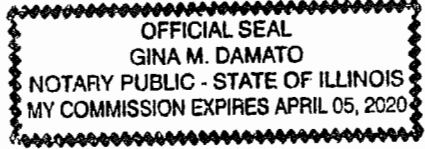
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 19th day of June A.D. 20 17

Gina M. Damato  
Notary Public



**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Ace Pipe Cleaning, Inc.  
6601 Universal Avenue, Kansas City, MO 64102,  
as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183  
a corporation organized under the laws of the State of Connecticut, 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

One Hundred Ninety Seven Thousand Eight Hundred Fifty and 00/100 DOLLARS

(\$ 197,850.00), 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 6-29-17 entered  
into a contract with Owner for

**CONTRACT NUMBER 25-08JUN17**  
**Trenchless Culvert Rehab – 2017**  
**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 Naperville, IL on this 19th day of June 20 17.

CONTRACTOR Ace Pipe Cleaning, Inc. (SEAL)

BY: Bruce Vantine  
**Bruce Vantine**

SURETY COMPANY Travelers Casualty and Surety Company of America  
Secretary / Treasurer

BY: Oscar F. Rincon  
(Attorney-In-Fact) Oscar F. Rincon

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: Travelers Casualty and Surety Company of America

Phone Number: 630-961-7005

Address: 215 Shuman Boulevard  
Naperville, IL 60563

**An Affirmative Action/Equal Opportunity Institution**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232163

Certificate No. 007225353

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Kyle Pollock, Patrick J Brennan, Jr., and Erik Harms

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Rancy, Senior Vice President

On this the 11th day of May, 2017, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

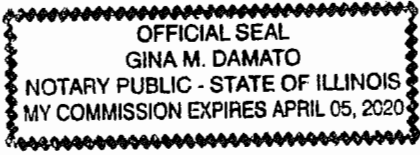
Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 19th day of June A.D. 20 17

Gina M. Damato  
Notary Public







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/21/2017

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 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> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com  ACE PI	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Zurich American Insurance Company		16535
<b>INSURER B :</b> American Zurich Insurance Company		40142
<b>INSURER C :</b> American Guarantee and Liability Insurance Company		26247
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-007073169-01                      **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			GLO 9377201-13	10/31/2016	10/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9377199-13	10/31/2016	10/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AUC591694711	10/31/2016	10/31/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9377202-13	10/31/2016	10/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: 25-08JUN17 TRENCHLESS CULVERT REHAB - 2017  
 THE COUNTY OF BOONE IS AN ADDITIONAL INSURED UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED. A WAIVER OF SUBROGATION IS INCLUDED IN FAVOR OF THE ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION COVERAGES, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED.

**CERTIFICATE HOLDER**                      **CANCELLATION**

COUNTY OF BOONE, MISSOURI C/O PURCHASING DEPARTMENT 613 E ASH STREET COLUMBIA, MO 65201	<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.</b>  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

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**PERFORMANCE BOND**

Bond No. 106757654

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Ace Pipe Cleaning, Inc.

6601 Universal Avenue, Kansas City, MO 64102

as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

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

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

\*00/100 (\$197,850.00)

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

**CONTRACT NUMBER 25-08JUN17  
Trenchless Culvert Rehab - 2017  
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 Naperville, Illinois, on this 19th day of June, 2017.

Ace Pipe Cleaning, Inc.  
(Contractor)

(SEAL)

BY: Bruce Vantine  
**Bruce Vantine**  
**Secretary / Treasurer**  
Travelers Casualty and Surety Company of America  
(Surety Company)

(SEAL)

BY: Oscar F. Rincon  
(Attorney-In-Fact) Oscar F. Rincon

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.)

Travelers Casualty and Surety  
Surety Contact Name: Company of America  
Phone Number: 630-961-7005  
Address: 215 Shiman Boulevard  
Naperville, IL 60563



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232163

Certificate No. 007225352

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Kyle Pollock, Patrick J Brennan, Jr., and Erik Harms

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

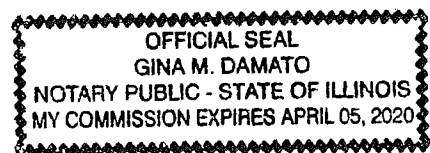
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 19th day of June A.D. 20 17

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



**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Ace Pipe Cleaning, Inc.  
6601 Universal Avenue, Kansas City, MO 64102,  
as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183  
a corporation organized under the laws of the State of Connecticut, 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

One Hundred Ninety Seven Thousand Eight Hundred Fifty and 00/100 DOLLARS

(\$ 197,850.00 ), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents:

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

**CONTRACT NUMBER 25-08JUN17  
Trenchless Culvert Rehab – 2017  
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is  
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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 Naperville, IL on this 19th day of June 20 17.

CONTRACTOR Ace Pipe Cleaning, Inc. (SEAL)

BY: Bruce Vantine **Bruce Vantine**  
Secretary / Treasurer

SURETY COMPANY Travelers Casualty and Surety Comany of America

BY: Oscar F. Rincon  
(Attorney-In-Fact) Oscar F. Rincon

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: Travelers Casualty and Surety Comany of America

Phone Number: 630-961-7005

Address: 215 Shuman Boulevard  
Naperville, IL 60563





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232163

Certificate No. 007225351

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Kyle Pollock, Patrick J Brennan, Jr., and Erik Harms

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

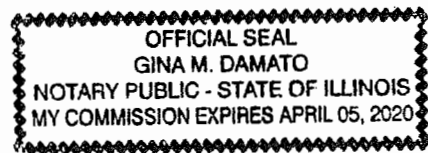
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 19th day of June A.D. 20 17

Gina M. Damato  
Notary Public



**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>
5/31/2017	1
6/5/2017	2

COMPANY NAME: Ace Pipe Cleaning, Inc.

ADDRESS: 6601 Universal Ave

CITY, STATE, ZIP: Kansas City, MO 64120

PHONE NUMBER: 816-241-2891

EMAIL ADDRESS: bvantine@acepipe.com

AUTHORIZED REPRESENTATIVE: Bruce Vantine

TITLE: Secretary/Treasurer

SIGNATURE: *Bruce Vantine*

Prompt Payment Terms: n/a

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

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

*American Pride Hauling, LLC*

**BID FORM  
TRENCHLESS CULVERT REHAB-2017**

Option 2 CCCP-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$8,000.00	\$ 8,000.00
TRAFFIC CONTROL	1	LS	\$4,950.00	\$ 4,950.00
CLEARING AND GRUBBING	1	LS	\$9,680.00	\$ 9,680.00
FLOW CONTROL	1	LS	\$2,200.00	\$ 2,200.00
CCCP LINER FOR 60" DIA. CMP, 0.76" THICK	348	LF	\$ 295.00	\$102,660.00
CCCP LINER FOR 72" DIA. CMP, 0.75" THICK	110	LF	\$ 360.00	\$ 39,600.00
CCCP LINER FOR 84" DIA. CMP, 0.75" THICK	58	LF	\$ 445.00	\$ 25,810.00
TYPE 2 ROCK BLANKET WITH FILTER FABRIC	25	CY	\$7,617.00	\$ 7,617.00
TYPE 3 ROCK BLANKET WITH FILTER FABRIC	18	CY	\$5,940.00	\$ 5,940.00
RESTORATION	1	LS	\$4,950.00	\$ 4,950.00
<b>Bid Total</b>				<b>\$211,407.00</b>

**BID FORM  
TRENCHLESS CULVERT REHAB-2017**

Option 1 Sliplining-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
FLOW CONTROL	1	LS	\$	\$
HDPE LINER PIPE FOR 60" DIA. CMP, 48" O.D. (46.64" O.D.)	97	LF	\$	\$
HDPE LINER PIPE FOR 60" DIA. CMP, 54" O.D. (53.8" O.D.)	225	LF	\$	\$
HDPE LINER PIPE FOR 72" DIA. CMP, 63" O.D. (61.5" O.D.)	116	LF	\$	\$
HDPE LINER PIPE FOR 84" DIA. CMP, 63" O.D. (68" O.D.)	59	LF	\$	\$
CONCRETE BULKHEADS	6	CY	\$	\$
GROUTING OF ANNULAR SPACE	140	CY	\$	\$
8'x4' TYPE M INLET	2	EA	\$	\$
43"x68" ELLIPTICAL CONCRETE PIPE	32	LF	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	143	SY	\$	\$
6" THICK, 4000 PSI PCC PAVEMENT	143	SY	\$	\$
TYPE 2 ROCK BLANKET WITH FILTER FABRIC	25	CY	\$	\$
TYPE 3 ROCK BLANKET WITH FILTER FABRIC	26	CY	\$	\$
RESTORATION	1	LS	\$	\$
<b>Bid Total</b>				<b>\$NO BID</b>



BOONE COUNTY, MISSOURI  
Request for Bid #: 25-08JUN17-Trenchless Culvert Rehab-  
2017

ADDENDUM #1 - Issued May 31, 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:

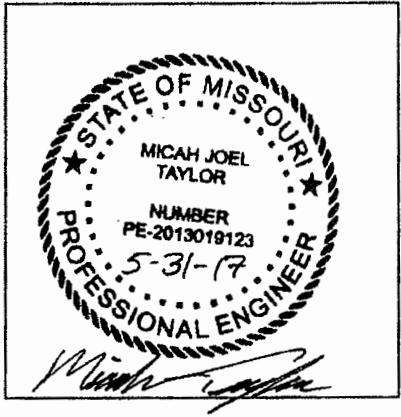
1. Location of the Bid Opening has been modified. New location of Bid Opening is as follows:

Bid Opening  
Thursday, June 8, 2017 at 1:30 p.m.  
**Conference Room 301**  
801 E. Walnut  
Columbia, MO, 65201

2. An error was found in the original design for Culvert #4117. As a result, a larger HDPE liner is required. The new liner shall be a 59' long, profile wall HDPE liner with an outside dimension of 77.83" and an inner diameter of 72", manufactured by ISCO Industries (Snap-Tite) or approved equal. This change shall be applied to all references in the Plans and Special Provisions for Culvert #4117 (84" diameter CMP). Contractor shall be responsible for visiting project site to take field measurements of existing Culvert #4117 to ensure installation of new large diameter liner is possible prior to ordering of any liner pipe. If concerns arise from field measurements, the Engineer shall be contacted immediately. Contractor will not be required to use the same pipe manufacturer on all culverts as that of Culvert #4117. Contractor may use those manufacturers specified in the Special Provisions at his discretion. Due to the change in liner size, quantities of annular space grout and concrete bulkhead bid items have also changed. Changes are reflected in the attached Revised Bid Form. Those bidding Option 1-Sliplining shall turn in Revised Bid Form in their bid submittal.

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123  
  
Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #1 to Request for Bid # 25-08JUN17 Trenchless Culvert Rehab-2017, receipt of which is hereby acknowledged:

Company Name: Ace Pipe Cleaning, Inc.

Address: 6601 Universal Ave  
Kansas City, MO 64120

Phone Number: 816-241-2891 Fax Number: 816-241-5054

Authorized Representative Signature:  Date: 6/6/2017

Authorized Representative Printed Name: Bruce Vantine, Secretary/Treasurer

**BID FORM (REVISED 5-31-2017)**  
**TRENCHLESS CULVERT REHAB-2017**

Option 1 Sliplining-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
FLOW CONTROL	1	LS	\$	\$
HDPE LINER PIPE FOR 60" DIA. CMP, 48" O.D. (46.64" O.D.)	97	LF	\$	\$
HDPE LINER PIPE FOR 60" DIA. CMP, 54" O.D. (53.8" O.D.)	225	LF	\$	\$
HDPE LINER PIPE FOR 72" DIA. CMP, 63" O.D. (61.5" O.D.)	116	LF	\$	\$
HDPE LINER PIPE FOR 84" DIA. CMP, 77.83" O.D.	59	LF	\$	\$
CONCRETE BULKHEADS	5	CY	\$	\$
GROUTING OF ANNULAR SPACE	115	CY	\$	\$
8'x4' TYPE M INLET	2	EA	\$	\$
43"x68" ELLIPTICAL CONCRETE PIPE	32	LF	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	143	SY	\$	\$
6" THICK, 4000 PSI PCC PAVEMENT	143	SY	\$	\$
TYPE 2 ROCK BLANKET WITH FILTER FABRIC	25	CY	\$	\$
TYPE 3 ROCK BLANKET WITH FILTER FABRIC	26	CY	\$	\$
RESTORATION	1	LS	\$	\$
<b>Bid Total</b>				<b>\$NO BID</b>





BOONE COUNTY, MISSOURI  
Request for Bid #: 25-08JUN17-Trenchless Culvert Rehab-  
2017

ADDENDUM #2 -- Issued June 5, 2017

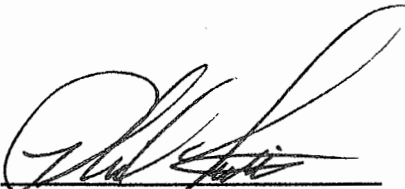
This addendum is issued in accordance with the Request for Bid Notice to Bidders and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Form*.

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. Question: Are there exposed bolt heads on any of the culverts being lined with CCCP?

Answer: Yes, culverts #4117 and #4118 on Wagon Trail Rd. have exposed bolt heads. The CCCP liner design thickness, as indicated in the Plans, shall be measured from the surface of these bolt heads. It is estimated the bolts protrude roughly 1/4" past the corrugation peak. Extra material needed to place proper design thickness over the bolts shall be included in the bid unit price.

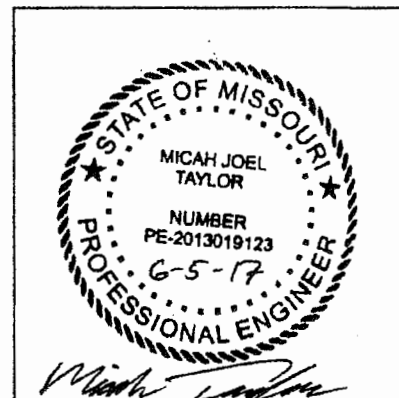
By:



Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

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



OFFEROR has examined copy of Addendum #2 to Request for Bid # 25-08JUN17 Trenchless Culvert Rehab-2017, receipt of which is hereby acknowledged:

Company Name: Ace Pipe Cleaning, Inc.

Address: 6601 Universal Ave

Kansas City, MO 64120

Phone Number: 816-241-2891 Fax Number: 816-241-5054

Authorized Representative Signature: Bruce Vantine Date: 6/6/2017

Authorized Representative Printed Name: Bruce Vantine, Secretary/Treasurer

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Trenchless Culvert Rehab - 2017

Project No.: NA

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.

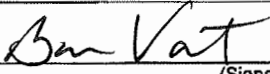
**SECTION V**

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: Ace Pipe Cleaning, Inc.

By:   
(Signature)

Bruce Vantine  
(Print or Type Name)

Title: Secretary/Treasurer

Address: 6601 Universal Ave

City, State, Zip: Kansas City, MO 64120

Phone: 816-241-2891

Fax: 816-241-5054

Email Address: bvantine@acepipe.com

Date: 6/8/2017

(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.

Bruce Vantine, Secretary/Treasurer-Ace Pipe Cleaning, Inc.

\_\_\_\_\_  
Name and Title of Authorized Representative

*Bruce Vantine*  
\_\_\_\_\_  
Signature

6/8/2017

\_\_\_\_\_  
Date

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

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM100004718190aRCRD>

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



Company ID Number: 96591

## 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 ACE PIPE CLEANIN, 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: 96591

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name: Sonya Crane

Telephone Number: 816-241-2891

Fax Number: 816-241-5054

E-mail Address: sonya@acepipe.com

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

Telephone Number: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

State of Missouri            )  
  )SS.  
County of Jackson            )

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.

6/8/2017  
Date

*Bruce Vantine*  
Signature

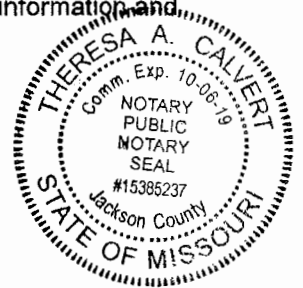
44-0580656  
Social Security Number  
or Other Federal I.D. Number

Bruce Vantine  
Printed Name

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

*Theresa A. Calvert*  
Notary Public

My Commission Expires: 10/06/2019



## 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:** Ace Pipe Cleaning, Inc.
2. **Business Address:** 6601 Universal Ave  
Kansas City, MO 64120
3. **When Organized:** 3/23/1954
4. **When Incorporated:** 3/23/1954
5. **If not incorporated, state type of business and provide your federal tax identification number:**  
n/a
6. **Number of years engaged in contracting business under present firm name:**  
63
7. **If you have done business under a different name, please give name and location:**  
n/a
8. **Percent of work done by own staff:** 100%
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 partial listing
12. **List of projects currently in progress:** see attached

\* Attach additional sheets as necessary \*



# Ace Pipe Cleaning, Inc

Kansas City, Ft. Worth, Tulsa, Wichita, St. Louis, Hayden AZ

*The Environmental Protection Specialist*

6601 Universal Avenue  
Kansas City, Missouri 64120  
Tel: (816) 241-2891  
Fax: (816) 241-5054  
Watts: (800) 325-9372

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## CCCP Qualifications Reference List

June 6, 2017

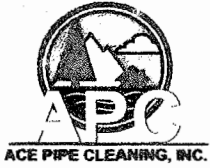
Project Name: T.H. 94 Manning Ave to St. Croix River  
Owner: MNDOT Minnesota Department of Transportation  
General Contractor: New Look Contracting, Inc.  
Contact: Eric Strafford (763) 645-5000 [estratford@newlookcontracting.net](mailto:estratford@newlookcontracting.net)  
Project Description: Lined the following using the Centri-Pipe system  
1,291 lf of 54", 1,029 lf of 60" 1,048 lf of 72"

Project Name: Rockland County 36" Pipe Rehabilitation. Orangeburg NY.  
Owner: Rockland County Sewer District  
General Contractor: National Water Main Cleaning Company, Inc.  
Contact: Marty Dolphin, P.E. Rockland County (845) 365-6111  
[dolphinm@co.rockland.ny.us](mailto:dolphinm@co.rockland.ny.us)  
Project Description: Lined 620 lf of 36" pipe using the Centri-Pipe system

Project Name: Jerseyville Culvert Rehabilitation  
Owner: City of Jerseyville, IL.  
General Contractor: Ace Pipe Cleaning, Inc.  
Contact: Bob Kincaid, P.E. City of Jerseyville, IL. (618) 779-2127  
[bobkincade@jerseyville-il.us](mailto:bobkincade@jerseyville-il.us)  
Project Description: Lined 100 lf of 60" pipe using the Centri-Pipe system

Project Name: Louisiana and Biscay CCCP Storm Sewer Rehabilitation  
Owner: City of Aurora, CO.  
General Contractor: Ace Pipe Cleaning, Inc.  
Contact: Swirvine Nyirenda, P.E. City of Aurora, CO. (720) 859-4003  
[snnyirend@auroragov.org](mailto:snnyirend@auroragov.org)  
Project Description: Lined 240 lf of 96" and 120 lf of 108"x72" pipe using the Centri-Pipe system

Project Name: Lusk Road 72" Rehab  
Owner: Town of Flower Mound Texas  
General Contractor: Ace Pipe Cleaning, Inc.  
Contact: Doug Stevens City of Flower Mound, TX. (972-874-6411  
[doug.stevens@flower-mound.com](mailto:doug.stevens@flower-mound.com)  
Project Description: Lined 40 lf of 72" storm pipe using the Centri-Pipe system.



**Ace Pipe Cleaning Inc.**

Corporate Headquarters  
6601 Universal Ave  
Kansas City, MO 64120  
Phone: 816-241-2891 ~ Fax: 816-241-5054  
[www.acepipe.com](http://www.acepipe.com)

**CURRENT PROJECTS – STRUCTURAL REHAB DIVISION**  
6/7/2017

General Contractor: SAK Construction  
Project: KCMO Walnut Street Sewer Rehab  
Contract Value: \$213,000  
Scope: 360 VF of Strong Seal Profile and Raven 405 Epoxy

General Contractor: Havens Construction  
Project: KCMO Blue River South Alternate 2  
Contract Value: \$175,000  
Scope: 775 VF of MS10000 with Conshield Structure Lining

General Contractor: Havens Construction  
Project: Havens Town Fork Creek  
Contract Value: \$295,000  
Scope: 1,100 VF of MS10000 with Conshield Structure Lining

Owner: City of Columbia, MO  
Project: City Wide Manhole Rehabilitation  
Contract Value: \$300,000  
Scope: 2,500 VF of Strong Seal MS2A Cementitious Manhole Lining

# *American Pride* **Hauling, LLC**

## REFERENCES

### **City of Jefferson**

\*Demolition, Asbestos Abatement  
Department of Planning & Protective Services  
320 E. McCarty Street  
Jefferson City, MO 65101  
Jayme Abbott: 573-634-6305

### **Lincoln University**

\*Demolition, Renovations, General Contracting, Asbestos Abatement  
Office of Facilities and Planning  
820 Chestnut Street, 309 Young Hall  
Jefferson City, MO 65101  
Michael Henderson: 573-681-5084

### **Missouri Department of Transportation**

\*Construction, Paving, General Contracting  
General Services, Facilities Management  
PO Box 270  
Jefferson City, MO 65102  
Marvin Wallace: 816-365-9946

### **Missouri Department of Conservation**

\*Construction, Paving, General Contracting  
Design and Development  
2901 West Truman Blvd., PO Box 180  
Jefferson City, MO 65102  
Jack Fisher: 573-619-7688

### **University of Missouri**

\*Construction, Demolition, Renovations, General Contracting  
Planning, Design & Construction  
General Services Building  
Columbia, MO 65211  
Kevin Bisges: 573-489-8611

### **Missouri Office of Administration**

\*Demolition, Excavation and Grading  
Design and Construction  
730 Truman Bldg., 301 W. High Street  
PO Box 809  
Jefferson City, MO 65102  
Keith Bonnot: 573-751-3339



**State of Missouri**  
**Office of Administration**  
**Office of Equal Opportunity**

Doug Nelson  
Commissioner of Administration

Walter J. Pearson  
Acting Director

This is to certify **American Pride Hauling, LLC** qualifies as a **Woman-Owned Business Enterprise** that has met the eligibility criteria established by the **State of Missouri, Office of Administration.**

A handwritten signature in cursive script, appearing to read "Walter Pearson".

Walter J. Pearson, Acting Director, Office of Equal Opportunity

Certification Number **W04540** Date of Issue **12-15-2015** Date of Expiration **12-1-2018**

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Jackson

Bruce Vantine, being first duly sworn, deposes and

says that he is Secretary/Treasurer  
(Title of Person Signing)

of Ace Pipe Cleaning, 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 Bruce Vantine **Bruce Vantine**  
Secretary / Treasurer

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 8th day of June, 2017

Theresa A. Calvert  
Notary Public

My Commission Expires 10/06/2019





## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

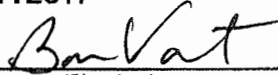
\_\_\_\_\_  
(If using a fictitious name, show this  
name above in addition to legal names)

\_\_\_\_\_  
Address of principal place of  
business in Missouri  
6601 Universal Ave

Ace Pipe Cleaning, Inc.  
(If a corporation - show its name above)

Kansas City, MO 64120  
Address of principal place of  
business in Missouri

**ATTEST:**

  
\_\_\_\_\_  
(Signature)  
**Bruce Vantine**  
\_\_\_\_\_  
Secretary/Treasurer  
(Print Name and Title)

Dated June 8, 2017.

### NOTE:

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

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

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

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of Jackson

On this 8th day of June, 20 17

before me appeared Bruce Vantine 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.~~

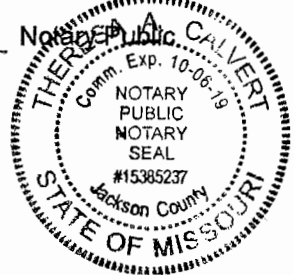
~~(if a partnership or joint venture) acknowledged that he executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

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

of Ace Pipe Cleaners 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 KANSAS CITY, MO the day and year first above written.

(SEAL) [Signature]



My Commission expires 10-6, 20 19.

# BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

**CONTRACTOR:**

(Name, legal status and address)

Ace Pipe Cleaning, Inc.  
6601 Universal Avenue  
Kansas City, MO 64120

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER:**

(Name, legal status and address):

Boone County Resource Management  
801 E. Walnut Street, Room 315  
Columbia, MO 65201

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**PROJECT:**

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


**Trenchless Culvert Rehab - 2017**


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 8<sup>th</sup> day of June, 2017

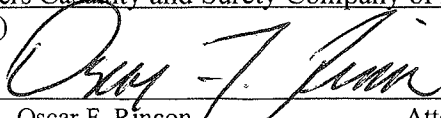
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) Carrie L. Smith

Ace Pipe Cleaning, Inc.  
(Principal) \_\_\_\_\_ (Seal)

  
\_\_\_\_\_  
(Title) **Bruce Vantine**

Secretary / Treasurer  
Travelers Casualty and Surety Company of America  
(Surety) \_\_\_\_\_ (Seal)

  
\_\_\_\_\_  
(Title) Oscar F. Rincon Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231865

Certificate No. 007131878

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Fowlkes, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Kyle Pollock, and Erik Harms

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 21st day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:


THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

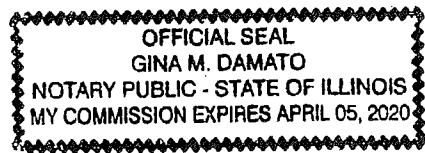
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 8th day of June A.D. 20 17

  
Notary Public



**ACTION BY ALL OF THE SHAREHOLDERS  
OF  
ACE PIPE CLEANING  
BY WRITTEN CONSENT  
IN LIEU OF AN ANNUAL MEETING**

The undersigned, being all the shareholders of Carylton Corporation, an Illinois corporation, and the Carylton Corporation being the sole shareholder of Ace Pipe Cleaning Inc. (the "Corporation"), do hereby authorize and consent in lieu of an annual meeting to the adoption of the following resolutions:

**RESOLVED**, that the following persons be, and hereby are, elected as directors of the Corporation, to serve in that capacity until the next annual meeting of the shareholders or until their successors are elected and qualified:

Steve Hontz

**FURTHER RESOLVED**, this consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This consent may be executed by facsimile, telecopy, pdf, or other reproduction, and such execution shall be considered valid, binding and effective for all purposes.

**FURTHER RESOLVED**, that any and all acts previously taken by the directors of the Corporation since the date of the last annual meeting (or written consent in lieu thereof) of the shareholders are in all respects ratified and confirmed as the acts and deeds of the Corporation.

CARYLTON CORPORATION, its sole shareholder

By: Marcie Hemmelstein  
Marcie Hemmelstein, its Chairman and Chief Executive Officer.

Being all the Shareholders of the Corporation

Dated: March 27, 2017

**ACTION BY ALL OF THE DIRECTORS  
OF  
ACE PIPE CLEANING  
BY WRITTEN CONSENT  
IN LIEU OF AN ANNUAL MEETING**

The undersigned, being all the members of the Board of Directors of Ace Pipe Cleaning Inc., a Missouri corporation (the "Corporation"), hereby waive all notice, and hereby vote for, consent to, ratify, and adopt the following actions as if the same had been duly voted for, consented to, ratified, and adopted at a duly called and convened annual meeting of the board of directors of the Corporation:

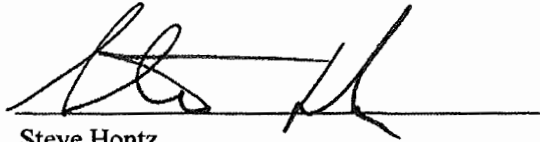
**RESOLVED**, that the following persons are hereby elected to the offices of the Corporation set forth opposite such person's name, to serve until such person's successors are elected and qualified, in accordance with the By-Laws of the Corporation:

Steve Hontz	President
Don Uberroth	Vice President
Bruce Vantine	Secretary / Treasurer

**FURTHER RESOLVED**, this consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This consent may be executed by facsimile, telecopy, pdf, or other reproduction, and such execution shall be considered valid, binding and effective for all purposes.

**FURTHER RESOLVED**, that any and all acts previously taken by the officers of the Corporation since the date of the last annual meeting (or written consent in lieu thereof) of the Board of Directors, are in all respects expressly ratified and confirmed as the acts and deeds of the Corporation.

Dated: April 18, 2017



Steve Hontz,  
Being the Sole Director of the Corporation



BOONE COUNTY, MISSOURI  
Request for Bid #: 25-08JUN17-Trenchless Culvert Rehab-  
2017

ADDENDUM #2 – Issued June 5, 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. Question: Are there exposed bolt heads on any of the culverts being lined with CCCP?

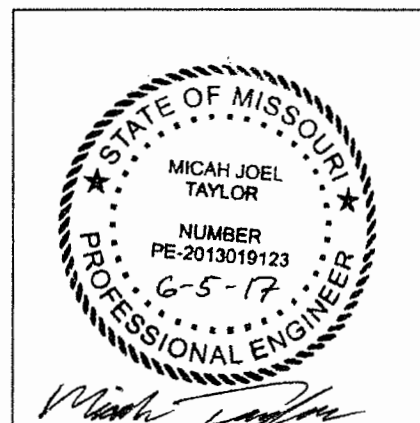
Answer: Yes, culverts #4117 and #4118 on Wagon Trail Rd. have exposed bolt heads. The CCCP liner design thickness, as indicated in the Plans, shall be measured from the surface of these bolt heads. It is estimated the bolts protrude roughly ¼" past the corrugation peak. Extra material needed to place proper design thickness over the bolts shall be included in the bid unit price.

By:

Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

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





OFFEROR has examined copy of Addendum #2 to Request for Bid # 25-08JUN17 Trenchless Culvert Rehab-2017, receipt of which is hereby acknowledged:

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

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

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

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

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



BOONE COUNTY, MISSOURI  
Request for Bid #: 25-08JUN17-Trenchless Culvert Rehab-  
2017

ADDENDUM #1 - Issued May 31, 2017

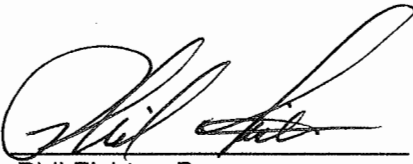
This addendum is issued in accordance with the Request for Bid Notice to Bidders and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Form*.

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:

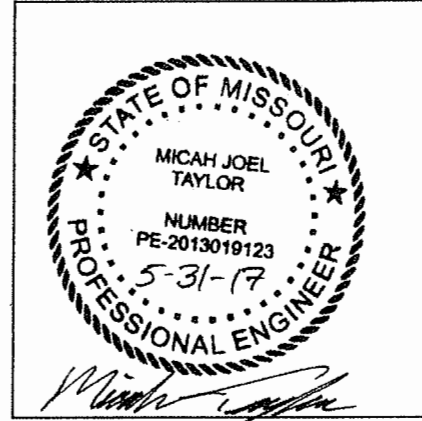
1. Location of the Bid Opening has been modified. New location of Bid Opening is as follows:

Bid Opening  
Thursday, June 8, 2017 at 1:30 p.m.  
**Conference Room 301**  
801 E. Walnut  
Columbia, MO, 65201

2. An error was found in the original design for Culvert #4117. As a result, a larger HDPE liner is required. The new liner shall be a 59' long, profile wall HDPE liner with an outside dimension of 77.83" and an inner diameter of 72", manufactured by ISCO Industries (Snap-Tite) or approved equal. This change shall be applied to all references in the Plans and Special Provisions for Culvert #4117 (84" diameter CMP). Contractor shall be responsible for visiting project site to take field measurements of existing Culvert #4117 to ensure installation of new large diameter liner is possible prior to ordering of any liner pipe. If concerns arise from field measurements, the Engineer shall be contacted immediately. Contractor will not be required to use the same pipe manufacturer on all culverts as that of Culvert #4117. Contractor may use those manufacturers specified in the Special Provisions at his discretion. Due to the change in liner size, quantities of annular space grout and concrete bulkhead bid items have also changed. Changes are reflected in the attached Revised Bid Form. Those bidding Option 1-Sliplining shall turn in Revised Bid Form in their bid submittal.

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123  
  
Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #1 to Request for Bid # 25-08JUN17 Trenchless Culvert Rehab-2017, receipt of which is hereby acknowledged:

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

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

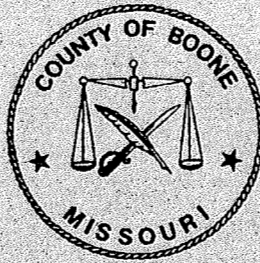
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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

**BID FORM (REVISED 5-31-2017)**  
**TRENCHLESS CULVERT REHAB-2017**

Option 1 Sliplining-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
FLOW CONTROL	1	LS	\$	\$
HDPE LINER PIPE FOR 60" DIA. CMP, 48" O.D. (46.64" O.D.)	97	LF	\$	\$
HDPE LINER PIPE FOR 60" DIA. CMP, 54" O.D. (53.8" O.D.)	225	LF	\$	\$
HDPE LINER PIPE FOR 72" DIA. CMP, 63" O.D. (61.5" O.D.)	116	LF	\$	\$
HDPE LINER PIPE FOR 84" DIA. CMP, 77.83" O.D.	59	LF	\$	\$
CONCRETE BULKHEADS	5	CY	\$	\$
GROUTING OF ANNULAR SPACE	115	CY	\$	\$
8'x4' TYPE M INLET	2	EA	\$	\$
43"x68" ELLIPTICAL CONCRETE PIPE	32	LF	\$	\$
TYPE I ROLLED STONE BASE, 6" THICK	143	SY	\$	\$
6" THICK, 4000 PSI PCC PAVEMENT	143	SY	\$	\$
TYPE 2 ROCK BLANKET WITH FILTER FABRIC	25	CY	\$	\$
TYPE 3 ROCK BLANKET WITH FILTER FABRIC	26	CY	\$	\$
RESTORATION	1	LS	\$	\$
<b>Bid Total</b>				<b>\$</b>



## TRENCHLESS CULVERT REHAB-2017

Project Number: NA

**Bid Number: 25-08JUN17**

### 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

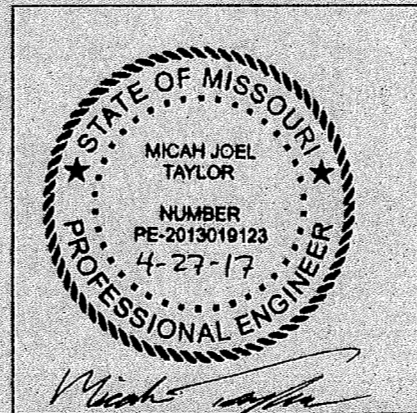
### \*PROJECT MANAGER

Micah J. Taylor, P.E.  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: (573) 886-4480  
Fax: (573) 886-4340  
E-mail: mtaylor@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



Micah J. Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

Boone County Resource Mgmt.  
MO Engineering Corp. # NA  
801 E. Walnut, Room 315  
Columbia, MO 65201-4480  
Phone: 573-886-4480  
Fax: 573-886-4340

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

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

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## NOTICE TO BIDDERS

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

**Project Name:**

TRENCHLESS CULVERT REHAB-2017

**Project Number:**

NA

**Bid Number:**

25-08JUN17

**Scope of Project Construction:**

OPTION 1:

Rehab existing corrugated metal culverts, as indicated in the Plans, by sliplining the pipes with an approved HDPE liner pipe. Additional work includes clearing and grubbing of trees and brush, flow control, removal and replacement of Type M inlets, installation of elliptical concrete pipe, grouting of liner pipe, removal of existing concrete pavement, installation of rolled stone base rock, installation of new 6" thick concrete pavement, installation of rock blanket, and restoration.

OPTION 2:

Rehab existing corrugated metal culverts, as indicated in the Plans, by installing a centrifugally cast concrete pipe (CCCP). Additional work includes clearing and grubbing of trees and brush, flow control, installation of rock blanket, and restoration.

**Pre-Bid Conference:**

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

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on Monday, June 5, 2017. Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **12:45 p.m. on Thursday, June 8, 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 Thursday, June 8, 2017** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.



**Contract Time:**

25 Working Days. THE LATEST START DATE SHALL BE SEPTEMBER 5, 2017.

**Liquidated Damages:**

\$500.00 per Working Day

**Anticipated Notice To Proceed Date:**

On or about July 5, 2017. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

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

None Required

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$40.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

## REFERENCE DOCUMENT DEFINITIONS

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

**Boone County Roadway  
Regulations Chapter II:**

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

**MoDOT Standard  
Specifications:**

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

**MUTCD:**

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

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**BID FORM  
TRENCHLESS CULVERT REHAB-2017**

Option 1 Sliplining-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
FLOW CONTROL	1	LS	\$	\$
HDPE LINER PIPE FOR 60" DIA. CMP, 48" O.D. (46.64" O.D.)	97	LF	\$	\$
HDPE LINER PIPE FOR 60" DIA. CMP, 54" O.D. (53.8" O.D.)	225	LF	\$	\$
HDPE LINER PIPE FOR 72" DIA. CMP, 63" O.D. (61.5" O.D.)	116	LF	\$	\$
HDPE LINER PIPE FOR 84" DIA. CMP, 63" O.D. (68" O.D.)	59	LF	\$	\$
CONCRETE BULKHEADS	6	CY	\$	\$
GROUTING OF ANNULAR SPACE	140	CY	\$	\$
8'x4' TYPE M INLET	2	EA	\$	\$
43"x68" ELLIPTICAL CONCRETE PIPE	32	LF	\$	\$
TYPE 1 ROLLED STONE BASE, 6" THICK	143	SY	\$	\$
6" THICK, 4000 PSI PCC PAVEMENT	143	SY	\$	\$
TYPE 2 ROCK BLANKET WITH FILTER FABRIC	25	CY	\$	\$
TYPE 3 ROCK BLANKET WITH FILTER FABRIC	26	CY	\$	\$
RESTORATION	1	LS	\$	\$
<b>Bid Total</b>				<b>\$</b>

**BID FORM  
TRENCHLESS CULVERT REHAB-2017**

Option 2 CCCP-Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
FLOW CONTROL	1	LS	\$	\$
CCCP LINER FOR 60" DIA. CMP, 0.75" THICK	348	LF	\$	\$
CCCP LINER FOR 72" DIA. CMP, 0.75" THICK	110	LF	\$	\$
CCCP LINER FOR 84" DIA. CMP, 0.75" THICK	58	LF	\$	\$
TYPE 2 ROCK BLANKET WITH FILTER FABRIC	25	CY	\$	\$
TYPE 3 ROCK BLANKET WITH FILTER FABRIC	18	CY	\$	\$
RESTORATION	1	LS	\$	\$
<b>Bid Total</b>				<b>\$</b>

**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.



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: \_\_\_\_\_

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

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

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

### SECTION I

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

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:



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## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

\* Attach additional sheets as necessary \*

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## ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

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

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

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

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## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

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

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

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

**ATTEST:**

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

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

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

### NOTE:

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

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

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

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## BIDDER'S ACKNOWLEDGMENT

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

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

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

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

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

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

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

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

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

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

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

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



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## INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

**9.8.** This section has been left blank

**9.9.** This section has been left blank

**9.10.** This section has been left blank

**9.11.** This section has been left blank

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

**9.13.** Release of Retained Percentages:

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

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

b. Written consent of the surety to such payment;

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

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

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

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

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

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

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

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

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

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

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

a. In the Owner's office:

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

b. On the Project:

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



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

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

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

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

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

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

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

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

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is 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<sub>2</sub>O<sub>5</sub>) and soluble potash (K<sub>2</sub>O), 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 02335 – SUBGRADE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02337 – DIG OUT REPAIR

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02370 – ROCK BLANKET

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02630 – STORM DRAINAGE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

***Except:***

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

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

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

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

**END OF SECTION**

## SECTION 02720 – AGGREGATE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02739 – PRIME/TACK COATS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02740 – ASPHALTIC CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

#### 1.3 QUALITY CONTROL

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION



## SECTION 02741 – PAVING FABRIC

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

##### 1. Physical Properties

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

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

## PART 3 – EXECUTION

### 3.1 INSTALLATION

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

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

**END OF SECTION**

## SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02770 – CONCRETE CURB AND GUTTER

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02773 – CONCRETE DRIVEWAY

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02775 – CONCRETE SIDEWALK

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## **SPECIAL PROVISIONS**

### **General**

1. All construction shall conform to the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
2. Construction activities associated with this project shall comply with current OSHA regulations and required safety measures
3. Any lot lines, building setback lines and easement lines are shown for general information purposes only. Refer to the recorded plats for detailed dimensions and information.
4. Contractor shall maintain all construction operations within public easements, rights-of-way, and the limits of temporary construction areas as indicated on the Plans. Any agreements with property owners shall be in writing, a copy of which shall be delivered to a Boone County representative.
5. Contractor shall protect permanent survey monuments. Survey monuments removed or damaged during construction shall be restored at the Contractor's expense by a licensed surveyor registered in the State of Missouri.
6. Any damage done to existing infrastructure, adjacent to project boundaries, shall be replaced by the Contractor at his expense.
7. Anticipated Notice to Proceed will be around July 5, 2017, with the latest possible start date being September 5, 2017. Contractor may start at any date between anticipated Notice to Proceed and September 5<sup>th</sup>, however once work has commenced the contract working days shall begin.

### **Utility Coordination**

8. Any utilities shown in the plans approximately reflect a visual inspection of the site, and are for information purposes only.
9. The contractor shall be responsible for verifying location, condition, and depth of all existing utilities prior to construction. Contact the Boone County inspector with any conflicts.
10. Should a utility conflict arise whether foreseen or unforeseen, the Contractor shall be responsible for alerting the utility provider and coordinating with said provider to resolve the conflict. Points of contact for utility providers are provided on the cover sheet of the Plans.
11. Requests for additional working days due to unforeseen utility conflicts will be processed on a case by case basis. Automatic approval of such requests may not be granted.

### **Options 1 & Option 2 Bidding**

12. The Bidder can either rehabilitate the existing culverts by sliplining (Option 1) or rehab by centrifugally cast concrete pipe (CCCP) (Option 2).
13. The Bidder is not required to submit a bid for both options. The Bidder may submit a bid for only one option or both at their discretion.
14. To place a valid bid, the Bidder must complete fully all bid items on the Bid Form(s) for the given option(s). Any bid items left blank will be considered an incomplete bid and will void the Bidder from that option.
15. The following Special Provisions have been arranged per their respected option.

## **OPTION 1-SLIPLINING SPECIAL PROVISIONS**

### **Traffic Control/Project Phasing**

16. The Contractor is responsible for all Traffic Control during construction. The current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) shall be followed for temporary traffic control operations and devices.



17. Contractor shall be responsible for creating a project Phasing and Traffic Control Plan. This plan should be submitted to the County prior to the Pre-Construction Meeting. Notice to proceed will not be issued until such a plan has been approved by the County.
18. Contractor shall notify the County a minimum of 72 hours in advance of any road or lane closures to allow ample time to issue a press release.
19. Contractor shall maintain a minimum of one clear lane open to traffic at all times at the Wagon Trail Rd. work sites as well as the Applewood Creek Rd. site. Sufficient traffic control in the form of flaggers, signs, and cones as per MUTCD shall be in place to aide drivers in navigating the work zone.
20. Contractor will be allowed to fully close Burning Bush Rd. during construction. However, driveway access shall be maintained to all properties, at all times.
21. Traffic Control for Option 1 will not be measured and will be paid for at the contract Lump Sum bid price. Bid item for shall include all labor, material, installation, and maintenance of all signage, posts, delineators, and barricades necessary for proper traffic control.

### **Removals**

22. Removals bid item shall include all labor, equipment, and material required to saw cut, remove, and haul away the existing concrete pavement, remove and haul away the existing corrugated metal culverts and concrete inlets, and remove and haul away any native soil. Removals will not be measured and shall be paid for at the contract Lump Sum bid price.

### **Clearing and Grubbing**

23. Clearing and Grubbing bid item shall include all labor, equipment, and material needed to remove all existing trees, debris, and vegetation from the project area as indicated on the Plans.
24. All trees, especially small diameter trees, may not be represented on the Plans. Contractor shall be responsible for conducting a site visit, prior to submitting a bid, to gather a better understanding to the amount of vegetation which will be removed.
25. Minor tree limb or brush trimming shall be included in this bid item.
26. All debris from Clearing and Grubbing operations shall be removed from the site completely. No open burning or mulching and broadcasting debris chips into the surrounding landscape will be allowed.
27. Clearing and Grubbing will not be measured and will be paid for at the contract Lump Sum bid price.

### **Flow Control**

28. Flow Control bid item shall include all material, equipment, and labor necessary to prevent natural creek flow from entering the existing culverts during rehabilitation activities. This shall include but is not limited to temporary dams, pumps, and hoses.
29. The existing culverts will not be required to be completely dry prior to rehabilitation. However, all standing water shall be removed from all voids or low spots within the existing culvert prior to rehabilitation.
30. Flow Control shall also include the construction of temporary dams, or other methods, to prevent the transport of cementitious material downstream in the event of a spill. If a minor spill of grout or cement does occur, it shall be left in place until hardened and then removed from the site.
31. Flow Control will not be measured and shall be paid for at the contract Lump Sum bid price.

### **HDPE Liner Pipe for 60" Dia. CMP, 48" O.D. (46.64" O.D.)**

32. Bid item shall include all material, labor, and equipment necessary to properly slipline existing 60" diameter corrugated metal pipes with a HDPE liner pipe. HDPE liner pipes shall be either Snap Tite®, InnerFlow®, Culvert Renew®, or approved equal brand of HDPE liner pipe. Approved equal shall be submitted and approved by the Engineer, in writing, prior to bid opening. Liners shall be installed per pipe manufacturer's specifications and these Special

- Provisions. All costs associated with culvert inspection, repair, cleaning, and blocking installation as described hereafter shall be included in the bid item.
33. Outside diameter (O.D.) of liner shall be 48". Those dimensions in parenthesis in the Plans, Bid Tab, and these Special Provisions specifies the required size if Contractor chooses to use the Culvert Renew® brand of liner, as they are different than Snap Tite® or InnerFlow®.
  34. The Contractor shall be responsible, prior to bidding, to visually inspect all culverts in the project. It is highly advised culvert inspection be done with a representative from the pipe manufacturer. Periodic measurements shall be taken of the existing culvert to ensure liner pipe may be installed properly. Inspection shall also note any damage or obstructions present in the existing pipes which may prevent liner installation.
  35. Damage in the form of offset joints or partial collapse within the existing pipe shall be repaired by mechanical jacking. If pipe needs patching to prevent water infiltration, patching shall be done with a quick set grout/mortar, or other approved method. If damage is found prior to bidding which may require more extensive repair, the Engineer shall be notified and an Addendum may be created to address repair work. If damage occurs and is found after bidding, Contractor shall submit, in writing, a proposal for repair work and shall receive Engineer's approval prior to the start of said work. All repair work shall be incidental to liner bid item.
  36. All culverts shall be cleaned prior to liner installation. Culverts shall be free of loose debris including rocks, dirt, leaves, and trash. Cleaning may be done via pressure washer or other approved means. Those existing culverts without inverts shall be handled with care, to ensure no additional erosion takes place from cleaning operations. Culverts do not need to be fully dried prior to liner installation, however all standing water shall be removed from voids or other low areas within the culvert.
  37. Contractor shall submit to the County a copy of the pipe manufacturer's specifications for installation of liner pipe. Contractor shall follow said specifications. If Contractor wishes to deviate from specifications, he shall seek prior approval from the Engineer.
  38. Grade of liner pipe shall be parallel to that of the host pipe unless noted otherwise.
  39. Wood blocking shall be installed in the host pipe prior to liner installation per manufacturer's recommendations. Blocking shall be in place to allow grout to flow under liner, as well as prevent flotation of liner during grouting.
  40. If Contractor has never constructed a sliplining project, it is recommended, but not required, a pipe manufacturer's representative be onsite during liner installation and grouting operations.
  41. Liner Pipe will be measured to the nearest foot along the flowline of installed pipe and will be paid for at the contract Linear Foot bid price.

#### **HDPE Liner Pipe for 60" Dia. CMP, 54" O.D. (53.8" O.D.)**

42. Bid item shall include all material, labor, and equipment necessary to properly slipline existing 72" diameter corrugated metal pipes with a HDPE liner pipe. HDPE liner pipes shall be either Snap Tite®, InnerFlow®, Culvert Renew®, or approved equal brand of HDPE liner pipe. Approved equals shall be submitted and approved by the Engineer, in writing, prior to bid opening. Liners shall be installed per pipe manufacturer's specifications and these Special Provisions. All costs associated with culvert inspection, repair, cleaning, and blocking installation as described hereafter shall be included in the bid item.
43. Outside diameter (O.D.) of liner shall be 54". Those dimensions in parenthesis in the Plans, Bid Tab, and these Special Provisions specifies the required size if Contractor chooses to use the Culvert Renew® brand of liner, as they are different than Snap Tite® or InnerFlow®.
44. Bid item shall include Special Provisions 34-40 of these Special Provisions.
45. Liner Pipe will be measured to the nearest foot along the flowline of installed pipe and will be paid for at the contract Linear Foot bid price.

#### **HDPE Liner Pipe for 72" Dia. CMP, 63" O.D. (61.5" O.D.)**

46. Bid item shall include all material, labor, and equipment necessary to properly slipline existing 72" diameter corrugated metal pipes with a HDPE liner pipe. HDPE liner pipes shall be either Snap Tite®, InnerFlow®, Culvert Renew®, or approved equal brand of HDPE liner pipe. Approved equals shall be submitted and approved by the Engineer, in writing, prior to bid

opening. Liners shall be installed per pipe manufacturer's specifications and these Special Provisions. All costs associated with culvert inspection, repair, cleaning, and blocking installation as described hereafter shall be included in the bid item.

47. Outside diameter (O.D.) of liner shall be 63". Those dimensions in parenthesis in the Plans, Bid Tab, and these Special Provisions specifies the required size if Contractor chooses to use the Culvert Renew® brand of liner, as they are different than Snap Tite® or InnerFlow®.
48. Bid item shall include Special Provisions 34-40 of these Special Provisions.
49. Liner Pipe will be measured to the nearest foot along the flowline of installed pipe and will be paid for at the contract Linear Foot bid price.

### **HDPE Liner Pipe for 84" Dia. CMP, 63" O.D. (68" O.D.)**

50. Bid item shall include all material, labor, and equipment necessary to properly slipline existing 84" diameter corrugated metal pipes with a HDPE liner pipe. HDPE liner pipes shall be either Snap Tite®, InnerFlow®, Culvert Renew®, or approved equal brand of HDPE liner pipe. Approved equals shall be submitted and approved by the Engineer, in writing, prior to bid opening. Liners shall be installed per pipe manufacturer's specifications and these Special Provisions. All costs associated with culvert inspection, repair, cleaning, and blocking installation as described hereafter shall be included in the bid item.
51. Outside diameter (O.D.) of liner shall be 63". Those dimensions in parenthesis in the Plans, Bid Tab, and these Special Provisions specifies the required size if Contractor chooses to use the Culvert Renew® brand of liner, as they are different than Snap Tite® or InnerFlow®.
52. Bid item shall include Special Provisions 34-40 of these Special Provisions.
53. Liner Pipe will be measured to the nearest foot along the flowline of installed pipe and will be paid for at the contract Linear Foot bid price.

### **Concrete Bulkheads**

54. Bid item shall include all labor, equipment, and materials necessary to construct concrete bulkheads, or end seals, on the upstream and downstream ends of all sliplined culverts. Bid item shall include furnishing and placing all necessary PVC vent and grouting tubes.
55. Contractor shall submit to the County a low slump concrete mix design as recommended by the liner pipe manufacturer for construction of end seals.
56. Class C fly ash may be used in the mix design. Substitution rates shall not exceed 25%, by weight, of the Portland Cement proportion.
57. Concrete bulkheads shall be packed a minimum of 12" thick into the existing culvert.
58. Concrete bulkheads shall be troweled smooth to give a finished appearance.
59. After curing, bulkhead shall be inspected for shrinkage cracks and gaps. All such cracks or gaps shall be filled with a quick-set, non-shrink grout prior to grouting of annular space.
60. Concrete Bulkheads will be measured and paid for at the contract Cubic Yard bid price.

### **Grouting of Annular Space**

61. Bid item shall include all labor, material, and equipment necessary to furnish and install a flowable grout or lightweight, low density cellular concrete to completely fill the annular space between the liner pipe and existing CMP culverts. Cellular concrete or flowable grout shall have a density between 40 and 100 lbs per cubic foot.
62. Contractor shall submit to the County a cellular concrete or flowable grout mix design as recommended by the liner pipe manufacturer. Mix design shall include, if available, test results for air content, unit weight, and compressive strength of proposed mix.
63. Grout shall have a minimum 28-day compressive strength of 300 psi.
64. Contractor shall provide manufacturer's specifications and quantity of all admixtures including, but not limited to, fly ash, foaming agents, and air entraining agents for given mix design.
65. Contractor shall submit to the County a work plan, as per liner manufacturer's recommendations, for the placement of grout or cellular concrete. Work plan shall include sequence of work, location and type of equipment, placing procedures, methods for monitoring mix, and cleanup procedures. Work plan shall include pumping pressures and pumping rates.

Pumping pressures shall be kept below 2 psi. Contractor shall also keep in mind the inlet of the pipe north of Burning Bush Rd. may not be accessible for heavy equipment and pumping from the street may be required in this area.

66. Field unit weight (wet density) tests shall be performed. The unit weight test can be done by depositing the grout mixture into a container of predetermined volume, such as a one-half (1/2) cubic foot unit weight bucket. The mixture shall be struck flush with the top of the container and weighed. Subtract weight of empty bucket from resulting weight. Multiply resulting weight by 2 (given one-half cubic foot bucket) to figure wet unit weight of grout in pounds per cubic foot (pcf). Unit weight shall be verified on every load of grout arriving onsite. Results shall be within plus or minus five (5) pcf of the unit weight as specified in the mix design. If results deviate from the 5 pcf range, the mix shall be tested again. If out of compliance on the second test, the mix shall be rejected. The Contractor may perform field unit weight test using own crew, or may hire a third-party testing laboratory. All test results shall be recorded and a copy shall be furnished to the County. All costs associated with testing shall be considered part of the Grouting bid item.
67. Contractor shall be solely responsible for any damage or distortion of liner pipe during grouting. Deflection of liner pipe shall not exceed 1.5%.
68. Vent tubes shall be monitored during grouting. When grout begins to flow from the tubes, tubes shall be plugged. After grouting and curing is complete, all vent and grouting tubes shall be cut flush with the face of the concrete bulkhead.
69. The grout quantities found in the bid tab were derived by using the smallest diameter liner specified. Grout quantity also includes an increase of roughly 15% to account for filling of any existing voids around the host pipe.
70. Grouting bid item will be measured with payment being made at the contract per Cubic Yard bid price.

### **8'x4' Type M Inlet**

71. Bid item shall include all labor, material, and equipment necessary to construct 8'x3.5' Type M stormwater inlets as per Plans and Details.
72. Inlets may be precast concrete and shall follow Section 260.7 of the Boone County Roadway Regulations, Chapter II.
73. Bid item shall include all labor, material, and equipment needed to construct the inlet wings and throat as per Details. Item also includes grouting of the inverts.
74. Bid item shall include all excavation, haul away, and backfill of materials to properly construct inlets.
75. Payment for bid item shall be made at the contract per Each bid price.

### **43"x68" Elliptical Reinforced Concrete Pipe**

76. Bid item shall include all labor, material, and equipment necessary to install 43"x68", Class III, Elliptical Reinforced Concrete Pipe as per Plans.
77. Bid item shall include excavation of trench, haul away of native material, and installation of aggregate backfill.
78. Backfill shall be 1 ½" minus aggregate. Backfill shall be placed in 6"-8" lifts and compacted to 90% Standard Proctor. Backfill shall be hand tampered in the haunches of the pipe.
79. Bid item will be measured to the nearest foot along the flowline of installed pipe and will be paid for at the contract Linear Foot bid price.

### **Type I Rolled Stone Base**

80. Bid item shall include all labor, material, and equipment necessary for the installation of a 6" thick layer of Type I Rolled Stone Base in the locations as indicated on the Plans and per Section 210.1 and Section 212 of the Boone County Roadway Regulations, Chapter II.
81. Bid item shall include excavation, haul away and compaction of existing subgrade soil in preparation for the rolled stone base. If poor quality subgrade soil is encountered, the Engineer shall be notified immediately. Contractor may be directed to excavate more subgrade material

- and replace it with additional rolled stone base. Such work would be measured and converted to an equivalent 6"/SY quantity. This extra quantity will be paid for at the contract bid price.
82. Bid item will be measured and will be paid for at the contract Square Yard bid price.

### **6" Thick, 4000 PSI, PCC Pavement**

83. Bid item shall include all labor, material, and equipment needed to install 6" thick Portland Cement Concrete (PCC) pavement as described in the Plans and these Special Provisions. Installation of PCC pavement shall be in accordance with Section 230 and 231 of the Boone County Roadway Regulations, Chapter II.
84. The coarse aggregate for all concrete mixes shall meet the requirements of the MoDOT Missouri Standard Specifications for Highway Construction (2011), Section 1005 (STATE ROCK).
85. Mixes may contain Class C fly ash to replace a maximum of 25% of the Portland Cement on a pound per pound basis.
86. A curing compound approved by the County shall be applied to all new concrete surfaces in accordance to manufacturer's specifications.
87. Bid item shall include the furnishing and installation of tie bars as detailed in the Plans.
88. Bid item shall also include the cutting, cleaning, and filling of control joints as detailed in the Plans.
89. Contractor must provide the County with load tickets for concrete mix used as part of this contract before payment is made. Ticket must indicate STATE ROCK was used.
90. PCC Pavement will be measured and will be paid for at the contract Square Yard bid price.

### **Type 2 Rock Blanket with Filter Fabric**

91. Bid item shall include all labor, material, and equipment necessary to construct Type 2 rock blanket with filter fabric as detailed in the Plans and Section 213 of the Boone County Roadway Regulations, Chapter II.
92. Filter fabric shall be non-woven, Propex 801 or approved equal.
93. Bid item will be measured and will be paid at the contract Cubic Yard bid price.

### **Type 3 Rock Blanket with Filter Fabric**

94. Bid item shall include all labor, material, and equipment necessary to construct Type 3 rock blanket with filter fabric as detailed in the Plans and Section 02370 of the Technical Specifications.
95. Filter fabric shall be non-woven, Propex 801 or approved equal.
96. Areas called out in the Plans for Type 3 rock blanket without filter fabric shall be measured and paid for under this bid item.
97. Bid item will be measured and will be paid at the contract Cubic Yard bid price.

### **Restoration**

98. Bid item shall include all labor, material, and equipment necessary to restore all disturbed areas to pre-construction condition. Restoration may require the placement of topsoil followed by seed, fertilizer, and straw mulch.
99. All disturbed areas shall have 70% permanent grass cover over 100% of the disturbed area for Restoration bid item to be satisfied.
100. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications will not be required for this project.
101. Bid item will not be measured and will be paid at the contract Lump Sum bid price.

## **OPTION 2-CENTRIFUGALLY CAST CONCRETE PIPE (CCCP) SPECIAL PROVISIONS**

### **Traffic Control/Project Phasing**

102. The Contractor is responsible for all Traffic Control during construction. The current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) shall be followed for temporary traffic control operations and devices.
103. Contractor shall be responsible for creating a project Phasing and Traffic Control Plan. This plan should be submitted to the County prior to the Pre-Construction Meeting. Notice to proceed will not be issued until such a plan has been approved by the County.
104. Contractor shall notify the County a minimum of 72 hours in advance of any road or lane closures to allow ample time to issue a press release.
105. Contractor shall maintain a minimum of one clear lane open to traffic at all times, at all work sites. Sufficient traffic control in the form of flaggers, signs, and cones as per MUTCD shall be in place to aide drivers in navigating the work zone.
106. Even if no lane closures are planned, Contractor will be required to install and maintain, at a minimum, "Road Work Ahead" signs or other MUTCD approved methods to warn drivers of construction activities.
107. Traffic Control for Option 2 will not be measured and will be paid for at the contract Lump Sum bid price. Bid item for shall include all labor, material, installation, and maintenance of all signage, posts, delineators, and barricades necessary for proper traffic control.

### **Clearing and Grubbing**

108. Clearing and Grubbing bid item shall include all labor, equipment, and material needed to remove all existing trees, debris, and vegetation from the project area as indicated on the Plans.
109. All trees, especially small diameter trees, may not be represented on the Plans. Contractor shall be responsible for conducting a site visit, prior to submitting a bid, to gather a better understanding to the amount of vegetation which will be removed.
110. Minor tree limb or brush trimming shall be included in this bid item.
111. All debris from Clearing and Grubbing operations shall be removed from the site completely. No open burning or mulching and broadcasting debris chips into the surrounding landscape will be allowed.
112. Clearing and Grubbing will not be measured and will be paid for at the contract Lump Sum bid price.

### **Flow Control**

113. Flow Control bid item shall include all material, equipment, and labor necessary to prevent natural creek flow from entering the existing culverts during rehabilitation activities. This shall include but is not limited to temporary dams, pumps, and hoses.
114. The existing culverts will not be required to be completely dry prior to rehabilitation. However, all standing water shall be removed from all voids or low spots within the existing culvert prior to rehabilitation.
115. Flow Control shall also include the construction of temporary dams, or other methods, to prevent the transport of cementitious material downstream in the event of a spill. If a minor spill of grout or cement does occur, it shall be left in place until hardened and then removed from the site.
116. Flow Control will not be measured and shall be paid for at the contract Lump Sum bid price.

### **Centrifugally Cast Concrete Pipe (CCCP) Liner**

117. Bid item shall include all labor, equipment, and materials necessary to install centrifugally cast concrete pipe (CCCP) in existing CMPs as described in the Plans and these Special Provisions. Liner system shall be CentriPipe, or approved equal, and shall be installed to the design thickness as indicated in the Plans and on the Bid Tab. Design thickness measurements

shall be taken at the peak of the corrugations. The valleys of the corrugations shall be filled with lining mortar. Approved equal liner systems shall be submitted and approved by the Engineer, in writing, prior to bid opening. Approved equal submittal shall include a liner thickness design, stamped by a Professional Engineer. Bid item shall include all work as described hereafter in this section.

118. The Contractor shall be responsible, prior to bidding, to visually inspect all culverts in the project. Periodic measurements shall be taken of the existing culvert to ensure accuracy in the Plans. Inspection shall also note any damage or obstructions present in the existing pipes which may prevent liner installation.
119. Damage in the form of offset joints or partial collapse within the existing pipe shall be repaired by mechanical jacking. All holes and voids in pipe wall shall be filled with a high strength grout/mortar, or other approved method. Repairs of stormwater inlets as described in Plans shall be done using high strength mortar, such as the lining mortar. If damage is found prior to bidding which may require more extensive repair, the Engineer shall be notified and an Addendum may be created to address repair work. If damage occurs and is found after bidding, Contractor shall submit, in writing, a proposal for repair work and shall receive Engineer's approval prior to the start of said work. All repair work shall be incidental to liner bid item.
120. All culverts shall be cleaned prior to liner installation. Culverts shall be free of loose debris including rocks, dirt, leaves, and trash. Cleaning may be done via pressure washer or other approved means. Those existing culverts without inverts shall be handled with care, to ensure no additional erosion takes place from cleaning operations. Culverts do not need to be fully dried prior to liner installation, however all standing water shall be removed from voids or other low areas within the culvert.
121. Mortar used to repair all deteriorated or absent pipe inverts shall be Permacast PL-12,000 or approved equal. Approved equals shall be submitted and approved by the Engineer, in writing, prior to bid opening. Approved equals shall have similar physical properties as follows:

Initial Set (70°F, ASTM C-403)	Approx. 150 min.
Final Set (70°F, ASTM C-403)	Approx. 240 min.
Flexural Strength (24 hr, ASTM C-293)	min. 800 psi
Flexural Strength (28 day, ASTM C-293)	min. 1200 psi
Compressive Strength (24 hr, ASTM C-109)	5,000 psi
Compressive Strength (28 day, ASTM C-109)	11,500 psi
Split Tensile Strength (ASTM C-496)	700 psi
Shear Bond (ASTM C-882)	1,720 psi
Mod. Of Elasticity (28 day, ASTM C-469)	min. 3.48 x 10 <sup>6</sup> psi
Freeze Thaw (ASTM C-666)	300 Cycle Pass

122. Mortar used for lining existing pipes shall be Permacast PL-8,000 or approved equal. Mortar shall be mixed with water, creating a material which can be cast, pumped, or sprayed into areas ¼" or larger. Mortar shall be able to be cast against plastic, metal, soil, and wood. Approved equals shall be submitted and approved by the Engineer, in writing, prior to bid opening. Approved equals shall have similar physical properties as follows:

Initial Set (70°F, ASTM C-403)	Approx. 150 min.
Final Set (70°F, ASTM C-403)	Approx. 240 min.
Flexural Strength (24 hr, ASTM C-293)	min. 600 psi
Flexural Strength (28 day, ASTM C-293)	min. 1080 psi
Compressive Strength (24 hr, ASTM C-109)	3,000 psi
Compressive Strength (28 day, ASTM C-109)	8,000 psi
Split Tensile Strength (ASTM C-496)	682 psi
Shear Bond (ASTM C-882)	2,100 psi
Mod. Of Elasticity (28 day, ASTM C-469)	min. 3.56 x 10 <sup>6</sup> psi
Freeze Thaw (ASTM C-666)	300 Cycle Pass

123. Contractor shall submit to the County a copy of the liner manufacturer's specifications for installation. Contractor shall follow said specifications. If Contractor wishes to deviate from specifications, he shall seek prior approval from the Engineer.
124. Contractor may have to hand trowel lining mortar onto mitered ends of some pipes. All hand trowel work shall be incidental.
125. Contractor shall submit to the County the following certifications and technical data:
  - Contractor certification by technology and material supplier.
  - Lining System certification; including third-party verification of performance data.
  - Proposed lining system must have minimum of 10 years of similar installation projects.
  - Invert mortar technical data sheet
  - Lining mortar technical data sheet
126. Contractor shall provide quality assurance for the project. Contractor shall hire an independent third-party laboratory, of their choosing, to collect and test cubes of the lining mortar material. Two mortar cubes shall be taken randomly at each crossing site (total of 8 cubes). Cubes shall be tested for 28-day compressive strength in accordance to ASTM C-109. Cubes which deviate from the compressive strength of the mix design by more than 5% shall receive a payment deduction on that crossing site equal to the percent of deviation (i.e. mix design = 8,000 psi, field strength = 6,400 psi, deviation = 20%, payment for crossing decreased by 20%). A copy of test results shall be supplied to the County.
127. Contractor shall have onsite the means to monitor and record the thickness of lining mortar. Areas less than the design thickness shall receive additional material immediately.
128. Contractor shall visually inspect installed liner for any defects and shall repair said defects. Closed circuit TV inspection and recording of the liner for the County will not be a requirement.
129. As stated previously, all items in this section of the Special Provisions including but not limited to pipe inspection, cleaning, repairing, mortar installation, and material testing shall be part of the lining bid items. Bid items will be measured to the nearest foot along the flowline of installed liner and will be paid for at the contract Linear Foot bid price.

### **Type 2 Rock Blanket with Filter Fabric**

130. Bid item shall include all labor, material, and equipment necessary to construct Type 2 rock blanket with filter fabric as detailed in the Plans and Section 213 of the Boone County Roadway Regulations, Chapter II.
131. Filter fabric shall be non-woven, Propex 801 or approved equal.
132. Bid item will be measured and will be paid at the contract Cubic Yard bid price.

### **Type 3 Rock Blanket with Filter Fabric**

133. Bid item shall include all labor, material, and equipment necessary to construct Type 3 rock blanket with filter fabric as detailed in the Plans and Section 02370 of the Technical Specifications.
134. Filter fabric shall be non-woven, Propex 801 or approved equal.
135. Areas called out in the Plans for Type 3 rock blanket without filter fabric shall be measured and paid for under this bid item.
136. Bid item will be measured and will be paid at the contract Cubic Yard bid price.

### **Restoration**

137. Bid item shall include all labor, material, and equipment necessary to restore all disturbed areas to pre-construction condition. Restoration may require the placement of topsoil followed by seed, fertilizer, and straw mulch.
138. All disturbed areas shall have 70% permanent grass cover over 100% of the disturbed area for Restoration bid item to be satisfied.
139. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications will not be required for this project.



140. Bid item will not be measured and will be paid at the contract Lump Sum bid price.

## 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



**REPLACEMENT PAGE  
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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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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

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



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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer	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 maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

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

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

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

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

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## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

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.

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# 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

29th

day of

June

20

17

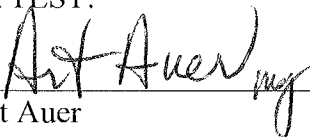
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 27-08JUN17 – Concrete Rehab 2017, Georgetown & Lake of the Woods, to Emery Sapp and Sons, Inc. of Columbia, MO.


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

Done this 29th day of June, 2017

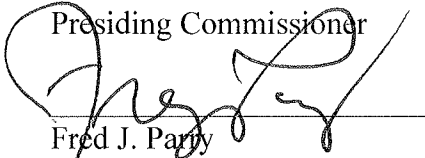
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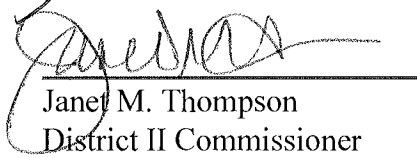
Interim Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



295-2017

# 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 15, 2017  
RE: 27-08JUN17-Concrete Rehab 2017-Georgetown & Lake of the Woods

27-08JUN17-Concrete Rehab 2017-Georgetown & Lake of the Woods opened on June 13, 2017. Four (4) bids were received.

Resource Management recommends award by low bid to Emery Sapp and Sons, Inc. of Columbia Missouri

Cost of the contract for Base Bid and Alternates 1 and 2 is \$921,967.00. There will be a 10% contingency of \$92,196.70 added for a Purchase Order total of \$1,014,163.70 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 \$976,487.00.

att: Bid Tab

cc: Micah Taylor, Resource Management  
Bid File

27-08JUN17 - CONCRETE REHAB 2017-  
GEORGETOWN & LAKE OF THE WOODS

BID TABULATION			ENGINEER'S ESTIMATE		Emery Sap & Sons, Inc		Rhad A. Baker Construction, LLC		C. L. Richardson Construction Co.		Mera Excavating, LLC		AVERAGE BID	
Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MOBILE LUTION	LS	1	\$12,000.00	\$12,000.00	\$23,310.00	\$23,310.00	\$85,000.00	\$85,000.00	\$18,200.00	\$18,200.00	\$22,000.00	\$22,000.00	\$27,000.00	\$27,000.00
TRAFFIC CONTROL PHASING	LS	1	\$8,000.00	\$8,000.00	\$5,394.00	\$5,394.00	\$7,000.00	\$7,000.00	\$2,875.00	\$2,875.00	\$9,630.00	\$9,630.00	\$8,690.00	\$8,690.00
TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$2,657.00	\$2,657.00	\$2,500.00	\$2,500.00	\$1,120.00	\$1,120.00	\$750.00	\$750.00	\$1,756.75	\$1,756.75
MATERIAL TESTING	LS	1	\$8,000.00	\$8,000.00	\$4,262.00	\$4,262.00	\$5,000.00	\$5,000.00	\$5,635.00	\$5,635.00	\$4,200.00	\$4,200.00	\$4,774.25	\$4,774.25
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$5,000.00	\$5,000.00	\$3,057.00	\$3,057.00	\$7,000.00	\$7,000.00	\$7,860.00	\$7,860.00	\$5,240.00	\$5,240.00	\$5,789.25	\$5,789.25
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	10221	\$10.00	\$102,210.00	\$6.03	\$61,632.63	\$6.60	\$67,458.60	\$6.00	\$61,326.00	\$7.50	\$76,657.50	\$6.53	\$66,768.68
EXCAVATION	CY	2268	\$35.00	\$79,380.00	\$29.90	\$67,813.20	\$25.00	\$56,700.00	\$26.40	\$59,875.20	\$24.00	\$54,432.00	\$26.33	\$59,706.10
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	559	\$150.00	\$83,850.00	\$147.21	\$82,290.39	\$120.00	\$67,080.00	\$200.00	\$111,800.00	\$280.00	\$156,520.00	\$188.80	\$104,422.60
INLET THROAT, REMOVE & REPLACE	EA	3	\$1,200.00	\$3,600.00	\$1,790.52	\$5,371.56	\$2,000.00	\$6,000.00	\$1,220.00	\$3,660.00	\$1,600.00	\$4,800.00	\$1,652.63	\$4,957.89
MIRAFLEX5806 GEOTEXTILE	SY	10186	\$5.50	\$56,023.00	\$5.57	\$56,736.02	\$7.00	\$71,302.00	\$6.90	\$70,283.40	\$5.60	\$57,041.60	\$6.27	\$63,840.76
1 1/2" MINUS AGGREGATE BASE, 6" THICK	SY	3680	\$6.00	\$22,080.00	\$6.41	\$23,588.80	\$7.70	\$28,324.00	\$8.40	\$30,912.00	\$9.20	\$33,936.00	\$8.43	\$31,001.76
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	5612	\$10.00	\$56,120.00	\$11.55	\$64,818.60	\$13.03	\$73,124.36	\$12.35	\$69,358.20	\$14.20	\$79,690.40	\$12.78	\$71,735.39
1 1/2" MINUS AGGREGATE BASE, 14" THICK	SY	714	\$14.00	\$9,996.00	\$17.53	\$12,516.42	\$18.00	\$12,852.00	\$16.45	\$11,745.30	\$22.00	\$15,708.00	\$18.50	\$13,205.43
PCP PAVEMENT-4000 PSL 6" THICK	SY	42	\$62.00	\$2,584.00	\$116.09	\$4,875.78	\$10.00	\$420.00	\$67.30	\$2,826.60	\$115.00	\$4,830.00	\$77.10	\$3,238.10
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	3655	\$72.00	\$263,160.00	\$65.31	\$238,708.05	\$59.00	\$215,645.00	\$67.85	\$247,991.75	\$61.40	\$224,517.00	\$58.39	\$213,965.45
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	20372	\$0.30	\$6,111.60	\$0.44	\$8,963.68	\$0.40	\$8,148.80	\$0.50	\$10,186.00	\$1.15	\$23,427.80	\$0.62	\$12,631.57
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	844	\$75.00	\$63,300.00	\$68.75	\$58,025.00	\$62.11	\$52,420.84	\$71.45	\$60,303.80	\$68.35	\$57,657.40	\$72.67	\$61,329.28
CRACK SEALING	LF	7572	\$1.50	\$11,358.00	\$1.13	\$8,556.36	\$1.00	\$7,572.00	\$2.30	\$17,415.60	\$1.85	\$14,008.20	\$1.57	\$11,888.04
RESTORATION	LS	1	\$6,000.00	\$6,000.00	\$7,898.71	\$7,898.71	\$15,000.00	\$15,000.00	\$11,700.00	\$11,700.00	\$9,000.00	\$9,000.00	\$10,899.68	\$10,899.68
<b>Bid Total</b>				<b>\$805,712.60</b>		<b>\$749,349.00</b>		<b>\$789,945.60</b>		<b>\$806,535.85</b>		<b>\$945,531.90</b>		<b>\$822,840.59</b>
Bid Response						Y		Y		Y		Y		
Work Authorization Certification						Y		Y		Y		Y		
Statement of Bidders Qualifications						Y		Y		Y		Y		
Anti-Collusion Statement						Y		Y		Y		Y		
Bid Bond						Y		Y		Y		Y		
Signature and Identity of Bidder						Y		Y		Y		Y		
Bidders Acknowledgment						Y		Y		Y		Y		

295-2017  
L100-568

27-08JUN17 - CONCRETE REHAB 2017-  
GEORGETOWN & LAKE OF THE WOODS

ALTERNATES BID TABULATION			ENGINEER'S ESTIMATE		Rhad A. Baker Construction, LLC		C. L. Richardson Construction Co.		Emery Sap & Sons, Inc		Mera Excavating, LLC		AVERAGE BID	
Alternate #1 Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MATERIAL TESTING	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$941.00	\$941.00	\$1,000.00	\$1,000.00	\$1,035.25	\$1,035.25
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$1,000.00	\$1,000.00	\$9,000.00	\$9,000.00	\$1,725.00	\$1,725.00	\$1,205.00	\$1,205.00	\$1,500.00	\$1,500.00	\$3,357.50	\$3,357.50
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	1141	\$10.00	\$11,410.00	\$6.60	\$7,530.60	\$6.00	\$6,846.00	\$9.30	\$10,611.30	\$7.90	\$8,557.50	\$7.35	\$8,386.35
EXCAVATION	CY	317	\$35.00	\$11,095.00	\$25.00	\$7,925.00	\$24.60	\$7,798.20	\$40.93	\$12,974.81	\$24.00	\$7,628.00	\$28.63	\$9,076.80
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	56	\$150.00	\$8,400.00	\$120.00	\$6,720.00	\$200.00	\$11,200.00	\$148.44	\$8,312.64	\$280.00	\$15,680.00	\$187.11	\$10,478.16
MIRAFIX580G GEOTEXTILE	SY	1141	\$5.50	\$6,275.50	\$7.00	\$7,987.00	\$6.90	\$7,872.90	\$6.49	\$7,405.09	\$5.80	\$6,389.80	\$6.90	\$7,413.65
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	1141	\$10.00	\$11,410.00	\$13.03	\$14,867.23	\$11.70	\$13,345.70	\$11.55	\$13,178.55	\$14.20	\$16,202.20	\$12.62	\$14,399.42
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	410	\$72.00	\$29,520.00	\$59.53	\$24,407.30	\$68.50	\$28,085.00	\$65.90	\$27,019.00	\$81.40	\$33,374.00	\$68.83	\$28,221.33
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	2282	\$0.30	\$684.60	\$0.40	\$912.80	\$0.50	\$1,141.00	\$0.44	\$1,004.08	\$1.15	\$2,624.30	\$0.62	\$1,420.55
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	96	\$75.00	\$7,125.00	\$53.06	\$5,090.70	\$72.50	\$6,960.00	\$69.80	\$6,631.00	\$88.35	\$8,392.25	\$73.43	\$6,975.61
CRACK SEALING	LF	875	\$1.50	\$1,312.50	\$1.00	\$875.00	\$2.30	\$2,017.50	\$1.13	\$1,011.75	\$1.85	\$1,603.75	\$1.57	\$1,370.75
RESTORATION	LS	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,520.00	\$1,520.00	\$1,980.00	\$1,980.00	\$1,000.00	\$1,000.00	\$1,625.00	\$1,625.00
<b>Alternate #1 Total</b>				<b>\$91,882.60</b>		<b>\$90,315.63</b>		<b>\$89,867.80</b>		<b>\$92,364.22</b>		<b>\$104,132.60</b>		<b>\$94,170.06</b>
<b>Alternate #2 Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
MATERIAL TESTING	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$941.00	\$941.00	\$1,000.00	\$1,000.00	\$1,035.25	\$1,035.25
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$1,460.00	\$1,460.00	\$804.66	\$804.66	\$1,500.00	\$1,500.00	\$2,816.17	\$2,816.17
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	923	\$10.00	\$9,230.00	\$6.60	\$6,091.80	\$6.00	\$5,538.00	\$9.00	\$8,307.00	\$7.90	\$6,922.50	\$7.28	\$6,714.83
EXCAVATION	CY	256	\$35.00	\$8,960.00	\$25.00	\$6,400.00	\$24.60	\$6,297.60	\$37.85	\$9,689.60	\$24.00	\$6,144.00	\$27.66	\$7,132.80
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	70	\$150.00	\$10,500.00	\$120.00	\$8,400.00	\$200.00	\$14,000.00	\$147.32	\$10,312.40	\$280.00	\$19,600.00	\$186.83	\$13,078.10
MIRAFIX580G GEOTEXTILE	SY	923	\$5.50	\$5,076.50	\$7.00	\$6,461.00	\$6.90	\$6,368.70	\$8.02	\$7,402.46	\$5.80	\$5,358.80	\$6.88	\$6,309.24
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	923	\$10.00	\$9,230.00	\$13.03	\$12,028.69	\$11.70	\$10,799.10	\$11.56	\$10,669.88	\$14.20	\$13,106.60	\$12.62	\$11,650.57
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	332	\$72.00	\$23,904.00	\$62.27	\$20,673.64	\$71.60	\$23,771.20	\$68.93	\$22,884.76	\$81.40	\$27,024.80	\$71.05	\$23,586.60
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	1846	\$0.30	\$553.80	\$0.40	\$738.40	\$0.50	\$923.00	\$0.44	\$812.24	\$1.15	\$2,122.90	\$0.62	\$1,149.14
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	77	\$75.00	\$5,775.00	\$65.40	\$5,035.80	\$75.20	\$5,790.40	\$72.39	\$5,574.03	\$88.35	\$6,802.95	\$75.34	\$5,800.80
CRACK SEALING	LF	775	\$1.50	\$1,162.50	\$1.00	\$775.00	\$2.30	\$1,782.50	\$1.13	\$875.75	\$1.85	\$1,433.75	\$1.57	\$1,216.75
RESTORATION	LS	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,775.00	\$1,775.00	\$1,980.00	\$1,980.00	\$1,000.00	\$1,000.00	\$1,688.75	\$1,688.75
<b>Alternate #2 Total</b>				<b>\$78,891.80</b>		<b>\$77,102.33</b>		<b>\$79,705.50</b>		<b>\$80,253.78</b>		<b>\$91,826.30</b>		<b>\$82,221.98</b>
<b>Alternates Bid Total</b>				<b>\$170,774.40</b>		<b>\$167,417.96</b>		<b>\$169,573.30</b>		<b>\$172,618.00</b>		<b>\$195,958.90</b>		<b>\$94,170.06</b>
Bid Response														
Work Authorization Certification														
Statement of Bidders Qualifications														
Anti-Collusion Statement														
Bid Bond														
Signature and Identity of Bidder														
Bidders Acknowledgment														

1005-2017

**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 **Emery Sapp and Sons, Inc.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 27-08JUN17-Concrete Rehab 2017 – Georgetown & Lake of the Woods Subdivisions**

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

<u>Description</u>	<u>Price</u>
<b>27-08JUN17-Concrete Rehab 2017 – Georgetown &amp; Lake of the Woods Subdivisions:</b>	
<b>Base Bid</b>	<b>\$749,349.00</b>
<b>Alternate 1</b>	<b>\$92,364.22</b>
<b>Alternate 2</b>	<b>\$80,253.78</b>
<hr/> <b>TOTAL</b>	<hr/> <b>\$921,967.00</b>

The contract award for Boone County’s **Concrete Rehab 2017 – Georgetown & Lake of the Woods Subdivisions** is to be in the amount of **\$921,967.00**.

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Individual Bidder Certification
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Sample Performance Bond,
- Sample 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 #24  
Boone County Standard Terms and Conditions  
Project Plans and/or Details  
Notice to Proceed  
Boone County Roadway Regulations Chapter II  
MODOT Standard Specifications for Highway Construction Current Edition  
US Army COE Nationwide Permit Conditions

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.

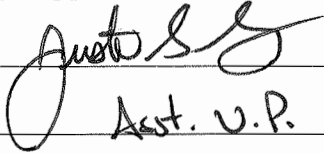
The Owner agrees to pay the Contractor in the amount: **\$921,967.00.**

**Nine Hundred Twenty-One Thousand, Nine Hundred Sixty-Seven Dollars and NO Cents (\$921,967.00)**

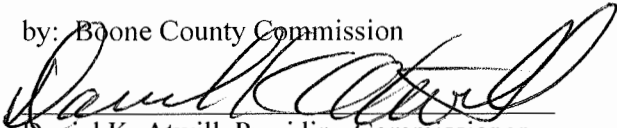
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6-29-17  
at Columbia, Missouri. (Date)

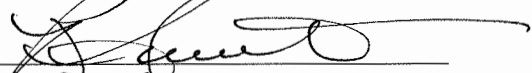
**Emery Sapp and Sons, Inc.**

by   
title Asst. V.P.

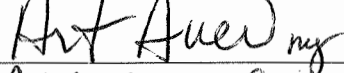
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

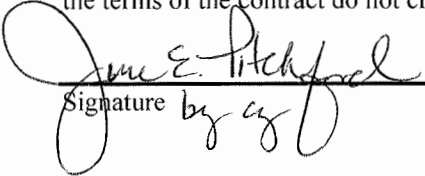
  
County Counselor

ATTEST:

  
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.)

  
Signature by ag

6/27/17  
Date

2041 / 71202 - **\$921,967.00**  
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.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Emery Sapp & Sons, Inc.

2301 I-70 Drive NW, Columbia, MO 65202

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

175 Berkeley Street, Boston, MA 02116

a Corporation, organized under the laws of the State of Massachusetts and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Nine Hundred Twenty-One Thousand Nine Hundred Sixty-Seven & 00/100 (\$921,967.00) 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 6-29-17 entered into a Contract with Owner for:

**CONTRACT NUMBER 27-08JUN17**

**Concrete Rehab 2017 – Georgetown and Lake of the Woods Subdivisions  
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 20th day of June, 2017.


Emery Sapp & Sons, Inc.  
(Contractor)

(SEAL)

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

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY:   
(Attorney-In-Fact) Allison Madrid

BY: N/A  
(Missouri Representative)

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

Surety Contact Name: Matt Blaskiewicz  
Phone Number: 314-543-4622  
Address: 175 Berkeley Street  
Boston, MA 02116

**LABOR AND MATERIAL PAYMENT BOND**

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

Nine Hundred Twenty-One Thousand Nine Hundred Sixty-Seven & 00/100 DOLLARS

(\$ 921,967.00), 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 6-29-17 entered  
into a contract with Owner for

**CONTRACT NUMBER 27-08JUN17**  
**Concrete Rehab 2017 – Georgetown and Lake of the Woods Subdivisions**  
**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 20th day of June 20 17.

CONTRACTOR Emery Sapp & Sons, Inc. (SEAL)

BY: [Signature]

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]  
(Attorney-In-Fact) Allison Madrid

BY: N/A  
(Missouri Representative)

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

Surety Contact Name: Matt Blaskiewicz

Phone Number: 314-543-4622

Address: 175 Berkeley Street  
Boston, MA 02116

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

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

Certificate No. 7643703

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

**POWER OF ATTORNEY**

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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



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

**IMPORTANT SURETY BOND INFORMATION  
MISSOURI**

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

**MISSOURI SPECIFIC QUESTIONS**

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

**LIBERTY MUTUAL INSURANCE COMPANY  
175 Berkeley Street  
Boston, MA 02116**

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

Telephone # 1-206-473-3799

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
June 2, 2017	1
June 7, 2017	2

COMPANY NAME: Emery Sapp and Sons, Inc.

ADDRESS: 2301 E-70 Drive NW

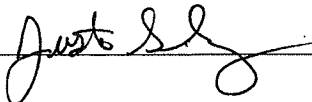
CITY, STATE, ZIP: Columbia, MD 65202

PHONE NUMBER: 573-445-8331

EMAIL ADDRESS: andy.baker@emerysapp.com

AUTHORIZED REPRESENTATIVE: Justin Gay

TITLE: Assistant Vice President

SIGNATURE: 

Prompt Payment Terms: 60 Days

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

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

Capital Paving

Crockett Engineering



**BASE BID FORM (REVISED 6-1-2017)**  
**CONCRETE REHAB-2017**  
**GEORGETOWN AND LAKE OF THE WOODS SUBDIVISIONS**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	LS	1	\$23,310.00	\$ 23,310.00
TRAFFIC CONTROL/PHASING	LS	1	\$ 5,394.00	\$ 5,394.00
EROSION CONTROL	LS	1	\$ 2,657.00	\$ 2,657.00
MATERIAL TESTING	LS	1	\$4,262.00	\$ 4,262.00
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$3,057.00	\$ 3,057.00
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	10221	\$ 6.03	\$ 61,632.63
EXCAVATION	CY	2268	\$ 29.90	\$ 67,813.20
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	559	\$147.21	\$ 82,290.39
INLET THROAT, REMOVE & REPLACE	EA	3	\$1790.52	\$ 5,371.56
MIRAFI RS580i GEOTEXTILE	SY	10186	\$ 5.57	\$ 56,736.02
1 1/2" MINUS AGGREGATE BASE, 6" THICK	SY	3860	\$ 8.41	\$ 32,462.60
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	5612	\$ 11.55	\$ 64,818.60
1 1/2" MINUS AGGREGATE BASE, 14" THICK	SY	714	\$ 17.53	\$ 12,516.42
PCC PAVEMENT, 4000 PSI, 6" THICK	SY	42	\$ 116.09	\$ 4,875.78
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	3655	\$ 65.31	\$ 238,708.05
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	20372	\$ 0.44	\$ 8,963.68
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	844	\$ 68.75	\$ 58,025.00
CRACK SEALING	LF	7572	\$ 1.13	\$ 8,556.36
RESTORATION	LS	1	\$7,898.71	\$ 7,898.71
<b>Base Bid Total</b>				<b>\$749,349.00</b>

Optional Asphalt Cement Price Index (Circle One)

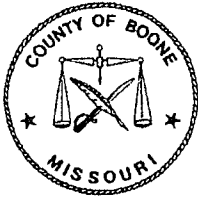
Accept

Do Not Accept

**ALTERNATES BID FORM  
CONCRETE REHAB-2017  
GEORGETOWN AND LAKE OF THE WOODS SUBDIVISIONS**

Alternate #1 Description	Qty.	Unit	Unit Price	Total
MATERIAL TESTING	LS	1	\$ 941.00	\$ 941.00
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$ 1,205.00	\$ 1,205.00
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	1141	\$ 9.30	\$ 10,611.30
EXCAVATION	CY	317	\$ 40.93	\$ 12,974.81
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	56	\$ 148.44	\$ 8,312.64
MIRAFI RS580i GEOTEXTILE	SY	1141	\$ 6.49	\$ 7,405.09
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	1141	\$ 11.55	\$ 13,178.55
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	410	\$ 65.90	\$ 27,019.00
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	2282	\$ 0.44	\$ 1,004.08
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	95	\$ 69.80	\$ 6,631.00
CRACK SEALING	LF	975	\$ 1.13	\$ 1,101.75
RESTORATION	LS	1	\$ 1,980.00	\$ 1,980.00
<b>Alternate #1 Total</b>				<b>\$ 92,364.22</b>

Alternate #2 Description	Qty.	Unit	Unit Price	Total
MATERIAL TESTING	LS	1	\$ 941.00	\$ 941.00
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$ 804.66	\$ 804.66
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	923	\$ 9.00	\$ 8,307.00
EXCAVATION	CY	256	\$ 37.85	\$ 9,689.60
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	70	\$ 147.32	\$ 10,312.40
MIRAFI RS580i GEOTEXTILE	SY	923	\$ 8.02	\$ 7,402.46
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	923	\$ 11.56	\$ 10,669.88
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	332	\$ 68.93	\$ 22,884.76
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	1846	\$ 0.44	\$ 812.24
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	77	\$ 72.39	\$ 5,574.03
CRACK SEALING	LF	775	\$ 1.13	\$ 875.75
RESTORATION	LS	1	\$ 1,980.00	\$ 1,980.00
<b>Alternate #2 Total</b>				<b>\$ 80,253.78</b>
<b>Alternates Bid Total</b>				<b>\$ 172,618.00</b>



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 27-08JUN17-Concrete Rehab-2017**

**ADDENDUM #1 - Issued June 2, 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. Question: Can Geotex 4x4UF be considered an approved equal to the Mirafi RS580i?

Answer: Yes, Geotex 4x4UF by Propex will be considered an approved equal to Mirafi RS580i for this project.

2. Question: Can Notice to Proceed date be pushed back?

Answer: Official Notice to Proceed will be established by the Contractor and County at the Pre-Construction meeting, however it is the intention of the County to have this project completed this year. As such the Contractor will be given the Contract Time as specified in the bid or until November 6, 2017, whichever comes first, to complete the project. If construction proceeds past the Contract Time or November 6<sup>th</sup>, liquidated damages will begin to be assessed at \$500.00 per Working Day.

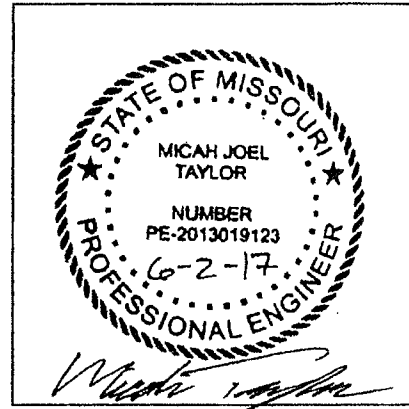
3. Special Provision #69 states that geotextile shall be overlapped a minimum of 36" at all longitudinal and transverse seams. Contractor may choose to forgo overlapping requirements by having factory installed sewn seams.
4. Error was found in the Base Bid Form. Base Bid shall indicate a unit of 3 for bid item "Inlet Throat, Remove & Replace." A revised Base Bid Form is attached to this Addendum and shall be used in the bid submittal.
5. Special Provision #46 shall read, "Excavation bid item does not include any excavation needed for curb and gutter replacement."
6. Location of the Bid Opening has been modified. New location of Bid Opening is as follows:

Bid Opening  
Thursday, June 8, 2017 at 1:30 p.m.  
**Conference Room 301**  
801 E. Walnut  
Columbia, MO, 65201

By: *Phil Fichter*  
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

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



OFFEROR has examined copy of Addendum #1 to Request for Bid # 27-08JUN17 Concrete Rehab-2017 Georgetown & Lake of the Woods Subdivision, receipt of which is hereby acknowledged:

Company Name: Emery Sappard Son's INC.

Address: 2301 E 70 Dr. NW  
Columbia, MO 65202

Phone Number: 573-445-8331 Fax Number: 573-445-0266

Authorized Representative Signature: *Justin Gay* Date: June 13, 2017

Authorized Representative Printed Name: Justin Gay



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 27-08JUN17-Concrete Rehab-2017**

**ADDENDUM #2 - Issued June 7, 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. The Annual Wage Order (Order 23) as specified in the Specifications shall be removed and replaced by Annual Wage Order 24. Please find Annual Wage Order 24 attached.
2. Due to change in Annual Wage Order, times of the Bid Acceptance and Bid Opening have been modified. New times of Bid Acceptance and Bid Opening are as follows:

Bid Acceptance

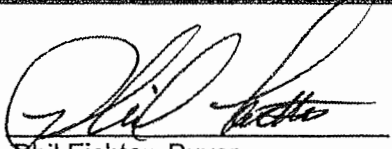
**Tuesday, June 13, 2017 at 8:45 a.m.**

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

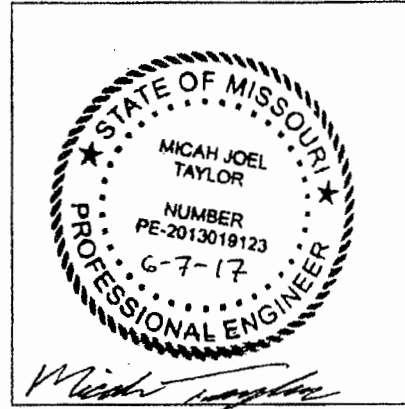
Bid Opening

**Tuesday, June 13, 2017 at 9:30 a.m.**

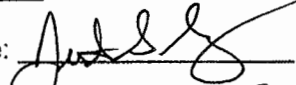
Conference Room 301  
801 E. Walnut  
Columbia, MO, 65201

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123  
  
Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #2 to Request for Bid # 27-08JUN17 Concrete Rehab-2017 Georgetown & Lake of the Woods Subdivision, receipt of which is hereby acknowledged:

Company Name: Emery Sapp and Sons, Inc.  
Address: 2301 Z70 Drive NW  
Columbia, MO 65202  
Phone Number: 573-445-8331 Fax Number: 573-445-0266  
Authorized Representative Signature:  Date: June 13, 2017  
Authorized Representative Printed Name: Justin Gay

## 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: Concrete Rehab -2017 Georgetown + Lake of the Woods Subdivision

Project No.: 27-08JUN17

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.

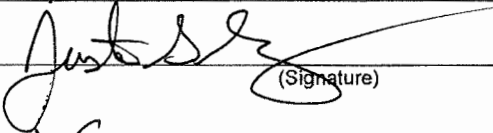
**SECTION V**

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: Emery Sapp and Sons, Inc.

By:   
(Signature)

Justin Gay  
(Print or Type Name)

Title: Assistant Vice President

Address: 2301 I-70 Drive NW

City, State, Zip: Columbia, MO 65202

Phone: 573-445-8331

Fax: 573-445-0266

Email Address: Justin.gay@emerysapp.com

Date: June 13, 2017

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

*Justin Gay Assistant Vice President*

\_\_\_\_\_  
Name and Title of Authorized Representative

Signature

*Justin Gay*

*June 13, 2017*  
\_\_\_\_\_  
Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

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

County of Boone )  
State of Missouri )ss  
)

My name is Justin Gay

I am an authorized agent of Emery Sapp and Sons, 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.

Justin Gay June 13, 2017  
Affiant Date  
Justin Gay  
Printed Name

Subscribed and sworn to before me this 13 day of June, 2017.



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

Angela C Regan  
Notary Public

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

An Affirmative Action/Equal Opportunity Institution

## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Emery Sapp and Sons, Inc.
2. Business Address: 2301 I-70 Drive NW  
Columbia, MO 65202
3. When Organized: February 1972
4. When Incorporated: February 1972
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
since 1972
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: 80%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
See Attached
12. List of projects currently in progress: \_\_\_\_\_  
See Attached

\* Attach additional sheets as necessary \*



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Justin Gay, being first duly sworn, deposes and

says that he is Assistant Vice President  
(Title of Person Signing)

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

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

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

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

Sworn to before me this 13 day of June, 20 17



ANGELA C. REGAN  
My Commission Expires  
March 3, 2018  
Boone County  
Commission #114588024

Angela C Regan  
Notary Public

My Commission Expires March 3 2018

## 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:

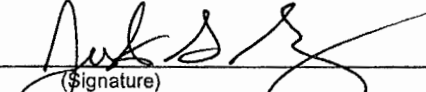
\_\_\_\_\_  
(If using a fictitious name, show this  
name above in addition to legal names)

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

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

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

ATTEST:

  
(Signature)

Dated June 13, 2017.

Justin Gay Assistant Vice President  
(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 Missouri

County of Boone

On this 13<sup>th</sup> day of June, 20 17

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

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

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

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

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

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



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

Angela C Regan Notary Public

My Commission expires March 3, 2018



AIA Document A305

# Contractor's Qualification Statement

## 1986 EDITION

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

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

SUBMITTED TO: Boone County Purchasing Office

ADDRESS: 601 East Ash, Columbia, MO 65201

SUBMITTED BY: Emery Sapp & Sons, Inc.

Corporation

NAME: Andy Baker

Partnership

ADDRESS: 2301 I-70 Drive NW, Columbia, MO 65201

Individual

PRINCIPAL OFFICE: Emery Sapp & Sons, Inc.

Joint Venture

2301 I-70 Drive NW

Other

Columbia, Missouri 65202

NAME OF PROJECT (if applicable): Boone County Concrete Rehab 2017

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

General Construction

HVAC

Plumbing

Electrical

Other \_\_\_\_\_

(please specify)

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**1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor? since 1972
  
- 1.2 How many years has your organization been in business under its present business name? since 1972
  - 1.2.1 Under what other or former names has your organization operated? none
  
  
  
  
  
  
  
  
  
  
- 1.3 If your organization is a corporation, answer the following:
  - 1.3.1 Date of incorporation: February 1972
  - 1.3.2 State of incorporation: Missouri
  - 1.3.3 President's name: Billy G. Sapp
  - 1.3.4 Vice-president's name(s): Glen Robertson  
Pete Grathwohl  
Tim Paulson
  
  - 1.3.5 Secretary's name: Keith M. Bennett
  - 1.3.6 Treasurer's name: Shawn N. Sapp
  
  
  
  
  
  
  
  
  
  
- 1.4 If your organization is a partnership, answer the following: n/a
  - 1.4.1 Date of organization:
  - 1.4.2 Type of partnership (if applicable):
  - 1.4.3 Name(s) of general partner(s):
  
  
  
  
  
  
  
  
  
  
- 1.5 If your organization is individually owned, answer the following: n/a
  - 1.5.1 Date of organization:
  - 1.5.2 Name of owner:

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

## 2. LICENSING

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

State of Arkansas, License Number 0133390411

State of Kansas

State of Oklahoma

State of Missouri

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

State of Missouri

## 3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Site work, Site Utilities, Complete Infrastructure Projects of any scope in both Public and Private Sector, Residential & Commercial Developers, to Interstate Flyovers, Aviation Infrastructure and Golf Courses

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

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

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

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

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

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

#### 4. REFERENCES

##### 4.1 Trade References:

Fabick CAT	O: 636-343-5900
1 Fabick Drive	F: 636-343-0168
Fenton, MO 63026	E: kathy.maxwell@fabickcat.com

Water & Sewer Supply	O: 573-474-8473
2612 Paris Road	F: 573-474-8476
Columbia, MO 65202	E: Skitewatersewer@mchsi.com
MFA Oil	O: 573-876-0468
One Ray Young Drive	F:
Columbia, MO 65203	E: mnewman@mfaoil.com

##### 4.2 Bank References:

Central Bank of Boone County	O: 573-874-8535
Attn Ed Scavone	F: 573-874-8432
720 E Broadway	E: Ed.Scavone@centralbank.net
Columbia, Mo 65201	

##### 4.3 Surety:

4.3.1 Name of bonding company:  
Winter Dent & Company

4.3.2 Name and address of agent:

Kris Copra	O: 800-769-3472
101 E McCarty, Jeff City, MO 65101	F: 573-619-6050
	E: Kris@winter-dent.com

## 5. FINANCING

### 5.1 Financial Statement.

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

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

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

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

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

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

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



6. SIGNATURE

6.1 Dated at Columbia, MO this

13<sup>th</sup> day of June 2017

Name of Organization: Emery Sapp & Sons, Inc.

By: *Justin Gay*  
Title: Assistant Vice President

6.2

Mr. Justin Gay, Assistant Vice President being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be  
misleading.

Subscribed and sworn before me this

13<sup>th</sup> day of June, 2017

Notary Public: *Angela C Regan*  
My Commission Expires: March 3, 2018



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



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

LAST UPDATED: 4/4/2017

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2016		Br/St	Lawrence Co Rt I-44	MODOT	Mount Vernon, MO	\$2,805,124.00	15%	Greg Chapman, P.E.	2915 Doughboy Drive Joplin, MO 64804	417-621-6354	
2016		Br/St	Saline Co Rt I-70	MODOT	Sweet Springs, MO	\$4,714,929.00	0%	Zach Walker, P.E.	1593 West Arrow Marshall, MO 65340	660-886-9733	
2016		Br/St	Worth Co Rt 46 & 246	MODOT	Sheridan, MO	\$3,220,418.00	0%	Larry Jacobson, R.E.	28320 250th Street Maryville, MO 64468	660-582-3300	
2016		Airport	CRA Reconstruct Runway 13-31	City of Columbia	Columbia, MO	\$10,483,001.00	0%	Joe Moses	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591	
2016		Airport	Lee C. Fine Memorial Airport Taxiway A	City of Osage Beach, MO	Osage Beach, MO	\$2,042,786.00	0%	Brian Hutsell	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723
2016	A,C,D,E,F,G,J,I, K,N,P,Q,R,S,T,V	Br/St	South Liberty Parkway	City of Liberty, MO	Liberty, MO	\$23,751,796.00	15%	Steve Hansen, P.E.	101 E. Kansas St Liberty, MO 64068	816-439-4500	816-439-4513
2016		Airport	Topeka Regional Airport	Metropolitan Topeka Airport Authority	Topeka, KS	\$17,972,650.00	0%	Jay R. Freund, P.E.	16201 W. 95th Street Suite 200 Lenexa, KS 66219	913-754-5568	
2016		Airport	Lee's Summit Airport Runway 18-36	City of Lee's Summit, Mo	Lee's Summit, Mo	\$8,894,933.70	10%	Ty Sander	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723
2016	A	Exc	CU CCR Clean-up	City Utilities Of Springfield	Springfield, MO	\$6,947,000.00	40%	Ryan Turner	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656	
2016		Airport	Rogers Municipal Airport Runway	City Of Rogers, Ar	Rogers, Ar	\$5,715,268.00	0%	Ben Perea, P.E.	2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101
2016	B,E,I,J,L,P	Bridge	Riverview Ave Bridge Replacement	Unified Govt of Wyandotte Co KS	Kansas City, KS	\$4,949,175.00	40%	David Clark, P.E.	701 North 7th Street Kansas City, KS 66101	913-573-5700	913-573-5727
2016	A,C,D,F,I,J,K,P	Street	Perry Co Rt AC	MODOT	Perryville, MO	\$3,022,122.00	100%	Brian Holt	198 State Hwy Y Jackson, MO 63755	573-243-0899	573-243-6281
2016	B,C,F,I,J,K,P	Airport	HRO Runway Rehabilitation	Boone Co Regional Airport Admin Board	Harrison, AR	\$2,567,942.00	95%	Adam White, P.E.	2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101
2016	M,O,Z	Asphalt	MODoT Rte52 J7P3077 BatesCo	MODOT	Clinton, MO	\$2,203,516.00	100%	Shannon Kellner P.E., R.E.	1057 E. Gains Drive, Clinton MO 64735	660-885-5665	
2016	B,C,F,I,J,L	Util	Montrose Phase 2	City of Edgerton, KS	Edgerton, KS	\$1,409,154.00	100%	Mike Mabrey	404 East Nelson, PO Box 255 Edgerton, KS 66021	913-893-6231	
2016	M,O,Z	Asphalt	KDOT U166-106 KS 4241-01 pave	KDOT	Melrose, KS	\$1,002,284.00	100%	Tim Burton - E.I.T., KDOT	3097 W. Main Independence KS 67301	620-331-3760	620-331-7017
2016	M,O,Z	Asphalt	ODOT Ottawa Co SH-10	ODOT	Wyandotte, OK	\$860,192.00	0%	Paradigm Construction	7146 S Braden Ave Ste 300 Tulsa, OK 74136	918-488-0060	
2016	B,F,I,J,L,N,O,P	Street	Kodiak Road Improvements	Neosho Special Road District	Neosho, MO	\$791,090.00	85%	Larry Lane	500 Nelson Ave Neosho, MO 64850	417-437-4468	



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2016		Airport	Fort Scott Airport	City of Fort Scott, Ks	Fort Scott, KS	\$677,650.00	0%	Matt Jacobs, P.E.	16105 W 113th Street Suite 107 Lenexa, KS 66219	816-945-5840	
2016	B,E,N	Bridge	Dekalb Co Rt 36	MODOT	Ft. Scott, KS	\$355,887.00	100%	Al Seeman- Amino Bros.	8110 Kaw Dr. Kansas City, KS 66111	913-334-2330	913-334-0144
2016	M,O,Z	Asphalt	Neosho City St. overlays 2016	City of Neosho, MO	Neosho, MO	\$354,354.00	100%	Ryan Long - PW Director	200 Nelson Ave. Neosho MO 64850	417-451-8071	417-451-8074
2016	M,O,Z	Asphalt	ODOT Call 280 CO Rd EW6 Bridge	ODOT	Miami, OK	\$284,673.00	100%	Chris Rech - AM Cohron	20 Weaver St., Emporia KS 66801	620-342-4844	
2016	B,F,I,J,K,O,P	Airport	Garden City Regional Airport Taxi lane and ARFF	City of Garden City	Bemice, OK	\$186,046.00	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550
2016	M,O,Z	Asphalt	KDOT US69 CherokeeCo/ExtrSprmg	KDOT	Baxter Springs, KS	\$177,414.00	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550
2016	M,O,Z	Asphalt	Lamar Asphalt paving overlay	City of Lamar, MO	Lamar, MO	\$175,704.00	100%	Norman Schapul	City Hall - 1104 Broadway Lamar, MO	417-682-5554	
2016	N,O,Z	Asphalt	MODoT G07 Rte59 McDonald Co	MODOT	Noel, MO	\$85,246.00	100%	Jim Comerford-P.M. Phillips	5900F N. Tower Dr, Columbia MO 65202	573-447-8070	573-447-8074
2016	B,E,N	Bridge	Macon Co Rt T	MODOT	Wier, KS	\$82,693.00	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550
2015	A,C,D,F,I,J,P	Util	National Bio and Agro-Defense Facility	Federal Government	Manhattan, KS	\$18,699,449.00	50%	Terri Watts	McCarthy Mortenson 1980 Dension Ave Suite 200 Manhattan, KS 66502	785-370-0269	
2015	B,D,G,J,L,N,P,Q,S,U	Bridge	Boone Co Rt I-70	MODOT	Columbia, MO	\$17,500,000.00	100%	Travis Koestner	MODOT 4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2015	A,D,J,K,P,R,S,T,V	Util	Cass Co Rte I-49	MODOT	Lee Summit Mo	\$9,234,713.00	100%	Jon Voss, RE	600 NE Colbern Road Lee's Summit, MO 64086	816-427-3625	816-437-3629
2015	A,C,D,G,J,K,L,S,T,V	Street	Greene Co Rte 60	MODOT	Springfield, Mo	\$8,402,106.00	100%	Brad Gripka, P.E.	MODOT Joplin Project Office 2549 North Mayfair Ave. Springfield, MO 65803	417-629-3169	
2015	A,C,D,F,G,I,J,K,P,R,S,T,V	Br/St	Scott Blvd Phase 3	City Of Columbia	Columbia, Mo	\$8,184,711.00	100%	Bob Riley	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2015	A,F,J,P	Util	Lee'S Summit Airport	City Of Lee'S Summit, Mo	Lee's Summit, Mo	\$6,983,398.00	100%	Ty Sander	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723
2015	B,J,N,P	Airport	Clinton Regional Airport	City of Clinton, MO	Clinton, MO	\$4,474,904.00	100%	Mark Williams, P.E.	Garver, LLC 5251 West 116th Place, Suite 200 Leawood, KS 66211	913-312-1182	
2015	B,F,I,P,K,P	Airport	XNA Airport East Apron Expansion	Northwest Regional Airport Authority	Bentonville, AR	\$4,444,444.00	100%	Matthew Thomason	1 Airport Blvd, Suite 100 Bentonville, AR 72712	479-205-1000	
2015	B,C,D,F,I,J,K,P	Airport	CRA Reconstruct Runway 13-31	City of Columbia	Columbia, MO	\$4,376,336.00	100%	Joe Moses	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591	



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2015	A,D,J,K,P,R,S,T,V	Street	Oklahoma City Rt I-235	Odot	Oklahoma City, Ok	\$3,196,504.00	100%	Mike Patterson	ODOT 200 NE 21st Street Oklahoma City, OK 73105	405-522-8000	
2015	B,J,N,P	Airport	Elton Hensley Memorial Airport	City Of Fulton, Mo	Fulton, Mo	\$2,241,587.05	100%	Tom Morris, P.E.	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723
2015	B,F,I,J,L,N,O,P	Util	Public Safety Training Facility	City of Joplin	Joplin, MO	\$2,134,535.00	100%	Clayton Cristy P.E.	602 S Main Street Joplin, MO 64802	417-624-0820	417-625-4783
2015	A,C,F,J	Util	John Twitty Energy Center Rail Loop	City Of Springfield, MO Utilities	Springfield, MO	\$1,797,434.00	100%	Mark Haden	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656	
2015	F,I,J	Util	Whiteman AFB Drainage Improvement	Federal Government	Knob Knoster, MO	\$1,469,558.00	100%	Bob Crumb	Reasbeck Construction 96 SE 501 Rd Warrensburg, MO 64093	660-429-0100	660-429-0181
2015	B,I,J,L,N,P,Z	Airport	Joplin Regional Airport	City Of Joplin, MO	Joplin, MO	\$1,189,664.00	100%	Steve Stockholm	602 S Main Street Joplin, MO 64802	417-623-0362	
2015	B,K	Street	Cooper Co Rt 5	MODOT	Boonville, MO	\$898,034.00	100%	Charles Sullivan	MODOT 4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2015	B,H,J	Util	Boone Co Emergency Communication Ctr	Boone County, Mo	Columbia, Mo	\$893,910.00	100%	John States	3316 LeMone Industrial Blvd. Columbia, MO 65201	573-449-7200	573-449-7300
2015	M,O,Z	Aphalt	KDOT call242 Boubon Co	KDOT	Ft. Scott, KS	\$355,887.00	100%	Al Seeman- Amino Bros.	8110 Kaw Dr. Kansas City, KS 66111	913-334-2330	913-334-0144
2015	I,J,L,Z	Street	Southampton Drive Rehab	City Of Columbia	Columbia, Mo	\$348,648.00	100%	Bob Riley	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2015	N,O,Z	Asphalt	Ottawa Co EW 150 Road	ODOT	Bluejacket, OK	\$311,911.00	100%	Russell Earls - Commissioner	Hwy Dist 3 Facility-7 Main St. Fairland OK 74343	918-676-3227	
2015	N,O,Z	Asphalt	ODOT#305 Hwy59 Ltl Horse Creek	ODOT	Afton, OK	\$189,518.00	100%	Steve Houser - Crossland	833 S. East Ave. Columbus, KS 66725	620-429-1414	620-429-1412
2015	M,O,Z	Aphalt	ODOT Call 180 Fly Creek Bridge	ODOT	Bernice, OK	\$186,046.00	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550
2015	N,O,Z	Asphalt	Ottawa Co South 520 Road	ODOT	Fairland, OK	\$157,049.00	100%	Russell Earls - Commissioner	Hwy Dist 3 Facility-7 Main St. Fairland OK 74343	918-676-3227	
2015	N,O,Z	Asphalt	KDOT 6U2290-01 asphalt paving	KDOT	Ft. Scott, KS	\$156,223.00	100%	Al Seeman - Amino Bros.	8110 Kaw Dr. Kansas City, KS 66111	913-334-2330	913-334-0144
2015	M,O,Z	Aphalt	KDOT Call 644 Cherokee Co	KDOT	Wier, KS	\$82,693.00	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550
2014	A,C,D,G,I,J,K,N,P,Q,R,S,T,V	Street	Cole County Rte. 50	Modot	Jefferson City, Mo	\$19,925,874.00	100%	Ed Hassinger	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267
2014	A,C,D,G,I,J,K,N,P	Street	Jasper County Rte. I-44	Modot	Joplin, Mo	\$6,921,541.00	100%	Jason Evenden, PE	2915 Doughboy Drive Joplin, MO 64804		
2014	B,J,P	Bridge	Us 69 Fairfax Bridge	Modot	Riverside, Mo	\$5,143,669.00	80%	Scott Gammon, PE	American Bridge 7301 West 129th Street Suite 130 Overland Park, KS 66213	913-948-5800	
2014	A,C,D,F,G,I,J,K,P,R,S,T,V	Br/St	Scott Blvd Phase 2	City Of Columbia	Columbia, Mo	\$4,900,566.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132



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2014	A	Exc	John Twitty Energy Center	City Utilities Of Springfield	Springfield, Mo	\$4,395,169.00	100%	Ryan Turner	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656	
2014	A,C,J,K,S	Airport	Rogers Municipal Airport	City Of Rogers, Ar	Rogers, Ar	\$3,655,967.00	100%	David Krusch	City of Rogers #3 South Airport Drive Rogers, AR 72756	479-631-1400	
2014	B,C,F,I,J,KS,T,U,V	Street	Ku Jayhawk Blvd Phase 2	University Of Ks	Lawrence, Ks	\$2,376,014.00	100%	David Stueve	Kansas Department of Administration 800 SW Jackson, Suite 600 Topeka, KS 66612	785-296-3011	
2014	A,C,J,K,P,S,U,V	Airport	Omar Bradley Runway 5-23	City Of Moberly, Mo	Moberly, Mo	\$1,462,404.00	100%	Chris Flageolle	903 E. 104TH Street Suite 800 Kansas City, MO 64131	816-363-2696	
2014	B,M	Street	32nd & Arizona Avenue	City Of Joplin, Mo	Joplin, Mo	\$748,828.00	50%	Nathan Meyer P.E.	Olson Associates 601 P Street Suite 200 Lincoln, NE 68508	417-890-8802	417-890-8805
2014	B,C,I	Street	2014 Concrete Rehabilitation Program	Boone County	Columbia, Mo	\$474,824.40	100%	Dan Haid	Boone County 801 E. Walnut Room 315 Columbia, MO 65201	573-886-4362	
2014	B,I	Street	26th Street Sidewalk Overlay	City Of Joplin, Mo	Joplin, Mo	\$434,099.00	100%	Shawn Turner, PE	TranSystems 2400 Pershing Road Suite 400 Kansas City, MO 64108	816-329-8600	816-329-8601
2014	B,I,J,K,S	Airport	Branson West Airport	City Of Branson West, Mo	Branson West, Mo	\$431,340.00	100%	Ken Smith	City of Branson West 110 Silver Lady Street Branson West, MO 65737	417-272-3313	
2014	B,I,J,N	Airport	Trenton Municipal Airport	City Of Trenton, Mo	Trenton, Mo	\$231,947.00	100%	Mark Kubesa	Olson Associates 601 P Street Suite 200 Lincoln, NE 68508	402-474-6311	402-474-5160
2014	J	Util	Chilled Water Line-Mumford To Lefevre	University Of Mo	Columbia, Mo	\$154,500.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2014	B,I	Street	Thompson Center Parking Lot	University Of Mo	Columbia, Mo	\$72,900.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2013	A,C,D,E,F,G,I,J,K,N,P,Q,R,S,T,V	Br/St	South Lawrence Trafficway	Kdot	Lawrence, Ks	\$129,806,243.00	100%	Nathan Jeffries	1462 US - 40 Hwy Lawrence, KS 66044	785-842-0299	785-296-3720
2013	B,H,J,L,M,P,R,S,T,V	Street	Boone Co Rt 740	Modot	Columbia, Mo	\$12,853,323.00	100%	Charles Sullivan	4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2013	B,D,R,S,T,V	Bridge	Don Tyson Parkway	City Of Springdale, Ar	Springdale, Ar	\$10,927,709.00	100%	Doug Sprouse	201 Spring St. Springdale, AR 72764	479-750-8135	479-750-8504
2013	B,H,J,L,M,P,R,S,T,V	Street	Platte Co Rt 29	Modot	Kansas City, Mo	\$10,450,802.00	100%	Scotty Williams	1900 NW Cookingham Dr Kansas City MO 64155-1260	816-437-3625	
2013	B,K	Street	Shawnee Co Rt 24	Kdot	Topeka, Ks	\$4,199,726.00	100%	Ken Burkey	121 SW 21st Street Topeka, KS 66612	785-296-3881	
2013	B,I,J,K,N,P,S	Street	31st Street Lawrence Ks	City Of Lawrence, Ks	Lawrence, Ks	\$3,914,176.00	100%	Nathan Jeffries	1462 US - 40 Hwy Lawrence, KS 66044	785-842-0299	785-296-3720
2013	A,D,C,F,I,J,L,S,T	Street	Manhattan Core District Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$2,995,045.00	100%	Robert Ott, P.E.	1101 Poyntz Avenue Manhattan, KS 66502	785-587-2415	785-587-2416
2013	A,D,J,K,S	Street	79th Street	City Of Lenexa, Ks	Lenexa, Ks	\$2,860,500.00	100%	Ben Clark	City of Lenexa 12350 West 87th St Lenexa, KS 66215	913-477-7500	913-477-7730
2013	A,C,F,I,J,K,S,T,V	Airport	North Central Mo Regional Airport	City Of Brookfield, Mo	Brookfield, Mo	\$2,263,138.00	100%	Ted Stockwell	28540 Jetway Rd. Brookfield, MO 64628	660-258-7317	660-258-2151
2013	B,I	Util	East 24* Transmission Main	City Of Columbia	Columbia, Mo	\$1,663,432.00	100%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2013	A,C,F,J,L,N,S,T	Street	Riley Co Bluemont Avenue	Kdot	Topeka, Ks	\$984,476.00	100%	Robert Ott, P.E.	1101 Poyntz Avenue Manhattan, KS 66502	785-587-2415	785-587-2416
2013	B,I,J,N,S,T,V	Airport	Independence Airport Taxiway E	City Of Independence, Ks	Independence, Ks	\$520,918.00	100%	Micky Webb	120 N. 6th Street Independence, KS 67301	620-332-2500	620-332-2511
2013	B,J,K,S	Street	Prairie Lane Connection	City Of Columbia	Columbia, Mo	\$347,724.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132



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2013	B,J,N,S,T,V	Airport	Coffeyville Ks Airport	City Of Coffeyville	Coffeyville, Ks	\$242,937.00	100%	David George	102 W. Seventh St Coffeyville, KS 67337	620-252-6100	620-252-6175
2013	J	Util	Murr Industrial Building - Install Chilled Water Service	University Of Mo	Columbia, Mo	\$149,686.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2012	B,E,F,H,J,K,N,S	Street	Newton Co Rt I-44	Modod-District 7	Joplin, Mo	\$8,062,913.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2012	K	Street	Butler County Paving	Modot-Southeast	Poplar Bluff, Mo	\$6,491,481.00	100%	Mark Shelton	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381
2012	B,D,R,S,T,V	Bridge	Fulbright Expressway	City Of Fayetteville, Ar	Fayetteville, Ar	\$6,303,828.00	100%	Kip Guthrie	Jacobs Engineering 3729 N Crossover Rd Suite 111 Fayetteville, AR 72703	479-587-0632	
2012	B,C,D,J,K,S,T,V	Airport	Columbia Regional Airport Taxiway A	City Of Columbia	Columbia, Mo	\$5,282,826.00	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2012	J,K,S,T,V	Street	Mu-Hospital Drive	University Of Mo	Columbia, Mo	\$3,054,930.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2012	J	Util	Mu-Utilities To East Campus	University Of Mo	Columbia, Mo	\$3,015,739.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2012	B,C,D,J,K,S,T,V	Airport	Macon Fower Airport	City Of Macon	Macon, Mo	\$2,992,341.00	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-6627	
2012	B,C,J,N,S	Airport	Lamar Airport	City Of Lamar	Lamar, Mo	\$2,872,771.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2012	A,F,J,K,P,S,T	Street	Rolling Hills Road	Boone County Resource Management	Columbia, Mo	\$2,383,925.00	100%	Jeff McCann, P.E.	801 E. Walnut Columbia, MO 65201	573-886-4480	573-886-4340
2012	B,J	Util	Johnson Rd Water & Sewer	City Of Springdale, Ar	Springdale, Ar	\$2,169,001.00	100%	Chris Burtin	Garver 2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101
2012	B,C,D,J,L,M,P	Street	Brookview Gardens Design/Build	City Of Liberty, Mo	Liberty, Mo	\$1,472,090.00	100%	Brian Hess	City of Liberty 101 East Kansas St Liberty, MO 64068	816-439-4400	816-439-4513
2012	B,C,J,I	Airport	Manhattan Ks Airport Ramp Infill	Department Of The Army	Ft Riley, Ks	\$1,068,123.00	100%	Jody Kaaz	K&P Construction 716 Cherokee St Leavenworth, KS 66048	913-682-3550	913-683-3979
2012	B,E,F,J,L,S,T,V	Street	Boone Co Rt I-70	Modot	Columbia, Mo	\$1,011,236.00	100%	Charles Sullivan	4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2012	B,E	Bridge	Ktu 17.3 Dade Co	Ktu Contractors	Sims Point, Mo	\$897,976.00	100%	Paul Roggenbuck	KTU Constructors 2704 NE Independence Ave. Lees Summit, MO 64064	816-600-3671	
2012	B,I,J,L,N,P,S	Airport	Waynesville Airport	City Of Waynesville, Mo	Fort Leonard Wood, Mo	\$853,171.00	100%	Ty Sanders	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-436-5500	314-436-0723
2012	B,C,L	Street	Concrete Rehab	Boone County	Columbia, Mo	\$441,318.00	100%	John Sullivan, P.E.	Boone County 801 E. Walnut Room 315 Columbia, MO 65201	573-886-4480	
2012	B,E	Bridge	Ktu 17.2 Knox Co	Ktu Contractors	Edina, Mo	\$406,606.00	100%	Steve Kullman	KTU Constructors 2704 NE Independence Ave. Lees Summit, MO 64064	816-600-3671	
2012	B,F,J,L,S	Street	Campbell Avenue Streetscape	City Of Springfield, Mo	Springfield, Mo	\$380,786.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2012	F,M,J,F,J,P	Airport	Elton Hensley Memorial Airport	City Of Fulton, Mo	Fulton, Mo	\$217,575.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2012	B,J	Util	Lone Pine Sanitary Sewer	City Of Springfield, Mo	Springfield, Mo	\$84,295.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2011	A,C,D,J,K,R,S,T ,V	Street	Johnson Co Route 13	Modot-District 4	Warrensburg, Mo	\$10,126,672.00	100%	Brian Iles	1593 W Arrow Dr Marshall, MO 65340	660-886-2115	660-886-7421
2011	A,C,D,J,K,R,S,T ,V	Street	Cole Co Rt 179	Modot-District 5	Jefferson City, Mo	\$6,825,377.00	100%	Terry Imhoff	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267
2011	A,C,D,J,K,S,T,V	Street	Clark Lane Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$4,908,630.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2011	A,C,D,J,K,R,S,T ,V	Bridge	Barton/Jasper Co Route 71	Modot-District 7	Lamar, Mo	\$4,815,929.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	



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2011	A,C,D,J,K,R,S,T V	Street	St Francois Co Rt 67	Modot-District 10	Farmington, Mo	\$3,344,748.00	100%	Jason Williams	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381
2011	K,S,T	Street	Cape Girardeau Co Rt Ab	Modot-District 10	Cape Girardeau, Mo	\$2,551,804.00	100%	Mark Shelton	2675 North Main Street, Sikeston, MO 63801	573-472-5333	573-472-5351
2011	A,D,I,J,N,S,T	Street	Farm Road 178	Greene County Highway Dept	Springfield, Mo	\$2,312,581.00	100%	Dan Smith	2065 North Clifton, Springfield, MO 65803	417-831-3591	
2011	B,D,I,J,L	Street	3rd Street Openings	City Of Manhattan, Ks	Manhattan, Ks	\$2,143,101.00	100%	Kurt Rotering, IE	Alfred Benesch & Company 3226 Kimball Ave. Manhattan, KS 66503	785-539-2202	
2011	B,C,D,J,K,S,T,V	Airport	Ottawa Municipal Airport	City Of Ottawa, Ks	Ottawa, Ks	\$2,089,523.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	B,E,J	Bridge	Monroe Co Various Routes	Modot-District 3	Paris, Mo	\$1,682,638.00	100%	Martin Lincoln Jr.	1303Christy Dr Mexico, MO 65265	573-581-8320	573-581-7183
2011	B,E,J	Bridge	Macon Co Ktu Bridge 7.6	Ktu Contractors	Elmer, Mo	\$1,247,780.00	100%	Steve Kullman	3514 I-70 Dr SE Suite 102 Columbia, MO 65201	573-777-3500	
2011	B,C,D,J,K,S,T,V	Airport	Independence Municipal Airport	City Of Independence, Ks	Independence, Ks	\$1,067,220.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	B,C,D,J,K,S,T,V	Airport	Nevada Municipal Airport	City Of Nevada, Mo	Nevada, Mo	\$996,769.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	B,C,D,J,K,S,T,V	Airport	Omar Bradley Airport	City Of Moberly, Mo	Moberly, Mo	\$990,842.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	B,C,L	Street	Se Bailey Road	City Of Lees Summit, Mo	Lees Summit, Mo	\$844,495.00	100%	Rodney Hudson	220 SE Green Street Lee's Summit, MO 64063	816-969-1833	
2011	C,J,L,N,S	Street	Claffin/Beechwood Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$475,022.00	100%	Peter Clark, P.E.	1101 Peyntz Avenue Manhattan, KS 66502	785-587-2415	
2011	J	Util	Bella Vista Water Main	Bella Vista Village Poa	Bella Vista, Ar	\$452,296.00	100%	David Todd-CEI Engineering	3108 SW Regency Parkway Suite 2, Bentonville, AR 72712	479-273-9472	
2011	B,J,L	Street	Newton Co Rt 71	Modot-District 7	Joplin, Mo	\$378,082.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2011	B,C,L	Street	Boone Co 2011 Concrete Rehab	County Of Boone	Columbia, Mo	\$365,461.00	100%	Keith Austin	801 E. Walnut Columbia, MO 65201	573-886-4490	
2011	B,J	Street	Boone Co Rt B	Modot-District 5	Columbia, Mo	\$254,075.00	100%	Susan Ball	4201 Paris Rd Columbia, MO 65202	573-884-4751	
2011	B,L,P	Airport	Johnson Co Executive Airport	County Of Johnson, Ks	Olathe, Ks	\$243,000.00	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-8627	
2011	B,D,J	Street	Worley Street Sidewalk	City Of Columbia, Mo	Columbia, Mo	\$134,729.00	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2010	B,D,J,P,S	Hwy	Camden Co Rt 54	Modot - District 5	Osage Beach- Mo	\$16,758,269.91	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2010	B,D,E,J,L,N,P,S, T,V	Hwy	Laclede/Pulaski I-44 J8I2167	Modot - District 8	Jerome, Mo	\$11,097,159.00	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567	
2010	A,D,F,J,K,R,S,T, V	Hwy	Cole Co. Rte 179	Modot - District 5	Jefferson City, Mo	\$6,795,644.83	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2010	A,C,D,L	Site Dev	Alt Barracks Complex	U.S. Army Corps Of Engineers - Kc District	Fot Leonard Wood, Mo	\$5,829,234.97	100%	Jeremy Lambden	M.W. Builders 1701 n. General Bruce Drive Temple, TX 76504	254-778-4241	254-778-5151
2010	A,D,F,J,K,R,S,T, V	Hwy	Jackson Co. Rte 50	Modot - District 4	Lone Jack, Mo	\$5,149,136.98	100%	Richard Orr	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-0460	816-622-0461
2010	A,C,F,J,L,S,T,V	Street	Front Street Roadway Improvements	Kansas City, Mo	Kansas City, Mo	\$2,848,375.95	100%	Mark Montgomery	414 East 12th Street, Kansas City, MO 64106	816-513-2613	816-513-2615
2010	A,F,J,J,P,S,T	Street	Mexico Gravel Rd	City Of Columbia, Mo	Columbia, Mo	\$2,495,943.80	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	J	Util	Red Campus 24" & 6" Chilled Water Lines	Univ. Of Missouri - Columbia	Columbia, Mo	\$2,075,000.00	100%	Joe Pille	130 General Services Bldg Columbia, MO 65211	573.289.7197	573.882.1175



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2010	E,P	Bridge	Barton Co Rt 71	Modot-District 7	Lamar, Mo	\$1,747,817.00	100%	Becky Baltz	3901 East 32nd Street, Joplin, MO 64804	417-621-6500	417-629-3393
2010	N	Street	Shelby Road	City Of Poplar Bluff, Mo	Poplar Bluff, Mo	\$1,745,219.00	100%	Frank Carrol	Cripple Creek TDD 4800 West Blvd Poplar Bluff, MO 63901	573-686-0806	
2010	A,C,F,J,L,N,S,T,V	Street	North Brighton Avenue	City Of Kansas City, Mo	Kansas City, Mo	\$1,320,000.00	100%	Jeff Martin	414 East 12th Street, Kansas City, MO 64106	816-513-8722	816-513-2615
2010	B,C,L	Street	Concrete Street Replacement Program	City Of Springfield, Mo	Springfield, Mo	\$1,219,483.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2010	B,D,I,J,L	Street	3rd Street Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$1,084,669.00	100%	Matt Breiland-Killian Construction	2664 E Carney, Springfield, MO 65803	417-883-1204	417-887-7338
2010	B,J,N,S	Site Dev	Project Tiger	City Of Columbia, Mo / State Of Mo	Columbia, Mo	\$729,428.50	100%	John States	Little Dixie Construction xx Lermone Industrial Columbia, MO 65201	573.449.7200	573.449.7300
2010	J	Site Dev	Umc Southeast Gateway Util. Phase #3B	Univ. Of Missouri - Columbia	Columbia, Mo	\$668,000.00	100%	Tom McFarland	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175
2010	A,D,F,J,K,R,S,T,V	Hwy	Warren Co Rt B	Modot - District 3	Near Warrenton, Mo	\$514,588.43	100%	Christopher Knapp	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2586	573-248-2623
2010	B,I,J,L,S,T,V	Airport	Jesse Viertel Memorial Airport Construct T- Hangar Taxilanes	City Of Boonville, Mo	Boonville, Mo	\$421,524.00	100%	Chris Flageolle Lochner-BWR	903 East 104th St, Suite 900, Kansas City, MO 64131-3451	816-363-2696	816-363-0027
2010	J	Util	Old Mill Creek Water Line	City Of Columbia, Mo	Columbia, Mo	\$405,007.00	100%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2010	B,J	Util	Gans Creek Pump Station	City Of Columbia, Mo	Columbia, Mo	\$361,508.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	C,L,S,U	Street	Stadium Blvd Crossroads Entrance	City Of Columbia, Mo	Columbia, Mo	\$225,625.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Hwy	Greene Co Rt 65	Modot - District 8	Springfield, Mo	\$26,943,391.77	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009		Hwy	Camden/Laclede Co Rt 5	Modot - District 5	Camdenton - Lebanon, Mo	\$16,150,581.52	100%	Dennis Krenning	RT2 BOX 870 BUFFALO, MO 65648	417-345-2192	
2009		Hwy	Jackson Co Rt 150	Modot - District 4	Lee'S Summit, Mo	\$14,101,938.23	100%	Jeffrey Hardy	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-6570	816-622-6323
2009		Street	Scott Blvd Improvements	City Of Columbia, Mo	Columbia, Mo	\$11,131,564.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Hwy	Greene Co Rt 60	Modot - District 8	Springfield, Mo	\$7,572,935.34	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009		Street/ Bridges	Maguire Blvd Ext.	City Of Columbia, Mo	Columbia, Mo	\$7,294,025.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Street/ Sewer	Vandiver Drive Ext./ Upper Hinkson Outfall Sewer	City Of Columbia, Mo	Columbia, Mo	\$7,148,577.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Hwy	Miller Co Rt 54	Modot - District 5	Osage Beach, Mo	\$5,226,719.50	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2009		Hwy	Colt Railroad Bridge	City Of Columbia, Mo	Columbia, Mo	\$3,752,457.48	100%	Christian Johannningmeier	COLT RAILROAD COLUMBIA, MO	573-874-6373	
2009		Airport	Eldon Model Airport - Runway Extension Project	City Of Eldon, Mo	Eldon, Mo	\$3,181,603.38	100%	Debbie Guthrie	City Hall 101 S. Oak St. Eldon, MO 65026	573-392-2291 Ext. 7	
2009		Airport	Max B. Swisher -Skyhaven Airport	Univ. Of Central Mo. (Ucm)	Warrensburg, Mo	\$1,939,527.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009		Street/ Sewer	Reed Street Combined Sewer	City Of Moberly, Mo	Moberly, Mo	\$1,270,855.55	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	860-263-4420	660-269-8171
2009		Airport	West Plains Municipal Airport - Parallel Taxiway Extension & Taxilane Rehab	City Of West Plains, Mo	West Plains, Mo	\$1,193,503.00	100%	Royce Fugate	1910 Holiday Lane West Plains, MO 65775	417-256-7176	
2009		Airport	Marshall Memorial Airport Reconstructaprons	City Of Marshall, Mo	Marshall, Mo	\$1,168,381.00	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565





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2009	B,D,J,P,S	Street	Moreland School Road	City Of Blue Springs, Mo	Blue Springs, Mo	\$1,083,078.85	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2009		Airport	Coffey County Airport	Coffey County Airport Authority	Coffey, Ks	\$813,784.80	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009		Airport	Hugh Robinson Memorial Airport Taxilane Construction	City Of Neosho, Mo	Neosho, Mo	\$771,745.40	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009		Hwy	Clay County Rt 169	Modot - District 4	Riverside, Mo	\$603,680.00	100%	Mark Fisher	600 NE COLBURN RD LEE'S SUMMIT, MO 64054	816-622-6500	816-622-6323
2009	J	Util	Umc Southeast Gateway Util. Phase #3A	Univ. Of Missouri - Columbia	Columbia, Mo	\$566,632.00	100%	Rob Young	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175
2009		Hwy	Pettis Co Rt Y	Modot - District 5	Sedalia	\$351,814.35	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2009		Util	Columbia Landfill Bioreactor	City Of Columbia, Mo	Columbia, Mo	\$217,453.00	100%	MIKE SYMONDS	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2009		Hwy	Boone Co Rt 63/Ac	Modot - District 5	Columbia, Mo	\$116,241.00	100%	Charles Sullivan	COLUMBIA, MO 65203	573-884-4770	
2008		Hwy	Jackson Co Rt I-470	Modot	Lees Summit, Mo	\$15,907,291.00	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008		Hwy	Webster Co I-44 Welcome Center	Modot	Lebanon, Mo	\$10,970,702.00	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567	
2008		Hwy	Greene Co Rt H	Modot	Springfield, Mo	\$8,325,768.00	100%	Johnny Teegardin, RE	MODOT 2549 N. Mayfair, Springfield, MO 65803	417-895-6720	417-895-6734
2008		Airport	Lee'S Summit Airport	City Of Lees Summit, Mo	Lees Summit, Mo	\$6,582,593.00	100%	Ty Sander	CMT - 1 S Memorial Dr, Ste 500 St Louis, MO 63102	314-436-5500	314-436-0723
2008		Paving	Fall Creek	City Of Branson, Mo	Branson, Mo	\$4,952,852.00	100%	Cheryl Ford	City of Branson 110 Maddux Street, Branson, MO 65616	417-337-8559	
2008		Street/ Bridge	Providence Rd Ext. & Bridge Over Bear Creek	City Of Columbia, Mo	Columbia, Mo	\$4,275,732.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2008		Hwy	Stoddard Co Rt 60	Modot	Fisk, Mo	\$3,069,148.00	100%	Steve Bubanovich, RE	MODOT 2910 Barron Rd, Poplar Bluff, MO 63901	573-840-9781	573-840-9782
2008		Airport	Omar Bradley Airport	City Of Moberly, Mo	Moberly, Mo	\$2,460,307.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008		Airport	Columbia Regional Airport	City Of Columbia, Mo	Columbia, Mo	\$1,835,506.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008		Paving	Virginia Avenue Extension	University Of Mo	Columbia, Mo	\$1,691,458.00	100%	Matt Thomas	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2008		Hwy	Putnam/Schuler Co Rt 136	Modot	Livonia, Mo	\$1,598,532.00	100%	James Gillespie, RE	MODOT 1303 Mitchell Ave, Chillicothe, MO 64601	660-646-3218	660-646-6137
2008		Site Dev	Callaway Energy Centre Phase li	Callaway Etec. Coop.	Fulton, Mo	\$1,526,315.00	100%	TIM VAUGHAN - PARIC Corp. (GC /Project Manager)	1001 Boardwalk Springs Pl. Suite 220 O'Fallon, MO 63368	636-561-9770	
2008		Airport	Independence Ks Airport #2	City Of Independence, Ks	Independence, Ks	\$1,208,340.00	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506	
2008		Hwy	Clay County Rt 92	Modot -	Smithville, Mo	\$903,668.00	100%	Gregory Stervinou	MODOT Nashua Office 1900 NW Cookingham Drive, KC MO 64155	816-437-3625	816-437-3629
2008		Street	Lee'S Summit Curb Repair	City Of Lees Summit, Mo	Lees Summit, Mo	\$726,256.00	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809
2008		Storm/ Sewer	Epperson Street	City Of Moberly, Mo	Moberly, Mo	\$702,142.00	100%	Shawn Carrico	Jacobs Civil, Inc. 501 N Broadway, St. Louis, MO 63102	314-335-4000	
2008		Grading	Discovery Ridge/Green Way Grading	University Of Mo	Columbia, Mo	\$629,564.48	100%	Bob Young	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-884-0099	(573) 884-5603
2008		Paving	Mid-America Street	City Of Boonville, Mo	Boonville, Mo	\$542,453.00	100%	ML Cauthon	City of Boonville	660-882-5257	



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2008		Hwy	Camden Co Rt 5 Slide Repair	Modot	Camdenton, Mo	\$512,727.00	100%	Mike Omalry	MODOT 93 Morgan Street, Camden, MO 65020	573-346-3053	573-346-4960
2008		Airport	Allen County Airport	City Of Iola, Ks	Iola, Ks	\$415,088.00	100%	Glen Davidson	1 N Washington, Iola KS 65737	417-624-5703	417-624-7558
2008		Hwy	Jackson Co I-70	Modot	Blue Springs, Mo	\$383,075.00	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008		Airport	Fort Scott Airport	City Of Fort Scott, Ks	Fort Scott, Ks	\$366,024.00	100%	Kenny Howard	1 E 3rd Street, Fort Scott, KS 66701	620-223-0550	620-223-8100
2008		Hwy	Jackson Co Rt V	Modot	Independence, Mo	\$321,294.00	100%	Tom Markway	MODOT 9400 E 43rd Street, KC MO 64133	816-358-1861	816-358-2163
2008		Storm/ Sewer	Rutledge Storm Water	City Of Columbia, Mo	Columbia, Mo	\$311,726.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2008		Paving	Lees Summit Recycle	City Of Lees Summit, Mo	Lees Summit, Mo	\$199,363.00	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809
2008		Paving	Union Ave	City Of Moberly, Mo	Moberly, Mo	\$100,853.00	100%	Dick Leach	PSBA - 100 S 54th Street, Quincy, IL 62306	217-223-4605	217-223-1546
2008		Hwy	Jackson Co Rt 78	Modot	Independence, Mo	\$87,739.00	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008		Storm/ Sewer	Claremore Sanitary Rehab	City Of Claremore, Ok	Claremore, Ok	\$82,308.00	100%	Bob Wages	Incog 210 W 5th Street, Ste 600, Tulsa, OK 74103	918-584-7526	
2007		Hwy	Madison Co. - Rte 67	Modot - District 10	Farmington, Mo	\$37,597,624.33	100%	MARK SHELTON	2875 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2007		Hwy	Dallas/ Greene Co Rte 65	Modot District 8	Springfield, Mo	\$19,716,630.94	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2007		Hwy	Greene Co Rte 65	Modot District 8	Springfield, Mo	\$16,696,406.00	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2007		Hwy	Boone Co. - Rte 63/ Gans Rd Interchange	Modot - District 5	Columbia, Mo	\$8,572,275.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2007		Hwy	Macon Co Rte 63	Modot - District 2	Macon, Mo	\$5,131,898.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2007		Site Dev Street/ Bridge/ Water	Crosscreek Center - Tdd	Crosscreek Transp. Dev. Dist.	Columbia, Mo	\$3,522,630.30	100%	SCOTT BITTERMAN	1901 PENNSYLVANIA DR. COLUMBIA, MO 65201	573-814-1568	573-814-1128
2007		Street	Chapel Hill Road Extension	City Of Columbia, Mo	Columbia, Mo	\$3,043,426.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2007		Street	Liggett Road	Jackson Co., Mo	Independence, Mo	\$2,431,677.00	100%	RODGER SEIDELMAN		816-847-7055	816-847-7051
2007		Water	Hillsdale Pump Station & Water Main	City Of Columbia, Mo	Columbia, Mo	\$2,295,645.17	100%	DAVE STORVICK	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2007		Airport	Jefferson City Mem. Airport Taxiway A, Connectors & Apron Rehab	City Of Jefferson City, Mo	Jefferson City, Mo	\$2,035,827.20	100%	RON CRAFT	320 E. MCCARTY ST JEFFERSON, CITY, MO 65102	573-634-6469	573-634-5269
2007		Airport	Nevada Municipal Airport Runway 2-20 Rehab & Connectors	City Of Nevada, Mo	Nevada, Mo	\$1,909,115.55	100%	MARK MITCHELL	120 S. ASH ST. NEVADA, MO 64772	417-448-2700	
2007		Airport	Marshall Memorial Airport Reconstruct Runway 18-36, New Taxiway F, & Connectors	City Of Marshall, Mo	Marshall, Mo	\$1,841,025.45	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565
2007		Water	Hwy 763 Water Line Relocations	City Of Columbia, Mo	Columbia, Mo	\$1,352,221.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2007		Airport	Independence Municipal Airport - Reconstruct Taxiway A & Connectors	City Of Independence, Ks	Independence, Ks	\$1,257,941.50	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506	
2007		Site Dev	Central Mo Universty Track & Field Rehab	Central Mo University	Fayette, Mo	\$850,455.00	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469
2007		Water	Oakland Gravel & Holly Ave.	City Of Columbia, Mo	Columbia, Mo	\$442,806.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875



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

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CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2007		Hwy	Montana Rd @ Sand Creek Rd Franklin Co. Ks	Kdot	Ottawa, Ks	\$439,810.00	100%	BRIAN SCHAFER	507 NORTH MAPLE GARNETT, KS 66032	785-448-5446	785-448-2486
2007		Street/ Water	Silva Lane Upgrade	City Of Moberly, Mo	Moberly, Mo	\$423,943.00	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2007		Site Dev	Boonville School -		Boonville, Mo	\$188,211.80	100%	TRAVIS ROSS	113 EAST THIRD SEDALIA, MO	660-827-5955	660-828-6058
2007		Site Dev	Central Mo Univeristy Softball Field	Central Mo University	Fayette, Mo	\$179,617.00	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469
2007		Site Dev	Blair Oaks School -	Blair Oaks R2 School District	Wardsville, Mo	\$176,042.55	100%				
2006		Hwy	Green Co Rte 65	Modot - District 8	Springfield, Mo	\$25,327,653.00	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2006		Water	36" Water Main Extension	City Of Columbia, Mo	Columbia, Mo	\$6,940,952.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2006		Hwy	Rte. 7 - Blue Springs	City Of Blue Springs, Mo/ Modot	Blue Springs, Mo	\$6,198,312.00	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2006		Hwy	Miller County Rte. 17	Modot - District 5	Iberia, Mo	\$3,705,045.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2006		Excav/ Sewer	Eastowne Business Park - Phase 1	St. Joseph Business Park Corp./ City Of St. Joseph, Mo	St. Joseph, Mo	\$2,971,100.00	100%	BRAD LAU	3003 FREDERICK AVE. ST. JOSEPH, MO 64506	800-748-7856	816-364-4873
2006		Hwy	Livingston Co Rte 65	Modot - District 2	Chillicothe, Mo	\$2,856,199.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2006		Hwy	Franklin Co Rte I-44	Modot - District 6	St. Clair, Mo	\$2,605,683.85	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2006		Hwy	Grundy Co Rte. 6	Modot - District 2	Trenton, Mo	\$1,940,337.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2006		Hwy	St. Francois County, Rte. 67	Modot - District 10	Farmington, Mo	\$1,898,761.00	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2006		Street/ Storm/ Water	Southampton Drive - Street Extension	City Of Columbia, Mo	Columbia, Mo	\$1,765,670.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006		Hwy	Adams Dairy Parkway	City Of Blue Springs, Mo	Blue Springs, Mo	\$1,571,041.36	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2006		Sewer	King City Sewer	City Of King City, Mo	King City, Mo	\$1,392,973.00	100%	ALBERT MUFF	119 N. OHIO ST KING CITY, MO 64463	660-483-0354	660-535-6121
2006		Street/ Storm	Hamblen Road	City Of Lees Summit, Mo	Lees Summit, Mo	\$1,352,073.00	100%	DAVID WAHL	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2006		Hwy	Business 54 Improvements	City Of Fulton, Mo	Fulton, Mo	\$1,244,224.65	100%	GREG HAYES	4TH & MARKET ST FULTON, MO 65251	573-592-3161	573-592-3169
2006		Street/ Storm	Hilton Road	Reorg. School Dist. #7 Of Jackson County	Lees Summit, Mo	\$1,146,603.00	100%	KYLE GORRELL	502 SE TRANSPORT DR. LEE'S SUMMIT, MO 64081	816-986-2425	816-986-2435
2006		Hwy	Lafayette Co Rte I-70 Sor	Modot - District 4	Oak Grove, Mo	\$887,100.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2006		Airport	North Central Mo Regional Airport - Taxiway Construction	City Of Brookfield, Mo	Brookfield, Mo	\$828,100.05	100%	TED STOCKWELL	28540 JETWAY RD. BROOKFIELD, MO 64628	660-258-7317	660-258-2151
2006		Hwy	Business 36 Improvements	City Of Chillicothe, Mo	Chillicothe, Mo	\$691,987.00	100%	HUGH MUSSELMAN	715 WASHINGTON CHILLICOTHE, MO 64601	660-646-3811	660-646-6811
2006		Airport	Ottawa Municipal Airport	City Of Ottawa, Ks	Ottawa, Ks	\$640,054.75	100%	ANDY HANEY	CITY HALL, 101 S. HICKORY OTTAWA, KS 66067	785-229-3630	785-229-3639
2006		Hwy	Liberty Lane Improvements	City Of Ashland, Mo	Ashland, Mo	\$565,325.00	100%	KEN EFTINK	107 E. BROADWAY ASHLAND, MO 65010	573-657-2091	573-657-7018
2006		Hwy	Mission Parkway	City Of Leawood, Ks	Leawood, Ks	\$459,732.00	100%	SHAWN JOHNSON	4800 TOWN CENTER DR. LEAWOOD, KS 66211	913-339-6700	913-339-6700



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CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2006		Street/ Storm/ Water	Hope Place - Street Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$253,612.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006		Site Dev	Hickman High School Football Field	Columbia Public School District	Columbia, Mo	\$198,597.50	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401
2006		Hwy	Route Pp Safety Project	City Of Columbia, Mo	Columbia, Mo	\$149,430.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006		Site Dev	Rockbridge High School Football Field	Columbia Public School District	Columbia, Mo	\$143,700.00	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401
2006		Airport	Jesse Veirtel Mem. Airport -Apron	City Of Boonville, Mo	Boonville, Mo	\$129,277.00	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442
2005		Hwy	Carter Co Rte. 60	Modot - District 9	Van Buren, Mo	\$16,107,266.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2005		Hwy	East Broadway	City Of Columbia, Mo	Columbia, Mo	\$4,789,783.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005		Hwy	Platte Co 152 Half-Diamond Tdd	Modot - District 4	Kansas City, Mo	\$1,531,109.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2005		Hwy	Clinton County, Rte. H	Modot - District 1	Plattsburg, Mo	\$1,295,606.60	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2005		Hwy	Daviness County, Rte. B	Modot - District 1	Coffey, Mo	\$1,288,671.80	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2005		Storm/ Sewer	Grindstone H-17 Outfall Sewer	City Of Columbia, Mo	Columbia, Mo	\$1,175,325.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005		Hwy	Laclede County	Modot - District 8	Lebanon, Mo	\$834,499.60	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2005		Hwy	Platte Co Rte Dd	Modot - District 4	North Kansas City, Mo	\$436,415.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2005		Storm/ Sewer	Bristol Lake C-3 Trunk Sewer	City Of Columbia, Mo	Columbia, Mo	\$145,075.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005		Storm/ Sewer	Merideth Branch Drainage	City Of Columbia, Mo	Columbia, Mo	\$93,636.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005		Storm/ Sewer	Concord Office Building Pumpstation	City Of Columbia, Mo	Columbia, Mo	\$36,570.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2004		Hwy	Crawford County, Rte. I-44	Modot - District 9	Cuba, Mo	\$11,266,514.59	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2004		Hwy	Boone County I-70 & Hwy 63 Interchange Improvements	Modot - District 5	Columbia, Mo	\$10,630,889.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2004		Hwy	Ray County	Modot - District 4	Lexington, Mo	\$7,063,709.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2004		Hwy	Platte County, Rte. 152	Modot - District 4	Weatherby Lake, Mo	\$3,574,139.39	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2004		Hwy	Miller County Rte. 52	Modot - District 5	Tuscumbia, Mo	\$3,188,608.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2004		Airport	Cape Girardeau Airport	City Of Cape Girardeau, Mo	Cape Girardeau, Mo	\$3,047,655.00	100%	BRUCE LOY	P.O. BOX 617, AIRPORT RD CAPE GIRARDEAU, MO 63702	573-334-6230	573-334-6230
2004		Hwy	Platte County, Bro	Platte County, Missouri	Platte City, Mo	\$2,388,954.88	100%	GREG SAGER	15955 HIGHWAY 273 PLATTE CITY, MO 64079	816-858-2223	816-858-3471
2004		Hwy	Franklin Co. Rte 185	Modot - District 6	Sullivan, Mo	\$1,673,653.00	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2004		Street/ Bridge	Garth Ave. Roadway & Bridge Improvements	City Of Columbia, Mo	Columbia, Mo	\$1,601,943.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2004		Hwy	Pike County	Modot - District 3		\$1,400,325.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2004		Hwy	Grundty County	Modot - District 2		\$1,353,755.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2004		Airport	Mexico Memorial Airport	City Of Mexico, Mo	Mexico, Mo	\$1,319,069.00	100%	TANNA PARISH	300 N. COAL MEXICO, MO 65265	573-581-2100	573-581-2236



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2004		Street	Independence Avenue	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$1,265,823.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2004		Hwy	Modonald County Rte. 71	Modot - District 7	Pineville, Mo	\$1,084,573.00	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140
2004		Airport	Lawrence Airport	City Of Lawrence, Ks	Lawrence, Ks	\$988,265.00	100%	STEVE BENNETT	6 E. 6TH ST. LAWRENCE, KS 66044	785-832-3123	785-832-3398
2004		Airport	Sedalia Memorial Airport Runway & Taxiway Extension	City Of Sedalia, Mo	Sedalia, Mo	\$975,338.00	100%	CHRIS COX	1900 E. BOONVILLE RD. SEDALIA, MO 65301	660-826-4128	660-826-4333
2004		Airport	Washington County Airport	Washington County, Ks	Washington Co., Ks	\$841,488.00	100%	SHARON PIERCE	P.O. BOX 277 WASHINGTON, KS 66968	785-325-2974	785-325-2303
2004		Hwy	Worth County, Bro	Modot - District 1	Grant City, Mo	\$568,518.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2004		Water	Scott Boulevard Water	Cpwsd #1	Columbia, Mo	\$447,757.50	100%	GARY WOODY	1500 N. 7TH ST. COLUMBIA, MO 65201	573-449-8723	573-499-0578
2004		Hwy	Gentry County, Rte U	Modot - District 1	Gentry, Mo	\$409,694.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2003		Hwy Street/ Water/ Sewer	Cole Co. Rte 179	Modot - District 5	Jefferson City, Mo	\$16,803,066.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2003			Tudor/Scruggs Road Improvements	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$8,301,340.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2003		Hwy	Pulaski Co.	Modot - District 9		\$5,107,099.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2003		Hwy	Lafayette Co. Rte 13 Paving	Modot - District 4	Lexington, Mo	\$4,584,323.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2003		Hwy	St. Francois County, Rte. 67	Modot - District 10	Farmington, Mo	\$3,649,468.00	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2003		Airport	Springfield-Branson Regional Airport-Taxiway U	City Of Springfield, Mo	Springfield, Mo	\$2,783,405.50	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2003		Airport	Springfield-Branson Regional Airport-Taxiway D	City Of Springfield, Mo	Springfield, Mo	\$2,720,776.79	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2003		Hwy	Miller Co. Rte 54	Modot - District 5	Osage Beach, Mo	\$2,328,939.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2003		Hwy	St. Charles Rd/ I-70 Ramp Improvements	Lake Of The Woods South Tdd	Columbia, Mo	\$2,183,680.20	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003		Water/ Sewer	Water & Waste Water Extension To Hwy 24 W/ Pump Station	City Of Moberly, Mo	Moberly, Mo	\$1,096,165.52	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2003		Hwy	Bates Co. Rte J	Modot - District 7	Amsterdam, Mo	\$1,085,523.00	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140
2003		Street/ Storm	Forum Blvd. Extension	City Of Columbia, Mo	Columbia, Mo	\$910,639.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003		Hwy	Macon County	Modot - District 2	Atlanta, Mo	\$898,873.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2003		Street/ Storm	Rollins Rd	City Of Columbia, Mo	Columbia, Mo	\$795,773.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002		Airport	Springfield-Branson Regional Airport-Reconst. Exst. Runway 2-20 & Taxiways	City Of Springfield, Mo	Springfield, Mo	\$10,956,333.51	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2002		Hwy	Lewis Co.	Modot - District 3	Canton, Mo	\$8,364,318.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002		Hwy	Clark Co. Bridge	Modot - District 3	Kahoka, Mo	\$6,146,077.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002		Street/ Water	Pryor Road Improvements	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$4,868,541.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2002		Hwy	Laclede Co. Route 144	Modot - District 8	Lebanon, Mo	\$4,115,784.00	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2002		Airport	Hannibal Municipal Airport	City Of Hannibal, Mo	Hannibal, Mo	\$3,928,783.00	100%	JIM BURNS	320 BROADWAY HANNIBAL, MO 63401	573-221-0111	573-221-8191
2002		Hwy	Dent Co.	Modot - District 9	Salem, Mo	\$1,222,385.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2002		Hwy	Audrain Co.	Modot - District 3	Mexico, Mo	\$1,207,943.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002		Airport	Monett Municipal Airport	City Of Monett, Mo	Monett, Mo	\$1,158,057.00	100%	HOWARD FRAZIER	217 FIFTH ST. MONETT, MO 65708	417-476-5112	417-476-5101



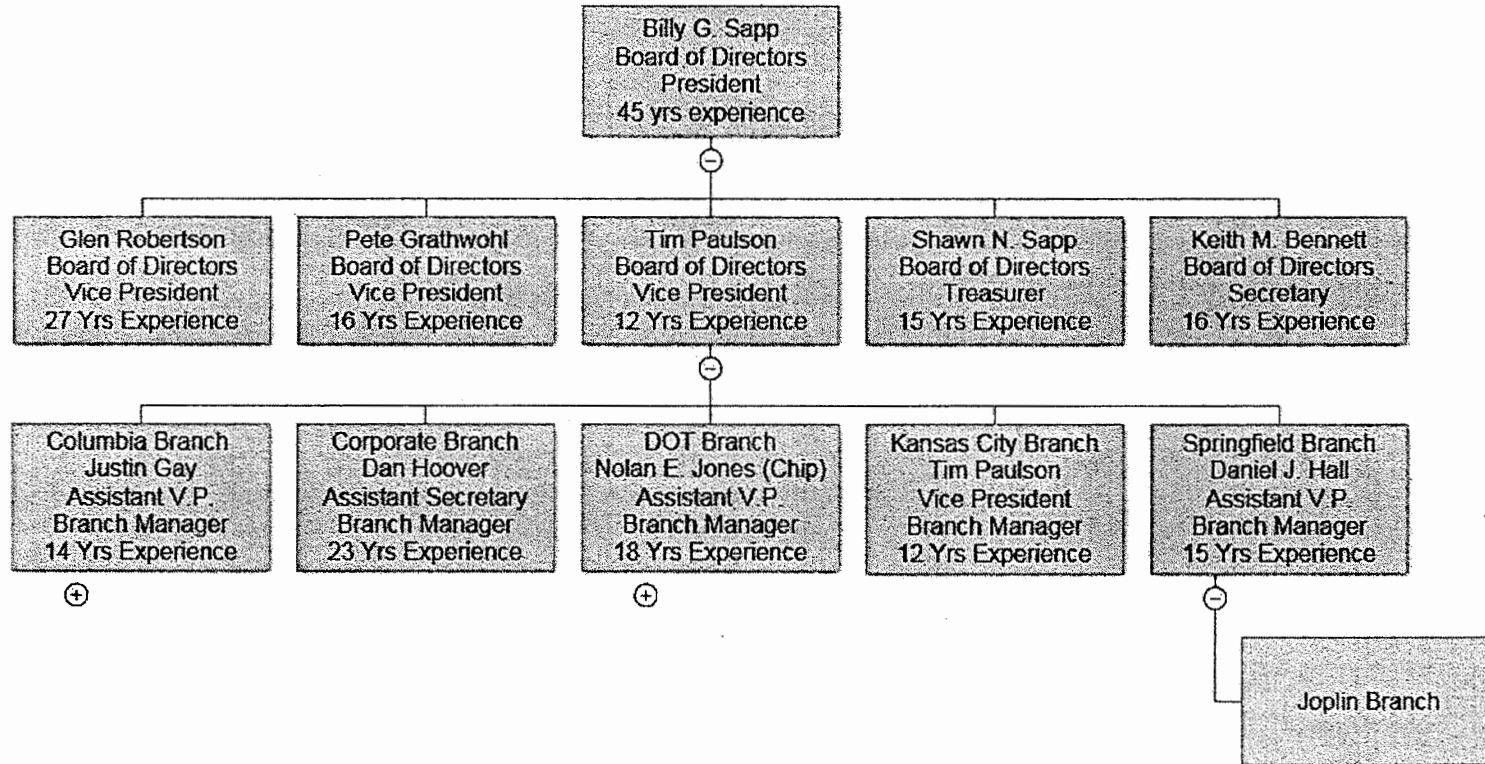
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2002		Hwy	Crawford Co. Bro	Modot - District 9	Sullivan, Mo	\$1,088,549.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2002		Hwy	Platte Co.	Modot - District 4	Platte City, Mo	\$938,359.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2002		Street	Trojan Dr. Reconstruction	City Of Troy, Mo	Troy, Mo	\$870,288.00	100%	ROBERT FRANK	200 MAIN ST. TROY, MO 63379	636-528-4712	636-462-1613
2002		Airport	Columbia Regional Airport - Apron Extension & Connecting Taxiway	City Of Columbia, Mo	Columbia, Mo	\$662,740.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002		Hwy	Moniteau Co.	Modot - District 5	Jamestown, Mo	\$660,800.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2002		Hwy	39Th Street (Paving Only)	Modot - District 4	Independence, Mo	\$471,367.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2002		Hwy	Providence Road Ped. Bridge Over I-70	City Of Columbia, Mo	Columbia, Mo	\$453,171.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002		Hwy	Linn Co.	Modot - District 2	Linneus, Mo	\$417,914.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2002		Hwy	Chanton Co.	Modot - District 2	Keytesville, Mo	\$410,603.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2002		Street	Commerce Dr. Phase 2 Street Extension	City Of Marshall, Mo	Marshall, Mo	\$211,086.00	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565
2001		Hwy	Lafayette Co. Route 13	Modot - District 4	Lexington, Mo	\$9,601,909.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2001		Hwy	Hwy 63/ Vandiver Dr. Interchange & Extension	Modot - District 5 / City Of Columbia	Columbia, Mo	\$6,597,971.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2001		Hwy	Franklin Co. Route 47	Modot - District 6	St. Clair, Mo	\$6,398,813.00	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2001		Airport	Linn County Airport	Modot - District 2	Brookfield, Mo	\$3,560,274.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2001		Hwy	Ralls Co. Route U	Modot - District 3	New London, Mo	\$1,306,536.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2001		Street	Park Ave. & Bueth Rd. Reconstruction	City Of Moberly, Mo	Moberly, Mo	\$1,226,574.00	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2001		Street	Sunflower Street Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$944,087.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001		Street/ Sewer	Cartwright Ave. - Street & Sanitary Sewer Extensions	City Of Grandview, Mo	Grandview, Mo	\$846,954.00	100%	LARRY FINLEY	1200 MAIN ST. GRANDVIEW, MO 64030	816-316-4800	816-763-3907
2001		Airport	Columbia Regional Airport - Partial Rehab. Of Runway 2-20	City Of Columbia, Mo	Columbia, Mo	\$526,014.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001		Hwy	Carroll Co. Route 2	Modot - District 2	Carrollton, Mo	\$393,157.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2001		Hwy	Gentry Co.	Modot - District 1		\$213,841.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64508-1399	816-387-2350	816-387-2359
2000		Hwy	Callaway Co. Route 54	Modot - District 5	Fulton, Mo	\$5,817,512.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2000		Hwy	Camden Co. Route 54	Modot - District 5		\$4,122,209.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2000		Hwy	Howard Co. Route 240	Modot - District 2		\$4,099,135.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000		Hwy	Pulaski Co. Route 28	Modot - District 9		\$3,294,358.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2000		Hwy	Grundy Co.	Modot - District 2		\$2,471,792.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000		Airport	Lee'S Summit Airport	City Of Lee'S Summit, Mo		\$1,496,102.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2000		Hwy	Carroll Co. Route 65	Modot - District 2		\$1,434,038.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000		Airport	Jesse Viertel Mem. Airport	City Of Boonville, Mo	Boonville, Mo	\$1,409,994.00	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442
2000		Water	Route Ac Water Line Relocation	City Of Columbia, Mo	Columbia, Mo	\$770,869.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2000		Wwtp	Newtown Waste Water Treatment Facility	Boone County Regional Sewer Dist.	Columbia, Mo	\$507,583.00	100%	TOM RATERMANN	1314 N. 7TH ST. COLUMBIA, MO 65201	573-443-2774	573-499-0489
1999		Street	Ward Road Reconstruction	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$5,938,999.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795



## Emery Sapp & Sons, Inc. Organizational Chart



Approximately 600 Employee Owners

Company ID Number: 86909

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

**ARTICLE I**

**PURPOSE AND AUTHORITY**

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

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

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

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



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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**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 Operations at 888-464-4218.**

**Employer Emery Sapp & Sons, Inc.**

**Dan Hoover**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**01/08/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 86909

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**01/08/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Company ID Number: 86909

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Emery Sapp & Sons, Inc.

Company Facility Address: 2602 N Stadium Blvd  
Columbia, MO 65202

Company Alternate Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County or Parish: BOONE

Employer Identification Number: 431708848

North American Industry  
Classification Systems Code: 237

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499 Number of Sites Verified for: 1

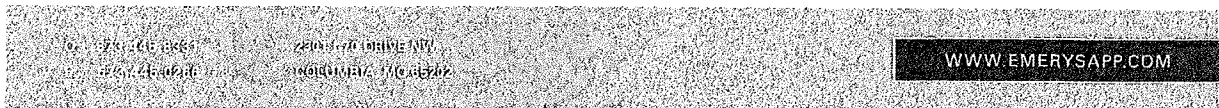
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Dawn DeBrodie**  
Telephone Number: **(573) 445 - 8331** Fax Number:  
E-mail Address: **dawnd@emerysapp.com**

Name: **Dan Hoover**  
Telephone Number: **(573) 445 - 8331** Fax Number:  
E-mail Address: **dhoover@emerysapp.com**



**AUTHORITY TO SIGN**

I, Keith M. Bennett, certify that I am the Secretary of Emery Sapp & Sons, Inc., a corporation organized in the State of Missouri; and that Justin Gay who signed the attached document on behalf of Emery Sapp & Sons, Inc. is the Assistant Vice President of the corporation; and said document was duly signed for and on behalf of the corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the corporation this 31 day of January 2017

Corporate Seal

Keith M. Bennett  
Corporate Secretary, Keith M. Bennett

**NOTARIZATION**

STATE OF MISSOURI  
COUNTY OF BOONE

The foregoing was acknowledged before me this 31 day of January 2017.

Angela C. Regan  
Notary Public

My Commission Expires: March 3 2018



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



**BID BOND**

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

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

2301 I-70 Drive NW, Columbia, MO 65202

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

\_\_\_\_\_ as Obligee, hereinafter called the Obligee, in the sum of

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

WHEREAS, the Principal has submitted a bid for Concrete Rehab-2017 - Georgetown & Lake of the Woods Subdivisions

Bid Number: 27-08JUN17

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

Signed and sealed this 13th day of June, 2017.

Angela C Regan \_\_\_\_\_ Witness { Emery Sapp & Sons, Inc. \_\_\_\_\_ (Seal)  
Principal

Sara Merin \_\_\_\_\_ Witness { Liberty Mutual Insurance Company \_\_\_\_\_ Title  
By Allison Madrid \_\_\_\_\_ Attorney-in-Fact



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

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

Certificate No. 7643693

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

**POWER OF ATTORNEY**

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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



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

**IMPORTANT SURETY BOND INFORMATION  
MISSOURI**

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

**MISSOURI SPECIFIC QUESTIONS**

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

**LIBERTY MUTUAL INSURANCE COMPANY**  
175 Berkeley Street  
Boston, MA 02116

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

Telephone # 1-206-473-3799



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 27-08JUN17-Concrete Rehab-2017**

**ADDENDUM #1 - Issued June 2, 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. Question: Can Geotex 4x4UF be considered an approved equal to the Mirafi RS580i?

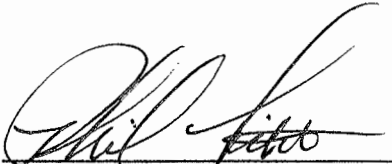
Answer: Yes, Geotex 4x4UF by Propex will be considered an approved equal to Mirafi RS580i for this project.

2. Question: Can Notice to Proceed date be pushed back?

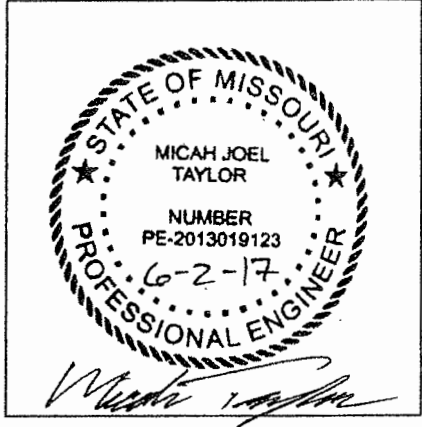
Answer: Official Notice to Proceed will be established by the Contractor and County at the Pre-Construction meeting, however it is the intention of the County to have this project completed this year. As such the Contractor will be given the Contract Time as specified in the bid or until November 6, 2017, whichever comes first, to complete the project. If construction proceeds past the Contract Time or November 6<sup>th</sup>, liquidated damages will begin to be assessed at \$500.00 per Working Day.

3. Special Provision #69 states that geotextile shall be overlapped a minimum of 36" at all longitudinal and transverse seams. Contractor may choose to forgo overlapping requirements by having factory installed sewn seams.
4. Error was found in the Base Bid Form. Base Bid shall indicate a unit of **3** for bid item "Inlet Throat, Remove & Replace." A revised Base Bid Form is attached to this Addendum and shall be used in the bid submittal.
5. Special Provision #46 shall read, "Excavation bid item does not include any excavation needed for curb and gutter replacement."
6. Location of the Bid Opening has been modified. New location of Bid Opening is as follows:

Bid Opening  
Thursday, June 8, 2017 at 1:30 p.m.  
**Conference Room 301**  
801 E. Walnut  
Columbia, MO, 65201

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123  
  
Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #1 to Request for Bid # 27-08JUN17 Concrete Rehab-2017 Georgetown & Lake of the Woods Subdivision, receipt of which is hereby acknowledged:

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

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

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

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

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

**BASE BID FORM (REVISED 6-1-2017)**  
**CONCRETE REHAB-2017**  
**GEORGETOWN AND LAKE OF THE WOODS SUBDIVISIONS**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	LS	1	\$	\$
TRAFFIC CONTROL/PHASING	LS	1	\$	\$
EROSION CONTROL	LS	1	\$	\$
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	10221	\$	\$
EXCAVATION	CY	2268	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	559	\$	\$
INLET THROAT, REMOVE & REPLACE	EA	3	\$	\$
MIRAFI RS580i GEOTEXTILE	SY	10186	\$	\$
1 1/2" MINUS AGGREGATE BASE, 6" THICK	SY	3860	\$	\$
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	5612	\$	\$
1 1/2" MINUS AGGREGATE BASE, 14" THICK	SY	714	\$	\$
PCC PAVEMENT, 4000 PSI, 6" THICK	SY	42	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	3655	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	20372	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	844	\$	\$
CRACK SEALING	LF	7572	\$	\$
RESTORATION	LS	1	\$	\$
<b>Base Bid Total</b>				<b>\$</b>

Optional Asphalt Cement Price Index (Circle One)

Accept      Do Not Accept





BOONE COUNTY, MISSOURI  
Request for Bid #: 27-08JUN17-Concrete Rehab-2017

ADDENDUM #2 - Issued June 7, 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. The Annual Wage Order (Order 23) as specified in the Specifications shall be removed and replaced by Annual Wage Order 24. Please find Annual Wage Order 24 attached.
2. Due to change in Annual Wage Order, times of the Bid Acceptance and Bid Opening have been modified. New times of Bid Acceptance and Bid Opening are as follows:

Bid Acceptance

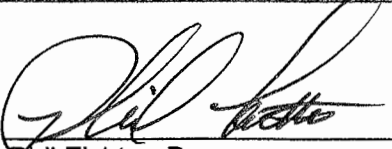
**Tuesday, June 13, 2017 at 8:45 a.m.**

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

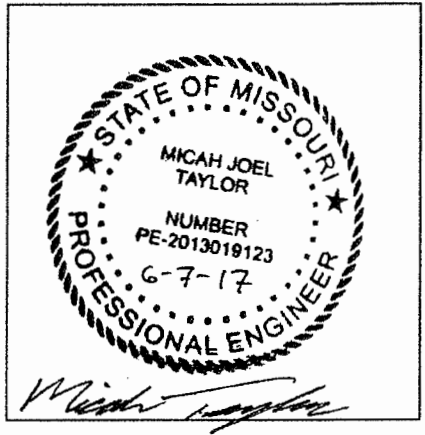
Bid Opening

**Tuesday, June 13, 2017 at 9:30 a.m.**

Conference Room 301  
801 E. Walnut  
Columbia, MO, 65201

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123  
  
Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #2 to Request for Bid # 27-08JUN17 Concrete Rehab-2017 Georgetown & Lake of the Woods Subdivision, receipt of which is hereby acknowledged:

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

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

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

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

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

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

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

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker			\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.16	60	15	\$16.10
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)			\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction\Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$26.87	122	76	\$11.78
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.04	60	15	\$16.10
Marble Mason			\$22.08	124	74	\$12.86
Marble Finisher			\$14.29	124	74	\$9.09
Millwright			\$26.16	60	15	\$16.10
Operating Engineer						
Group I			\$28.86	86	66	\$24.98
Group II			\$28.86	86	66	\$24.98
Group III			\$27.61	86	66	\$24.98
Group III-A			\$28.86	86	66	\$24.98
Group IV			\$26.63	86	66	\$24.98
Group V			\$29.56	86	66	\$24.98
Painter			\$23.24	18	7	\$11.78
Pile Driver			\$26.16	60	15	\$16.10
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.31	124	74	\$14.56
Terrazzo Finisher			\$19.08	124	74	\$14.56
Tile Setter			\$22.08	124	74	\$12.86
Tile Finisher			\$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

Building Construction Rates for  
BOONE County Footnotes

Section 010

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%

**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.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**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.

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

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

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

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.09 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.



**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$27.96	2	4	\$13.17
Skilled Laborer		\$27.96	2	4	\$13.17
Millwright		\$30.83	23	16	\$16.10
Operating Engineer					
Group I		\$27.94	21	5	\$24.87
Group II		\$27.59	21	5	\$24.87
Group III		\$27.39	21	5	\$24.87
Group IV		\$23.74	21	5	\$24.87
Oiler-Driver		\$23.74	21	5	\$24.87
Pile Driver		\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.27	25	21	\$12.45
Group II		\$29.43	25	21	\$12.45
Group III		\$29.42	25	21	\$12.45
Group IV		\$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.

**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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

**BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

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

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

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

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





**CONCRETE REHAB-2017  
GEORGETOWN & LAKE OF THE WOODS SUBDIVISIONS**

Project Number: NA

**Bid Number: 27-08JUN17**

**CONSTRUCTION BID REQUEST**

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

**BOONE COUNTY COMMISSION**

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

**BOONE COUNTY RESOURCE MANAGEMENT**

Stan Shawver, Director

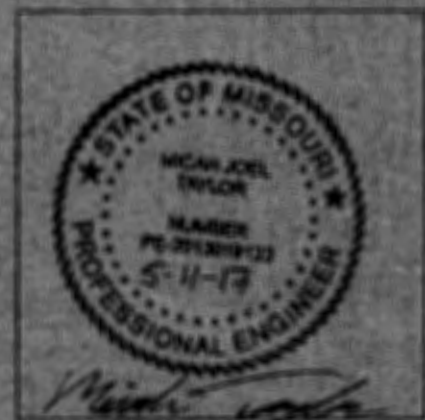
**\*PROJECT MANAGER**

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Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: pfichter@boonecountymo.org

**ENGINEER OF RECORD**



Micah J. Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

Boone County Resource Mgmt  
MO Engineering Corp. # NA  
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**\*TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER**

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# 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>	GC	Clayey gravel <sup>F,G,H</sup>	
	$Cu < 6$ and/or $1 > Cc > 3$ <sup>E</sup>			SW	Well-graded sand <sup>I</sup>		
	<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>		Fines classify as ML or MH	SP	Poorly graded sand <sup>I</sup>		
			Fines classify as CL or CH	SM	Silty 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>	SC	Clayey sand <sup>G,H,I</sup>	
$PI < 4$ or plots below "A" line <sup>J</sup>				CL	Lean clay <sup>K,L,M</sup>		
<b>Organic:</b>			Liquid limit - oven dried	$< 0.75$	ML	Silt <sup>K,L,M</sup>	
			Liquid limit - not dried		OL	Organic clay <sup>K,L,M,N</sup>	
			PI plots on or above "A" line	CH	Fat clay <sup>K,L,M</sup>		
<b>Silts and Clays:</b> Liquid limit 50 or more		<b>Inorganic:</b>	PI plots below "A" line	MH	Elastic Silt <sup>K,L,M</sup>		
			Liquid limit - oven dried	$< 0.75$	OH	Organic clay <sup>K,L,M,P</sup>	
		Liquid limit - not dried	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.

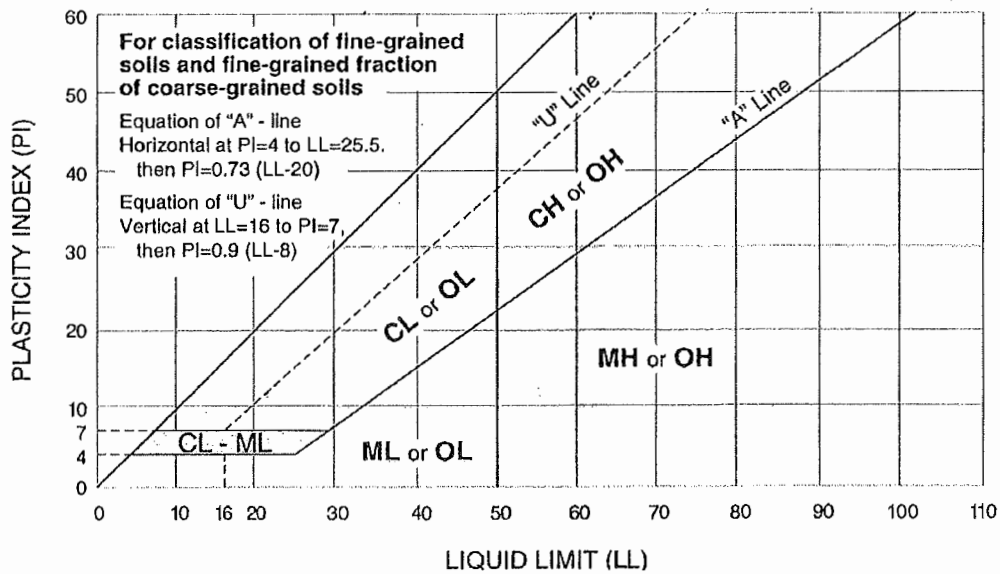
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<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.



# 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.

STRENGTH TERMS	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance			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.	Ring Sampler 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

## 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)

## RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

## PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

# BORING LOG NO. B-9

<b>PROJECT:</b> Georgetown and Lake of the Woods Pavement Rehabilitation	<b>CLIENT:</b> Boone County Resource Management Columbia, Missouri
<b>SITE:</b> Various Locations Columbia, Missouri	

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.952867° Longitude: -92.251885°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
		DEPTH									LL-PL-PI
0.5	<b>4.5" CONCRETE PAVEMENT</b>										
0.7	<b>2.5" BASE ROCK</b>										
	<b>LEAN CLAY (CL)</b> , trace sand and gravel, brown and gray, stiff										
2.8	<b>FAT CLAY (CH)</b> , gray, stiff				12	1	4000 (HP)	2630	22	106	
5.7	<b>Boring Terminated at 5.7 Feet</b>	5			24	2	3000 (HP)	2180	25	100	61-18-43

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

Hammer Type: Automatic SPT Hammer

Advancement Method: Solid-Stem Auger	Notes:	
Abandonment Method: Boring backfilled with soil cuttings upon completion.	See Appendix A for explanation of symbols and abbreviations.	
<b>WATER LEVEL OBSERVATIONS</b> Groundwater not encountered		Boring Started: 1/18/2017 Drill Rig: CME-550 Project No.: 09175001
		Boring Completed: 1/18/2017 Driller: SB Exhibit: A-13

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 06145030 LOG 09175001 BORING LOGS.GPJ TERRACON\_DATATEMPLATE.GDT 2/6/17

# BORING LOG NO. B-8

**PROJECT:** Georgetown and Lake of the Woods  
Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** Various Locations  
Columbia, Missouri

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 06145030 LOG 09175001 BORING LOGS.GPJ TERRACON.DATATEMPLATE.GDT 2/6/17

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.954396° Longitude: -92.251676°	DEPTH	ELEVATION (FL)	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		
													LL-PL-PI		
	4.75" CONCRETE PAVEMENT														
	0.4 3" BASE ROCK														
	0.7 LEAN CLAY (CL), trace sand, tan and gray, stiff														
3.3 LEAN CLAY (CL), trace sand and gravel, brown, very stiff							24	1	4000 (HP)	2680	22	108			
5.7 Boring Terminated at 5.7 Feet				5			24	2	9000 (HP)	5410	16	121			

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

Hammer Type: Automatic SPT Hammer

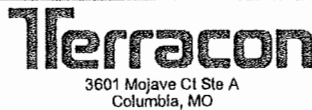
Advancement Method:  
Solid-Stem Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

Notes:  
  
See Appendix A for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

Groundwater not encountered



Boring Started: 1/18/2017

Drill Rig: CME-550

Project No.: 09175001

Boring Completed: 1/18/2017

Driller: SB

Exhibit: A-12

# BORING LOG NO. B-7

**PROJECT:** Georgetown and Lake of the Woods  
Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** Various Locations  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.955357° Longitude: -92.251645°	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	Sample	LABORATORY TORVANE/HP (pcf)	UNCONFINED COMPRESSIVE STRENGTH (pcf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	DEPTH _____ ELEVATION (FL.) _____										LL-PL-PI
0.5	<b>5.5" CONCRETE PAVEMENT</b>										
0.7	<b>2" BASE ROCK</b>										
5.7	<b>LEAN CLAY (CL)</b> , trace sand, tan and gray, stiff	15			1		3000 (HP)	2090	25	104	
5.7	<b>Boring Terminated at 5.7 Feet</b>	24			2		3000 (HP)	2740	26	103	

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

Hammer Type: Automatic SPT Hammer

Advancement Method:  
Solid-Stem Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See Appendix A for explanation of symbols and abbreviations.

Notes:

**WATER LEVEL OBSERVATIONS**

Groundwater not encountered



3601 Mojave Ct Ste A  
Columbia, MO

Boring Started: 1/18/2017

Drill Rtg: CME-550

Project No.: 09175001

Boring Completed: 1/18/2017

Driller: SB

Exhibit: A-11

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 06:45030 LOG 09175001 BORING LOGS.GPJ TERRACON\_DATATEMPLATE.GDT 2/6/17

# BORING LOG NO. B-6

**PROJECT:** Georgetown and Lake of the Woods  
Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** Various Locations  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.953258* Longitude: -92.254893*	DEPTH (FL)	ELEVATION (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
												LL-PL-PI
0.0	<b>4.75" CONCRETE PAVEMENT</b>											
0.5	<b>LEAN CLAY (CL)</b> , trace sand and lignite, tan, stiff											
1.5												
2.5												
3.5												
4.5												
5.0												
5.5	<b>Boring Terminated at 5.5 Feet</b>											

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

Hammer Type: Automatic SPT Hammer

Advancement Method:  
Solid-Stem Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See Appendix A for explanation of symbols and abbreviations.

Notes:

**WATER LEVEL OBSERVATIONS**  
Groundwater not encountered



Boring Started: 1/18/2017

Boring Completed: 1/18/2017

Drill Rig: CME-550

Driller: SB

Project No.: 09175001

Exhibit: A-10

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 06145030 LOG 09175001 BORING LOGS.GPJ TERRACON\_DATATEMPLATE.GDT 2/6/17



# BORING LOG NO. B-5

**PROJECT:** Georgetown and Lake of the Woods  
Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** Various Locations  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.954199° Longitude: -92.254877°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
		ELEVATION (FL)									LL-PL-PI
0.4	<b>4.25" CONCRETE PAVEMENT</b>										
2.5	<b>FILL - LEAN CLAY (CL)</b> , trace sand, tan										
2.5					14	1	4000 (HP)	2450	21	107	44-15-29
5.4	<b>LEAN CLAY (CL)</b> , trace sand, brown and gray, stiff										
5.4		5			9	2	3000 (HP)	25	101		
	<b>Boring Terminated at 5.4 Feet</b>										

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

Hammer Type: Automatic SPT Hammer

Advancement Method:  
Solid-Stem Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See Appendix A for explanation of symbols and abbreviations.

Notes:  
Sample 2: Sample too short to perform Unconfined Compressive Strength Test

**WATER LEVEL OBSERVATIONS**  
*Groundwater not encountered*



Boring Started: 1/18/2017

Boring Completed: 1/18/2017

Drill Rig: CME-550

Driller: SB

Project No.: 09175001

Exhibit: A-9

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 06145030 LOG 09175001 BORING LOGS.GPJ TERRACON\_DATATEMPLATE.GDT 2/6/17

# BORING LOG NO. B-4

**PROJECT:** Georgetown and Lake of the Woods  
Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** Various Locations  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.938294° Longitude: -92.407989°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
		ELEVATION (FL)									LL-PL-PI
0.5 0.6	<b>6" CONCRETE PAVEMENT</b>										
0.6	<b>1.5" BASE ROCK</b>										
	<b>LEAN CLAY (CL)</b> , trace sand and organics, tan and gray, medium stiff to stiff										
5.6		5			18	1	1500 (HP)	1840	25	104	
					24	2	3000 (HP)	3210	23	107	
	<i>Boring Terminated at 5.6 Feet</i>										

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

Hammer Type: Automatic SPT Hammer

Advancement Method:  
Solid-Stem Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See Appendix A for explanation of symbols and abbreviations.

Notes:

**WATER LEVEL OBSERVATIONS**

*Groundwater not encountered*



3601 Mojave Ct Ste A  
Columbia, MO

Boring Started: 1/18/2017

Drill Rig: CME-550

Project No.: 09175001

Boring Completed: 1/18/2017

Driller: SB

Exhibit: A-8

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 06145030 LOG 09175001 BORING LOGS.GPJ TERRACON\_DATATEMPLATE.GDT 2/6/17

# BORING LOG NO. B-3

**PROJECT:** Georgetown and Lake of the Woods  
Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** Various Locations  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.939606° Longitude: -92.40826°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	Sample	LABORATORY TORVAINE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	<b>5" CONCRETE PAVEMENT</b>										
0.5											
0.7	<b>2" BASE ROCK</b>										
	<b>FILL - FAT CLAY (CH)</b> , trace sand, gravel and organics, gray and black										
3.0											
	<b>FILL - SILTY CLAY (CL-ML)</b> , trace sand and gravel, gray				12	1	6000 (HP)	2940	26	102	50-17-33
5.7		5			24	2	5500 (HP)	1990	25	101	
	<b>Boring Terminated at 5.7 Feet</b>										

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

Hammer Type: Automatic SPT Hammer

Advancement Method:  
Solid-Stem Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

Notes:  
  
See Appendix A for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**  
Groundwater not encountered



Boring Started: 1/18/2017

Drill Rig: CME-550

Project No.: 09175001

Boring Completed: 1/18/2017

Driller: SB

Exhibit: A-7

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 06145030 LOG 09175001 BORING LOGS.GPJ TERRACON\_DATATEMPLATE.GDT 2/6/17

# BORING LOG NO. B-2

**PROJECT:** Georgetown and Lake of the Woods  
Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** Various Locations  
Columbia, Missouri

06145030 LOG 09175001 BORING LOGS.GPJ TERRACON\_DATATEMPLATE.GDT 2/6/17

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.939457° Longitude: -92.409457°	DEPTH (FL)	ELEVATION (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
												LL	PL-PI
0.0	<b>6.5" CONCRETE PAVEMENT</b>												
0.5	<b>2" BASE ROCK</b>												
0.7	<b>SILTY CLAY (CL-ML), trace sand and organics, gray, stiff</b>												
1.5						15	1	3500 (HP)	3590	26	105		
2.5						24	2	5000 (HP)	3430	27	99		
5.7	<b>Boring Terminated at 5.7 Feet</b>												

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

Hammer Type: Automatic SPT Hammer

Advancement Method:  
Solid-Stem Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

Notes:  
  
See Appendix A for explanation of symbols and abbreviations.

<b>WATER LEVEL OBSERVATIONS</b>
<i>Groundwater not encountered</i>



Boring Started: 1/18/2017	Boring Completed: 1/18/2017
Drill Rig: CME-550	Driller: SB
Project No.: 09175001	Exhibit: A-6

# BORING LOG NO. B-1

**PROJECT:** Georgetown and Lake of the Woods  
Pavement Rehabilitation

**CLIENT:** Boone County Resource Management  
Columbia, Missouri

**SITE:** Various Locations  
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.940305° Longitude: -92.409436°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	DEPTH <span style="float: right;">ELEVATION (Ft.)</span>										
0.5	<b>6" CONCRETE PAVEMENT</b>										
0.6	<b>1" BASE ROCK</b> <b>LEAN CLAY (CL),</b> trace sand, tan and gray, stiff										
5.6	<b>Boring Terminated at 5.6 Feet</b>	5			12	1	5000 (HP)	3290	28	97	
					24	2	4000 (HP)	4000	27	97	

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

Hammer Type: Automatic SPT Hammer

Advancement Method:  
Solid-Stem Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See Appendix A for explanation of symbols and abbreviations.

Notes:

**WATER LEVEL OBSERVATIONS**

Groundwater not encountered



3601 Mojave Ct Ste A  
Columbia, MO

Boring Started: 1/18/2017

Drill Rig: CME-550

Project No.: 09175001

Boring Completed: 1/18/2017

Driller: SB

Exhibit: A-5

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. 06145030 LOG 09175001 BORING LOGS.GPJ TERRACON\_DATATEMPLATE.GDT 2/6/17



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

AERIAL PHOTOGRAPHY PROVIDED BY GOOGLE EARTH

Project Manager:	CFB
Drawn by:	CFB
Checked by:	AGM
Approved by:	AGM
Project No.	09175001
Scale:	NTS
File Name:	09175001.A
Date:	2/6/2017


**Terracon**  
 3601 Mojave Ct Ste A  
 Columbia, MO 65202-4043

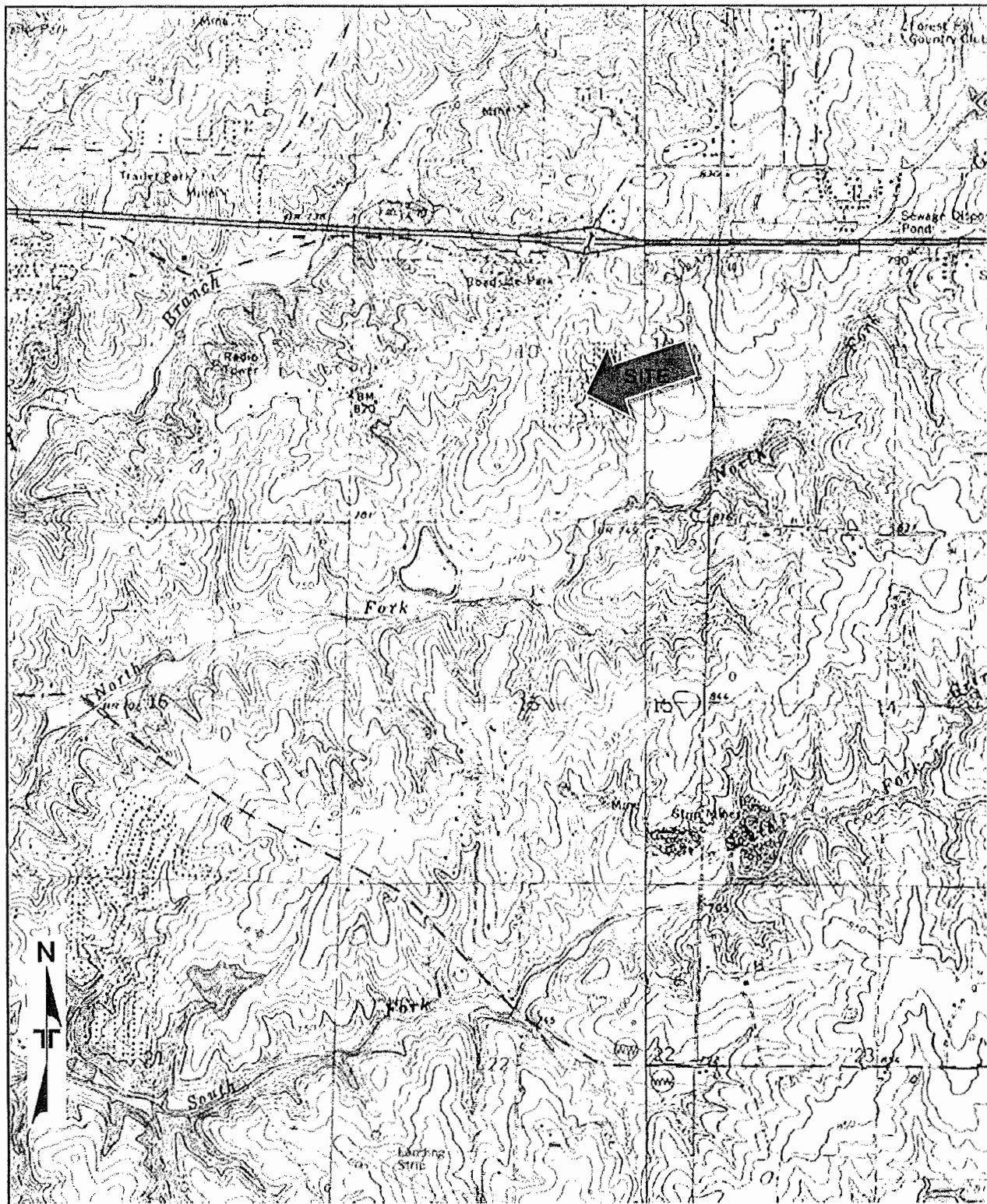
EXPLORATION DIAGRAM, LAKE OF THE WOODS  
 Georgetown and Lake of the Woods Concrete  
 Rehabilitation  
 Various Roads in Columbia  
 Columbia, MO

Exhibit  
**A-4**



AERIAL PHOTOGRAPHY PROVIDED  
BY GOOGLE EARTH

Project Manager: CFB	Project No. 09175001	 <p>3601 Mojave Ct Ste A Columbia, MO 65202-4043</p>	EXPLORATION DIAGRAM, GEORGETOWN	Exhibit
Drawn by: CFB	Scale: NTS		Georgetown and Lake of the Woods Concrete Rehabilitation Various Roads In Columbia Columbia, MO	<b>A-3</b>
Checked by: AGM	File Name: 09175001.A			
Approved by: AGM	Date: 2/6/2017			



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY  
 QUADRANGLES INCLUDE: HUNTSDALE, MO (1/1/1985).

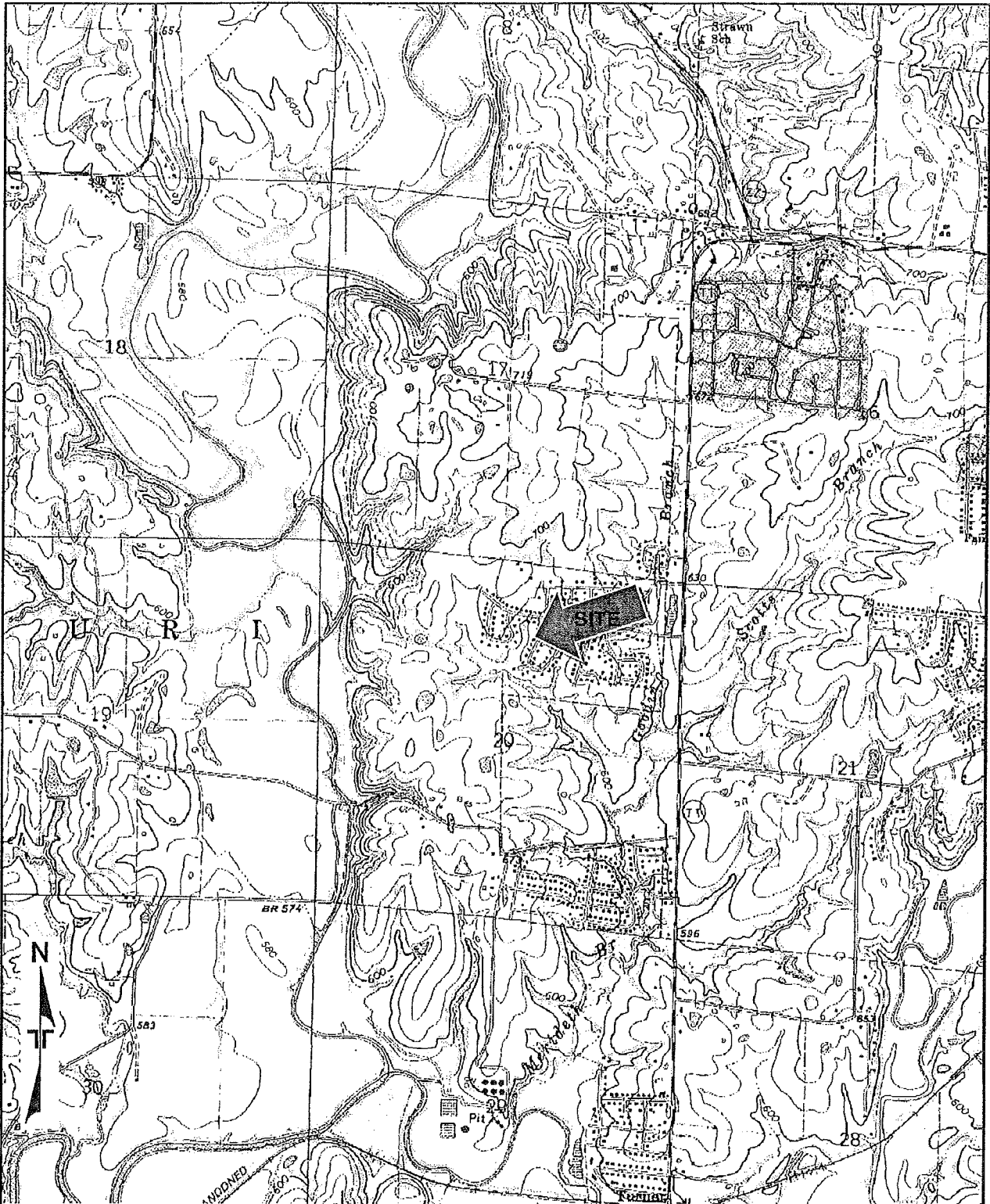
Project Manager:	CFB	Project No.	09175001
Drawn by:	CFB	Scale:	AS SHOWN
Checked by:	AGM	File Name:	09175001.A
Approved by:	AGM	Date:	2/6/2017

**Terracon**  
 3601 Mojave Ct Ste A  
 Columbia, MO 65202-4043


**SITE LOCATION MAP, LAKE OF THE WOODS**  
 Georgetown and Lake of the Woods Concrete  
 Rehabilitation  
 Various Roads in Columbia  
 Columbia, MO

Exhibit  
**A-2**





TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY  
 QUADRANGLES INCLUDE: HUNTSDALE, MO (11/1/1985).

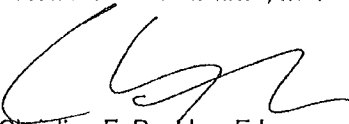
Project Manager: CFB	Project No. 09175001	 3601 Mojave Ct Ste A Columbia, MO 65202-4043	SITE LOCATION MAP, GEORGETOWN	Exhibit
Drawn by: CFB	Scale: 1"=2,000'		Georgetown and Lake of the Woods Concrete	A-1
Checked by: AGM	File Name: 09175001.A		Rehabilitation	
Approved by: AGM	Date: 2/6/2017		Various Roads in Columbia	
			Columbia, MO	


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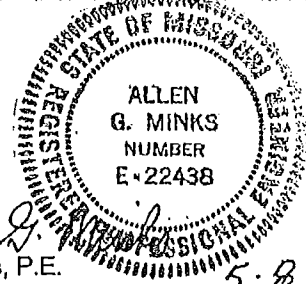
## 6.0 CLOSING

We appreciate the opportunity to be of service. If you have any questions regarding the attached report, or if we may be of further service, please contact us.

Sincerely,  
Terracon Consultants, Inc.

  
Christian F. Buckley, E.I.  
Field Engineer

  
Allen G. Minks, P.E.  
Senior Geotechnical Engineer



Attachments:	Exhibit A-1 and A-2	Site Location Maps
	Exhibit A-3 and A-4	Exploration Diagrams
	Exhibit A-5 to A-13	Boring Logs B1 to B-9
	Exhibit A-14	General Notes
	Exhibit A-15	Unified Soil Classification System

Neighborhood	Street Name	Boring ID	Recommended Design CBR (%)
Georgetown	Georgetown Loop	B-1, B-2, B-3	3.0
	Lexington Court	B-4	1.25
Lake of the Woods	Sequoia Street	B-5, B-6	1.5
	Shiloh Avenue	B-7	1.5
	Shiloh Avenue	B-8, B-9	2.0

The CBR can be increased to 3 for all borings if at least 12 inches of the existing subgrade is removed and the exposed subgrade is compacted to at least 95 percent of its standard Proctor (ASTM D 698) maximum dry density and then at least 12 inches of similarly compacted granular base (MoDOT Type 5) is placed on the compacted soil subgrade directly beneath the pavement. Care will need to be taken to provide drainage of the granular base so that it does not create a “bathtub effect” wherein it traps water and becomes saturated.

## 5.0 GENERAL COMMENTS

Terracon is available to review the final design plans and specifications. Terracon is also available to provide observation and testing services during repair of the concrete pavements and associated earth-related construction phases of the project.

The CBR values presented in this report are based upon empirical correlations from data obtained at widely-spaced borings. This report does not reflect variations that may occur 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 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 findings contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the findings of this report in writing.

Boring ID	Depth Below Subgrade (feet)	Unconfined Compressive Strength (psf)	Approximate N-Value Equivalent	CBR (%)
B-1	1-3	3290	13	3.5
	3-5	4000	16	5.4
B-2	1-3	3590	14	4.0
	3-5	3430	14	4.0
B-3	1-3	2940	12	2.7
	3-5	1990	8	1.1
B-4	1-3	1840	7	0.9
	3-5	3210	13	3.3
B-5	1-3	2450	10	1.8
	3-5	Small Sample	12	2.8
B-6	1-3	2140	9	1.3
	3-5	3480	14	3.9
B-7	1-3	2090	8	1.2
	3-5	2740	11	2.3
B-8	1-3	2680	11	2.5
	3-5	5410	22	10.7
B-9	1-3	2630	11	2.1
	3-5	2180	9	1.4

The relationship was developed empirically, involving several steps. UCS, in terms of pounds per square foot (psf), was correlated to Standard Penetration Test (SPT) N-Values in blows per foot via *Equation 1*.

$$\text{Equation 1:} \quad UCS = \frac{N}{8} * 2000, \quad N \sim \frac{UCS}{250}$$

The resulting N-value was then converted to mm/blow and used to estimate DCP Penetration Index (DPI) via *Equation 2*. CBR was estimated from DPI values using *Equation 3*.

$$\text{Equation 2:} \quad \log_{10}(DPI) = -1.05 + 2.03 \cdot \log_{10}(SPT \text{ in mm/blow})$$

$$\text{Equation 3:} \quad CBR = \frac{292}{DPI^{1.12}}$$

The estimated CBR values vary across the sites. Based upon the subgrade soils encountered in the borings, a CBR of 3 would seem appropriate; however, there is variability in the strength of the subgrade soils as indicated by the range of the unconfined compressive strength test results. Recommended CBR values to be used for design of replacement pavements if they are to be constructed on the existing subgrade soils are summarized in the table on the next page.

The borings were drilled with a CME-550X, ATV-mounted, rotary drill rig using continuous-flight, hollow-stem augers to advance the boreholes to a depth of 5 feet. Samples of the soils were obtained using thin-walled tube sampling procedures.

The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further observation, testing, and classification. Information provided on the boring logs attached to this report include soil descriptions, consistency evaluations, boring depths, and sampling intervals. Prior to the drill crew leaving the site, the boreholes were backfilled with soil cuttings.

Field logs of the borings were 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. The 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.

### **3.0 LABORATORY TESTING**

Soil samples were tested in the laboratory to measure their natural water content. Thin-walled tube samples were tested for dry density and unconfined compressive strength. A hand penetrometer was used to estimate the unconfined compressive strength of some 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 as Exhibits A-5 to A-13.

As part of the testing program, samples were examined in our laboratory and classified in accordance with the General Notes and the Unified Soil Classification System (USCS) based on the material's texture and plasticity. The USCS group symbol is shown on the boring logs, and a brief description of the USCS is included with this report.

Procedural standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

### **4.0 ESTIMATED CALIFORNIA BEARING RATIO VALUES**

Terracon used the data collected from the unconfined compressive strength tests to estimate California Bearing Ratio (CBR) values for the subgrade. The samples used to estimate the CBR were from approximate depths of 1 to 3 feet and 3 to 5 feet below the pavement subgrade. The table below shows the correlation between Unconfined Compressive Strength (UCS) and CBR.



May 8, 2017

Boone County Resource Management  
801 East Walnut, Room 315  
Columbia, Missouri 65201

Attn: Mr. Micah Taylor, P.E.  
P: (573) 886-4480  
E: [mtaylor@boonecountymo.org](mailto:mtaylor@boonecountymo.org)

Re: Report of Subsurface Exploration Services  
Georgetown and Lake of the Woods Concrete Rehabilitation  
Columbia, Missouri  
Terracon Project No. 09175001 – Revision 1

Dear Mr. Taylor:

Terracon Consultants, Inc. (Terracon) completed a subsurface exploration for the above-referenced project. This study was performed in general accordance with Terracon Consultants, Inc. (Terracon) proposal P09175001, dated and authorized on January 6, 2017. This letter presents the findings of the subsurface exploration performed beneath several sections of rigid pavement in Columbia. It has been revised from our original letter, dated February 6, 2017, to incorporate comments from our meeting at your office on April 26, 2017.

## 1.0 PROJECT INFORMATION

Terracon provided drilling services for a pavement rehabilitation project in Columbia, Missouri, at the approximate locations shown on Exhibits A-1 and A-2, Site Location Maps. The pavement sections undergoing rehabilitation are in subdivision neighborhoods and experience regular light traffic.

## 2.0 SUBSURFACE EXPLORATION

The boring locations were selected by the Boone County Resource Management (BCRM) and are shown on the attached Exhibits A-3 and A-4, Exploration Diagrams. The borings were located in the field by the drill crew referencing existing site features. Approximate latitude and longitude values for the boring locations are provided on the boring logs (Exhibits A-5 to A-13). The locations of the borings should be considered accurate only to the degree implied by the means and methods used to locate them.

Terracon Consultants, Inc. 3601 Mojave Court, Suite A Columbia, Missouri 66520  
P (573) 214-2677 F (573) 214-2714 [terracon.com](http://terracon.com)

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## **APPENDIX D**

### **Results from Soil Borings**

Terracon conducted exploratory soil borings of the project areas and conducted laboratory tests of the soil samples. Findings from those borings and tests are included in this Appendix.

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## **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.

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 B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

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**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.

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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



**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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**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.

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.

**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.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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



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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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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.



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

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

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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.

$B_1 = 1,000$      $C = 4.5\%$      $D_1 = 500.00$      $E_1 = 450.00$   
 $A_1 = (1,000 \times 0.045) \times (500.00 - 450.00) = 2,250$   
 $B_2 = 2,000$      $C = 4.5\%$      $D_2 = 480.00$      $E_2 = 450.00$   
 $A_2 = (2,000 \times 0.045) \times (480.00 - 450.00) = 2,700$   
Adjustment =  $A_1 + A_2 = 2,250 + 2,700 = \$4,950$  Increase



111. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project.

### Asphalt Cement Price Index

If the bidder so chooses, asphaltic pavement and base mixes are eligible for the following price adjustment. This adjustment will apply only to the percentage of virgin asphalt cement actually placed on the job, excluding RAP or RAS, and will be calculated using the following formula:  
 $A = (B \times C) \times (D - E)$

Where:

- A = Adjustment
- B = Tons of mix placed
- C = % of virgin asphalt binder as listed in the job mix formula
- D = monthly price for the month prior to mix placement
- E = monthly price for the month prior to bid submission

The monthly asphalt prices will be those shown in the Dollar/Ton column of the "Asphalt Price Index" table posted at MoDot.org – Bidding-Road & Bridge Construction Bidding Opportunities – Online Plan Rooms – Asphalt Price Index - on MoDOT's website, also currently located at: [http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general\\_info&key=658](http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=658)  
 All prices will be for the entire month regardless of when posted. Separate adjustments will be calculated for each month in which the bidder places eligible material.

#### Calculation Examples

This table is fictional, but it resembles the table found at the above MoDOT website.

Asphalt Price Index	
2015	PG 64-22 Dollar/Ton
January	\$450.00
February	\$510.00
March	\$520.00
April	\$530.00
May	\$520.00
June	\$500.00
July	\$480.00
August	\$475.00
September	\$450.00
October	\$425.00
November	\$420.00
December	\$400.00

#### Example #1

The contract was bid in March 2015. 1,000 tons of BP-2 was placed during October 2015. Job mix called for 5.0% virgin AC. No RAP was used.

B = 1,000    C = 5.0%    D = 450.00    E = 510.00

$A = (1,000 \times 0.050) \times (450.00 - 510.00) = -3,000$

Adjustment = \$3,000 Deduct

#### Example #2

The contract was bid in February 2015. 1,000 tons of BP-2 was placed during July 2015. 2,000 tons of BP-2 was placed during August 2015. Job mix called for a mix with 4.5% virgin AC and 1.0% AC from RAP.

92. The Bidder has the option to be bound by the Asphalt Cement Price Index for this project. If the bidder wishes to do so, he shall execute the acceptance statement on the Base Bid Form. Failure to execute the acceptance statement will be interpreted to mean the bidder wishes to not participate. Acceptance or denial will be applied to Alternates #1 & 2 as well. Greater detail of the Asphalt Index may be found at the end of these Special Provisions.
93. The Job Mix Formulas (JMF) submitted for the asphalt used in this job must be reflective of actual material being used and must be no more than 3 years old at time of submittal, and must meet requirements of Missouri Standard Specifications for Highway Construction, 2011.
94. Recycled Asphalt Pavement (R.A.P.) may be used in the asphalt mixes, but shall not exceed 20% of the total mix. Recycled Asphalt Shingles (R.A.S.) will not be allowed in any of the mixes.
95. Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
96. The asphalt base course shall be installed in lifts. Single lifts shall not exceed a thickness of 4 inches.
97. If Contractor paves a section of the project and leaves a transverse cold joint, the joint shall be cut with a vertical face and shall receive tack coat prior to paving operations continuing.
98. The asphalt surface course shall be installed in a single operation after application of tack coat.
99. Finished grade of the surface course shall match existing concrete pavement in terms of elevation and grade unless specified differently in the Plans. It shall be the Contractor's responsibility to ensure finished grade has positive drainage to an inlet.

### **Crack Sealing**

100. Bid item shall include all labor, material, and equipment needed to clean and fill all joints and cracks per Plans and these Special Provisions with a hot poured, rubberized type crack sealer, such as Crafcro Polyflex Type 2 or approved equal.
101. Crack sealer shall be installed per manufacturer's recommendations, especially for acceptable outside air temperature specifications. If crack sealing is the only item left for the project and outside temperatures are still too hot, the County will suspend counting working days until acceptable weather is reached. Once reached, working days will continue to be counted.
102. All crack and joints to be filled are as follows: joints between gutterlip and new asphalt pavement, joints between new asphalt pavement and existing or new concrete pavement, joints in new concrete pavement panels, joints between existing curb and gutter and new curb and gutter repairs, control joints in new curb and gutter repairs, and minor cracks in existing curb and gutter which were not part of any repairs.
103. Traffic will be allowed on unsealed joints; however, all joints shall be free of debris, clean, and dry prior to sealing. Contractor may use compressed air or other means to clean joints.
104. Minor cracks in the existing curb and gutter which are not part of a new curb and gutter repair shall be 2.5' long regardless of actual field measurement.
105. Contractor shall fill joints to finished surface elevation. Refrain from overfilling and creating a barrier for debris to collect.
106. Crack Sealing will be measured to the nearest foot and shall be paid at the contract Linear Foot bid price.

### **Restoration**

107. Bid item shall include all labor, material, and equipment needed to satisfy Section 1590 of the Technical Specifications for Restoration.
108. Restoration shall include 4" of topsoil and Type I straw mulch.
109. All disturbed areas shall have 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
110. Restoration bid item will not be measured and shall be paid at the contract Lump Sum bid price.

75. Trucks hauling aggregate base shall stop at the edge of existing pavement and dump the load onto the geotextile. Low ground pressure equipment shall spread the aggregate base to the design thickness or lift thickness not to exceed 7"-8" loose. A smooth drum roller in static mode shall compact the aggregate base. Once aggregate base reaches design thickness, has been compacted in static mode, and has not received significant moisture then the smooth drum roller shall make 1-2 passes in vibratory mode on the finished surface.
76. Loaded dump trucks shall not be allowed on aggregate base unless full design depth is in place. Those trucks equipped with drop axles shall lower said axles before proceeding onto aggregate base.
77. Minor ruts may still develop from fully loaded tandem axle dump trucks on the finished surface of the aggregate base layer. These ruts shall not be graded out, but shall be filled and compacted with additional 1 ½" minus aggregate. Filling of these ruts, as well as ruts during subgrade work, shall be considered incidental. If major rutting occurs it shall be brought to the attention of the Inspector or Engineer immediately.
78. If Aggregate Base layer is to be opened to traffic prior to the placement of asphalt, the Contractor shall be responsible for maintaining a quality finished surface. This work will be considered incidental and may include, but is not limited to, additional base and additional rolling and compacting.
79. No final measurement will be made for 1 ½" Minus Aggregate Base. Plan quantities will be used unless errors are found or authorized changes are made to original quantities.

### **Concrete Pavement, PCC, 6" Thick**

80. Bid item shall include all labor, material, and equipment needed to install a 6" thick Portland Cement Concrete (PCC) pavement section as described in the Plans and these Special Provisions. Installation of PCC pavement shall be in accordance with Section 230 and 231 of the Boone County Roadway Regulations, Chapter II.
81. PCC pavement shall comply with all items found in "Portland Cement Concrete" Special Provision.
82. Tie bars (#4) shall be drilled and epoxied into the surrounding, existing concrete pavement as per Plans. Tie bars shall be incidental to Concrete Pavement bid item.
83. Included in the concrete pavement bid item shall be the cutting or forming of all pavement control joints as per Plans.
84. Saw cutting of control joints shall follow Section 231.6.7 and Details 200.01A of the Boone County Roadway Regulations.

### **Trackless Tack Coat**

85. Bid item shall include all labor, material, and equipment needed to place trackless tack coat.
86. Trackless tack coat shall be NTQS-1HH or approved equal.
87. Tack coat shall be applied per manufacturer's recommendations, with the application rate also being per manufacturer's recommendations.
88. Tack coat shall be applied to the finished asphalt base layer prior to the installation of the asphalt surface layer. Tack coat between the lifts of the asphalt base will not be required if the surface of the lifts remains clean and retains a surface temperature greater than 140° F prior to placement of next lift. Tack coat will be requested by the County if these two requirements are not met.
89. All cold joints shall be tacked.
90. Tack coat shall be measured in the field, with final payment being made at the contract Square Yard bid price. The Tack Coat quantities shown in the bid forms assumes tack will be used between base lifts as well as between base and surface lift. Quantities not installed during construction shall be change ordered out of the contract.

### **Asphalt Pavement**

91. All asphalt pavement shall be in conformance with Section 401 of the Missouri Standard Specifications for Highway Construction, 2011.

60. The gutter face shall be cleaned of all dust and debris from saw cutting and construction. After surface is clean and dry, a layer of tack coat shall be applied to the gutter face. Tack coat can be NTQS-1HH (Trackless), SS-1, SS1-h, SCC-1, CSS-1h, or approved equal. Approximately 854 square yards of tack coat for the Base Bid, 94 square yards for Alternate #1, and 75 square yards for Alternate #2 will be needed to cover the gutter face of the rollback curb and gutter. All costs associated with installing this tack coat shall be included in the Rollback Curb & Gutter bid item.
61. Expansion material shall be installed at back of curb for curb and gutter repairs in front of driveways and for which the curb and gutter repair is greater than or equal to one-half the total width of the driveway. If curb and gutter repair spans the entire width of the driveway, Contractor shall full depth saw cut the driveway ½" beyond back of curb for expansion material. If curb and gutter repair does not span entire width but is greater than half the width of the driveway, Contractor may shorten width of curb and gutter by a ½" for expansion material. Saw cutting will not be required for these areas but can be done at the Contractor's discretion to ease construction. Expansion material shall be rubberized and shall be ½" thick. No felt board will be allowed. All costs shall be included in Curb and Gutter bid item.
62. Control joints shall be formed or cut evenly in repair sections which exceed 10' in length. Joints shall have a maximum spacing of 10'.
63. Curb and Gutter, Rollback repairs will be measured, with final payment being made at the contract Square Yard bid price.

### **Inlet Throat, Remove & Replace**

64. Inlet Throat bid item shall include all labor, material, and equipment necessary to saw cut and remove existing stormwater inlet throats and construct new inlet throats per the Plans. This shall include all excavation and compaction of subgrade, installation and compaction of rolled stone base, and all rebar and expansion material.
65. Inlet Throat will be measured with final payment being made at the contract per Each bid price.

### **Mirafi RS580i Geotextile**

66. Bid item shall include all labor, material, and equipment necessary to install Mirafi RS580i geotextile or approved equal. Geotextile shall be installed as per Plans and manufacturer's specifications, which may include, but are not limited to, items in these Special Provisions.
67. Geotextile shall be inspected upon delivery for any damage or defects. If damage is detected, it shall be repaired as per manufacturer's recommendations.
68. Geotextile shall be rolled out so long axis is parallel to traffic and shall be pulled taut to remove any folds or wrinkles that may have developed. Securing the edges of the geotextile with temporary piles of aggregate or U-shaped landscaping staples may be required to prevent folds or wrinkles from forming again.
69. A minimum of 36" of overlap shall occur at all longitudinal and transverse (end-to-end) seams. Transverse seams shall be "shingled" to prevent the fabric from peeling back during aggregate base installation.
70. Curves shall be accommodated by cutting and overlapping the geotextile.
71. Cut geotextile around manholes, valve boxes, or other utility protrusions.
72. No traffic, construction or otherwise, shall be allowed on the bare geotextile. Low ground pressure tracked vehicles and smooth drum static rollers shall be the only equipment allowed after a minimum of 6" of aggregate base is placed on the geotextile. These vehicles shall operate at low speeds and keep sudden stops and turning motions to a minimum.
73. Geotextile will be measured to the nearest square yard of finished covered area and shall be paid at the contract Square Yard bid price. This quantity, as reflected in the Bid Tab, does not include material needed for overlaps. Overlap material shall be accounted for in the bid unit price.

### **1 ½" Minus Aggregate Base, All Thicknesses**

74. Bid item shall include all equipment, labor, and material needed to install 1 ½" Minus Aggregate Base to the design thicknesses as per Plans and these Special Provisions.

subgrade. Contractor shall install geotextile and 1 ½" minus aggregate base per Plans and these Special Provisions.

Sequoia St., Shiloh Ave., Shenandoah Dr., Rocky Mountain Ave. – It is expected that moderately soft subgrade will be encountered under these streets. Upon removal of existing pavement, Contractor shall excavate subgrade to design depth. Compaction of subgrade shall commence using a sheep's foot roller. Roller shall be of sufficient size given Phasing and Project goals. If after several passes it becomes apparent subgrade is starting to fail under compaction efforts, operations shall be stopped immediately and the Engineer notified. Upon inspection, the Engineer may decide ruts and uneven areas are to be filled with 1 ½" minus aggregate base and smoothed with low pressure equipment, such as a skid steer prior to installation of geotextile and aggregate base as per Plans. If the Engineer decides further stabilization is needed, stabilization efforts will commence per previous Georgetown Loop description. If subgrade withstands 6-8 passes from the sheep's foot roller, the subgrade shall receive several passes from a smooth drum roller in static mode. Finished subgrade surface shall be as smooth as possible, with uneven areas and areas of rutting being filled with 1 ½" minus aggregate base prior to placement of geotextile and design thickness of aggregate base. No heavy trucks or equipment shall be allowed on exposed finished subgrade.

46. Excavation bid item does not include any excavation needed for curb and gutter replacement, driveway replacement, or extra excavation for subgrade stabilization.
47. No final measurement of excavation will be made. Plan quantity will be used for final payment unless error is found in original quantity or an authorized change is made to the Plans.

### **Portland Cement Concrete**

48. All the following notes shall pertain to all Portland cement concrete used on the project to construct street pavement, curb and gutter, and inlet throat repair.
49. All concrete shall be Class A as described in Section 230.4 of the Boone County Roadway Regulations, Chapter II.
50. All concrete mixes shall have a 28-day compressive strength of 4,000 pounds per square inch (psi).
51. The coarse aggregate for all concrete mixes shall meet the requirements of the Missouri Standard Specifications for Highway Construction (2011), Section 1005 (STATE ROCK).
52. Fly ash will not be allowed in any concrete mixes for this project.
53. High/early mixes will not be allowed in this project.
54. A curing compound submitted to and approved by the County shall be applied to all new concrete surfaces in accordance with manufacturer's recommendations.
55. Load tickets - Contractor must provide the County with load tickets for concrete mix used as part of this contract before payment will be made. Ticket must indicate that STATE ROCK was used.

### **Curb & Gutter, Rollback, Remove & Replace**

56. Curb & Gutter, Rollback bid item shall include all labor, material, and equipment needed to remove existing rollback curb and gutter, excavate and compact subgrade, install and compact a 4" thick layer of Type I rolled stone base, construct new curb and gutter, and backfill as specified in the Plans.
57. New rollback curb and gutter dimensions shall match those of the existing curb and gutter. Dimensions found in the Plans are approximate for estimating purposes and may be different than existing.
58. Locations and lengths of curb and gutter replacement as indicated on the Plans are approximate. Final extents of repairs shall be determined in the field by a Boone County representative prior to construction.
59. Each end of the repair sections shall have #4 bars drilled and epoxied into the existing curb and gutter as indicated on the Plans. Rebar work shall be incidental to curb and gutter bid item.

prohibit the reinstallation of mailboxes/signs, new mailboxes/signs shall be installed using new and similar materials. It is the Contractor's responsibility to inspect the site and to include any additional costs in the bid item.

38. Removal, Curbside Obstructions will not be measured and shall be paid for at the contract Lump Sum bid price.

### **Removal, Existing Concrete Pavement**

39. Contractor shall remove all existing concrete pavement as indicated on the Plans. All costs associated with breaking apart, loading, and hauling offsite the existing pavement shall be included.
40. Bid item shall include all required full depth saw cutting of existing concrete pavement.
41. Bid item shall not include the removal of any curb and gutter and inlet throats as those are included in different items.
42. Removal, Existing Concrete Pavement will be measured, with payment being made at the contract Square Yard bid price.

### **Excavation**

43. Bid item shall include all material, equipment, and labor necessary to excavate existing subgrade soils to required depth and haul away the material. Work shall also include the preparation and compaction of the subgrade as specified in these Special Provisions.
44. Exploratory soil borings were done in the project areas. Results of these borings can be found in Appendix D.
45. The results from soil report show the possibility of soft subgrade. The report also shows that each street section requires different subgrade construction strategies and those strategies are as follows:

Georgetown Loop – It is expected that Georgetown Loop will have fairly competent subgrade once the subgrade is exposed and has a chance to reach optimum moisture content. Upon removal of existing pavement, Contractor shall excavate subgrade to design depth. Compaction of subgrade shall commence using a sheep's foot roller. Roller shall be of sufficient size given Phasing and Project goals. After sheep's foot compaction is complete, subgrade shall receive several passes from a smooth drum roller in static mode. The finished surface of the subgrade shall be as smooth as possible. Uneven areas or areas of rutting shall be filled with 1 ½" minus aggregate and compacted. If localized areas of subgrade are discovered that appear to be a great deal worse than the surrounding subgrade, they shall be brought to the attention of the Engineer. The Engineer shall decide if further stabilization is needed. Further stabilization would include the following. The Engineer and the Contractor shall agree on horizontal extents of soft spot area and shall agree whether an additional 6", 10", or 14" deep excavation shall take place given subgrade condition. Upon excavation, install RS580i geotextile covering bottom and sides of excavation (sides transverse to road only). Contractor shall then install 1 ½" aggregate base in compacted lifts not to exceed 8" per lift. Compaction shall be done with impact tamper (jumping jack) or smooth drum roller in static mode if area is large enough. Vibratory plate compactors shall not be used. Additional excavation will be measured to the nearest cubic yard and paid at the Excavation bid unit price. Additional geotextile will be measured to nearest square yard and paid for per bid unit price. Finished repair area will be measured to the nearest square yard and this quantity will be paid per 6", 10", or 14" 1 ½" Minus Aggregate Base bid unit price. Contractor may substitute a larger minus aggregate in repair areas at his discretion, however no clean rock shall be used and repair area will be paid at 1 ½" Minus bid price.

Lexington Ct. – Soil report indicates a good chance of soft subgrade being encountered during construction. Contractor shall excavate subgrade to design depth and create as smooth a surface as possible. Work shall be done limiting construction traffic on exposed subgrade as much as possible. No heavy trucks or equipment shall be placed on exposed

29. Included in Erosion Control shall be the sweeping or cleaning up of all mud/dirt tracked onto adjacent streets as a result of construction. Clean up efforts shall take place daily or as needed under the direction of a County representative.
30. The washing out of concrete trucks shall take place at the concrete plant or at a wash out pit location on site. No wash water shall enter a stormwater inlet or drainage channel.
31. Contractor shall be responsible for the prevention and removal of any standing water at the project sites. Methods of preventing or removing standing water may be discussed for approval at the Pre-Construction meeting. All costs associated with removal of standing water shall be included in the Erosion Control bid item. Any damage done because of standing water shall be the Contractor's responsibility to fix.

### **Materials Testing**

32. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be included in the contract Lump Sum price for Materials Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the County of all tests conducted.
33. All Portland cement concrete shall be tested for slump, air entrainment, temperature, and compressive strength. Slump, Air, and temperature shall be tested on the first 3 loads of concrete per day. Sampling procedures shall follow AASHTO T141. Slump test shall be in accordance with AASHTO T119, and Air Entrainment shall be tested in accordance with AASHTO T152. Acceptable loads shall have 3-6% air and a slump of 2 to 4 inches. Once three consecutive loads have been accepted, only loads specified by Boone County Resource Management as questionable must be tested. One additional load must be tested if batching operations shutdown for more than 1 hour. If batching operations are continuous for the day, 1 additional test shall be taken in the afternoon. Compressive strength testing, in accordance with ASTM C1231 and T22, shall be conducted. Concrete test cylinders shall be cast and tested in accordance with ASTM C 31 and C 39. The Contractor shall make three (3) cylinders for each day's pour, or three (3) cylinders for each 150 s.y. of pavement/driveway/sidewalk, whichever is smaller. All cylinders shall be cured under the same conditions as the job concrete and shall be identified at the time cast as to which pour is represented. Contractor shall ship or deliver three (3) cylinders to the laboratory on the fourth day, one of which is to be tested on the seventh day, the others are to be laboratory cured and tested on the twenty-eighth day. If for any reason the strength of concrete is required before or after the seven (7) day break, the extra cylinder shall be used for this purpose. Once a cylinder has been broken that meets or exceeds the design strength, the remaining cylinders will not be required to be broken for testing, unless the contractor wants the final results. The Contractor shall furnish the County a copy of the test reports for concrete test cylinders within 24 hours of breaking of the cylinders. Unsatisfactory tests of cylinders shall make the concrete concerned subject to rejection, with consequent removal and replacement by the Contractor at his expense.
34. All asphalt pavement shall be placed and compacted to 92% of the max density as specified in the Job Mix Formula. Density tests, using a nuclear gauge in accordance with ASTM D 2950-74, shall be conducted on each lift of asphalt pavement. Minimum testing frequency shall be one reading per lane, per lift, per 200 feet. If density readings fall below 89% or above 97%, work shall be stopped immediately and will not resume until a solution is found and the Contractor can meet the specified densities.

### **Removal, Curbside Obstructions, Replacement Included**

35. Bid item shall include all labor, equipment, and material needed to remove, stockpile, and restore as needed any roadside obstructions to construction. These obstructions may include, but are not limited to, mailboxes, signage, and landscaped areas.
36. Bid item shall include all brush and tree limb trimming required for construction to take place. All debris from trimming shall be disposed off site in a proper manner.
37. Mailboxes and roadway signage shall be restored per Boone County and US Postal Service standards. Any mailbox or roadway sign damaged by the contractor's negligence shall be replaced per Boone County standards at the Contractor's expense. If existing material condition

18. The Phasing Plan shall accurately reflect achievable project goals given time and Contractor's means and abilities. Contractor shall refrain from overextension which may cause unnecessary future delays. Examples may include, but are not limited to, exposing too much subgrade to a weather event prior to subgrade compaction and aggregate base installation as per Plans. Such an example could create soft subgrade, needing additional work to create a stable platform. Additional cost and time for such work will be viewed as a result of poor planning and will be the responsibility of the Contractor.
19. In the Traffic Control Plan the Contractor shall indicate the timing and extents of all full or partial road closures. The County will use the Traffic Control information to issue press releases to inform the public prior to construction activities. If the Contractor wishes to deviate from the Traffic Control Plan, he shall submit changes to the County a minimum 48 hours (2 business days) prior to the changes taking place. Changes will not be approved if requests are received with less than 48 hours notice. Failure to comply with Traffic Control Plan may result in suspension of work.
20. If the Contractor wishes to divide the project into sections and deploy full road closures on said sections, the Contractor shall be responsible for alerting all homeowners within the closure areas. Homeowners shall be given a minimum of 24 hours notice prior to closures. Homeowners may be alerted through door hangers or other means.
21. Under partial closure the Contractor may provide access for homeowners at his discretion. No additional working days will be granted due to the construction or maintenance of temporary access. If access is going to be maintained, the Contractor shall appoint a Homeowner Liaison. The Liaison shall coordinate and be responsible for all day-to-day access activities with homeowners. The Liaison's contact information shall be provided to all affected homeowners and to the County. Homeowners shall be given a minimum of 24 hours notice prior to being affected by construction.
22. The County will provide and install "No Parking" signs along the back of curbs, at the Contractor's request, to aide in prevention of parked cars in the work zones.
23. Mail service shall not be interrupted and Contractor shall notify all owners/tenants of any alternate arrangements. If a residence is inaccessible, the Contractor shall provide temporary mail boxes or gang boxes to receive mail. All boxes shall be fully enclosed with a door, and be clearly labeled with the street name and address number that they represent, with one residence per box. Contractor shall coordinate the schedule and locations of temporary mailboxes with the USPS and property owners. Any associated costs shall be included in Traffic Control.
24. The Contractor shall maintain aggregate transition ramps from the end of the existing pavement to the work zones that would permit access to private properties by emergency services.
25. Concrete pavement and concrete curb and gutter repairs shall not be opened to traffic until concrete has reached 75% strength (3,000 psi). Concrete pavement and curb and gutter sections may be opened to traffic prior to crack sealing if cracks are cleaned per Crack Sealing Special Provision prior to placing sealing material.
26. Traffic Control shall include all equipment, labor, and material needed to develop and execute a Traffic Control & Phasing Plan. This shall include, but is not limited to, all signage, barricades, and delineators. Bid item shall also include all labor, equipment, and material needed to maintain temporary access for homeowners at the Contractor's discretion. This shall include, but is not limited to, temporary gravel ramps and driving lanes, postcards or door hangers, and time for a Homeowner Liaison. Traffic Control will not be measured and shall be paid at the contract Lump Sum bid price.

### **Erosion Control**

27. Contractor shall be responsible for no sediment leaving the project sites.
28. Contractor shall provide, install, and maintain inlet protection and other devices to ensure sediment does not enter existing stormwater systems. All costs associated with these items shall be included in the Erosion Control bid item. The Contractor may install additional erosion control measures not specified on the Plans, with all costs for additional items being included in the bid item.



# SPECIAL PROVISIONS

## General

1. All construction shall conform to the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
2. Construction activities associated with this project shall comply with current OSHA regulations and required safety measures
3. Any lot lines, building setback lines and easement lines are shown for general information purposes only. Refer to the recorded plats for detailed dimensions and information.
4. Contractor shall maintain all construction operations within public easements and rights-of-way. Any agreements with property owners shall be in writing, a copy of which shall be delivered to a Boone County representative.
5. Contractor shall protect permanent survey monuments. Survey monuments removed or damaged during construction shall be restored at the Contractor's expense by a licensed surveyor registered in the State of Missouri.
6. Any damage done to existing facilities due to negligence, adjacent to project boundaries, shall be replaced by the Contractor at his expense.

## Base Bid & Bid Alternates

7. The project has been divided into 3 parts, including the Base Bid, Alternate #1, and Alternate #2. Base Bid shall include all work as described in the Bid Tab and Plans for Georgetown Loop, Lexington Ct., Sequoia St., and Shiloh Ave. Alternate #1 shall include all work as described in the Bid Tab and Plans for Shenandoah Dr. Alternate #2 shall include all work as described in the Bid Tab and Plans for portions of Rocky Mountain Ave.
8. To place a valid bid, the Bidder must complete fully all bid items on the Bid Forms for the Base Bid, Alternate #1, and Alternate #2. Any bid items left blank will be considered an incomplete bid and will void the Bidder from the project.
9. Additional quantities were not given for Mobilization, Traffic Control, and Erosion Control bid items for Alternates #1 & 2 given the close proximity to the Base Bid work area.
10. Alternates #1 & #2 may be included in the project based on, but not limited to the following items: bid results, project budget, and schedule.
11. The Contractor will be given **60 Working Days** to complete the Base Bid. If Alternate #1 is accepted to be part of the project an additional **5 Working Days** will be added to the contract time. If Alternate #2 is accepted, another **5 Working Days** will be added as well.

## Utility Coordination

12. Any utilities shown in the plans approximately reflect a visual inspection of the site, and are for information purposes only.
13. The Contractor shall be responsible for making utility locate requests prior to construction.
14. The County has alerted all utility companies of this project and is attempting to have relocation work done prior to construction. However, some utilities may still require relocation by the time Notice to Proceed is given. Contractor shall be responsible for coordinating with utility providers and shall account for needed work in the overall project phasing plan.
15. Ameren Gas has proactively lowered their road crossing under Georgetown Loop and Lexington Ct. in preparation for the project

## Traffic Control/Project Phasing

16. The Contractor is responsible for all Traffic Control during construction. The current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) shall be followed for temporary traffic control operations and devices.
17. Contractor shall be responsible for creating a project Traffic Control & Phasing Plan. This plan should be submitted to the County prior to the Pre-Construction Meeting. A notice to proceed will not be issued until such a plan has been approved by the County.

## 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

## 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 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 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

- 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**

## 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.

## 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.



## 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 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 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

- 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 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**.

## 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 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 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**



## 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 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.**

## 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 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**

- 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 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.

## 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 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



### 3.4 SEEDING

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

### 3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

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

END OF SECTION

- 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.

## 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.

## 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.**

### **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**

### **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**.

## 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**.

## 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 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 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 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**

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**

#### **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;

## 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.

- 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 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.



# 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 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.

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.

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.

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

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

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

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

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

**9.8.** This section has been left blank

**9.9.** This section has been left blank

**9.10.** This section has been left blank

**9.11.** This section has been left blank

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

**9.13.** Release of Retained Percentages:

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

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

## **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.

**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.



## 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.

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

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

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

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

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

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

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

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

(Attorney-in-Fact)

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

(Missouri Representative)

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

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

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



# 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.

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 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.

**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

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.

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

## 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.

## 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.



## 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.

## 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.

**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.

**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.

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.

- (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

## 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;

**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



## 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.

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## BIDDER'S ACKNOWLEDGMENT

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

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

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

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

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

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

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

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

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

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

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

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

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## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

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

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

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

### ATTEST:

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

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

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

### NOTE:

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

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

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

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**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

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

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

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

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## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

\* Attach additional sheets as necessary \*

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**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:

## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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



**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.

---

Name and Title of Authorized Representative

---

Signature

---

Date

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

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

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

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

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

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

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

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

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

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



## 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.

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.

## 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.

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**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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**ALTERNATES BID FORM  
CONCRETE REHAB-2017  
GEORGETOWN AND LAKE OF THE WOODS SUBDIVISIONS**

<b>Alternate #1 Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	1141	\$	\$
EXCAVATION	CY	317	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	56	\$	\$
MIRAFI RS580i GEOTEXTILE	SY	1141	\$	\$
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	1141	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	410	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	2282	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	95	\$	\$
CRACK SEALING	LF	975	\$	\$
RESTORATION	LS	1	\$	\$
<b>Alternate #1 Total</b>				<b>\$</b>

<b>Alternate #2 Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	923	\$	\$
EXCAVATION	CY	256	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	70	\$	\$
MIRAFI RS580i GEOTEXTILE	SY	923	\$	\$
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	923	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	332	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	1846	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	77	\$	\$
CRACK SEALING	LF	775	\$	\$
RESTORATION	LS	1	\$	\$
<b>Alternate #2 Total</b>				<b>\$</b>
<b>Alternates Bid Total</b>				<b>\$</b>

**BASE BID FORM  
CONCRETE REHAB-2017  
GEORGETOWN AND LAKE OF THE WOODS SUBDIVISIONS**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	LS	1	\$	\$
TRAFFIC CONTROL/PHASING	LS	1	\$	\$
EROSION CONTROL	LS	1	\$	\$
MATERIAL TESTING	LS	1	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	LS	1	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	SY	10221	\$	\$
EXCAVATION	CY	2268	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	SY	559	\$	\$
INLET THROAT, REMOVE & REPLACE	EA	1	\$	\$
MIRAFI RS580i GEOTEXTILE	SY	10186	\$	\$
1 1/2" MINUS AGGREGATE BASE, 6" THICK	SY	3860	\$	\$
1 1/2" MINUS AGGREGATE BASE, 10" THICK	SY	5612	\$	\$
1 1/2" MINUS AGGREGATE BASE, 14" THICK	SY	714	\$	\$
PCC PAVEMENT, 4000 PSI, 6" THICK	SY	42	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	TON	3655	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	SY	20372	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	TON	844	\$	\$
CRACK SEALING	LF	7572	\$	\$
RESTORATION	LS	1	\$	\$
<b>Base Bid Total</b>				<b>\$</b>

Optional Asphalt Cement Price Index (Circle One)

Accept      Do Not Accept

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## 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.

Bids will be publicly opened after **1:30 p.m.** on **Thursday, June 8, 2017** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

BASE BID: 60 Working Days  
ALTERNATE #1: Additional 5 Working Days  
ALTERNATE #2: Additional 5 Working Days

**Liquidated Damages:**

\$500.00 per Working Day

**Anticipated Notice To Proceed Date:**

On or about July 6, 2017. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

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

None Required

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$40.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

## NOTICE TO BIDDERS

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

**Project Name:**

CONCRETE REHAB-2017  
GEORGETOWN & LAKE OF THE WOODS SUBDIVISIONS

**Project Number:**

NA

**Bid Number:**

27-08JUN17

**Scope of Project Construction:**

**BASE BID:**

Rehab existing concrete streets (Georgetown Loop, Lexington Ct., Sequioa St., & Shiloh Ave.) by removing and replacing sections of rollback curb and gutter, removing existing pavement, remove and prepare subgrade, install geotextile, install aggregate base, and install full depth asphalt pavement. Additional work includes, traffic control, erosion control, crack sealing, and restoration.

**ALTERNATES 1 & 2:**

Rehab existing concrete streets (Shenandoah Dr. & Rocky Mountain Ave.) by removing and replacing sections of rollback curb and gutter, removing existing pavement, remove and prepare subgrade, install geotextile, install aggregate base, and install full depth asphalt pavement. Additional work includes, traffic control, erosion control, crack sealing, and restoration.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **Thursday, May 25, 2017 at 9:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on Friday, June 2, 2017.** **Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **12:45 p.m. on Thursday, June 8, 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:**

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Contractor's Affidavit Regarding Settlement of Claims .....	16.1
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Technical Specifications.....	TS.1-TS.40
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State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions .....	APPENDIX B
Project Plans and/or Details .....	APPENDIX C
Results from Soil Borings.....	APPENDIX D

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



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2018

DATE (MM/DD/YYYY)

6/20/2017

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).

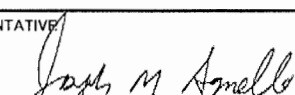
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th>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

**COVERAGES \***      **CERTIFICATE NUMBER:** 14776708      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 PD & BI DED. <input checked="" type="checkbox"/> PRODUCTS-COMP/OP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	A7CG97541707	4/1/2017	4/1/2018	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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS90	Y	Y	A 7CA97541707	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	N	H16XC5043402.	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	A7CW97541707	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> CONTRACTORS EQUIPMENT (INCLUDES LEASED/RENTED)	N	N	QT6304299B952TIL17	4/1/2017	4/1/2018	\$1,000,000 LIMIT, \$10,000 DEDUCTIBLE.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: 27-08JUN17-CONCRETE REHAB 2017 - GEORGETOWN & LAKE OF THE WOODS SUBDIVISIONS. COUNTY OF BOONE, MISSOURI IS NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES. UMBRELLA IS FOLLOW FORM AND EXTENDS OVER THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYERS LIABILITY.

<b>CERTIFICATE HOLDER</b> 14776708 COUNTY OF BOONE, MISSOURI C/O PURCHASING DEPARTMENT 613 E ASH, 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 
---	--

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

29th

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 Petition for a Plan of Merger filed by the Boone County Library Board of Trustees and the Columbia Library Board of Trustees to create the new, unified, **Columbia and Boone County Library District**, effective on the close of business on December 31, 2017.

Attached to this Commission Order are the following documents, which are incorporated herein:

1. Petition for Approval of Merger
2. Executed Plan of Merger
3. Certified copy of the Resolutions of the Board of Trustees of the Boone County Library District
4. Certified copy of the Resolutions of the Board of Trustees of the Columbia Library District
5. Ordinance approving the library merger from the City of Columbia


By separate Order the County Commission will appoint four (4) members to the Board of Trustees of the Columbia and Boone County Library District as follows:

- 2 members for a 3-year term each
- 1 member for a 2-year term
- 1 member for a 1-year term

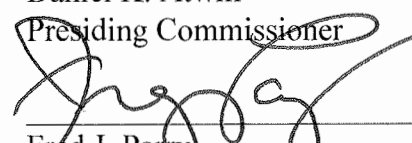
At the expiration of a term of a county-appointed library trustee, the County Commission will by separate Order appoint subsequent Trustees to 3-year terms.

Done this 29th 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

**PETITION TO COUNTY COMMISSION AND COUNTY COMMISSIONERS OF  
BOONE COUNTY, MISSOURI FOR APPROVAL OF MERGER OF THE BOONE  
COUNTY LIBRARY DISTRICT AND THE COLUMBIA LIBRARY DISTRICT INTO A  
NEW UNIFIED LIBRARY DISTRICT TO BE KNOWN AS “THE COLUMBIA AND  
BOONE COUNTY LIBRARY DISTRICT” PURSUANT TO PLAN OF MERGER**

THIS PETITION (“this Petition”) is submitted by the respective Boards of Trustees of the Columbia Library District (“the Columbia Library District”) and the Boone County Library District (“the Boone County Library District”) to the County Commission and County Commissioners of Boone County, Missouri, and such Boards of Trustees, acting on behalf of their respective Library and Library Districts, do hereby petition the County Commission of Boone County, Missouri, and the County Commissioners of Boone County, Missouri (hereinafter, collectively, “the County Commission”), for approval of the merger of the Boone County Library and the Columbia Library District, into a new, unified Library District to be formed pursuant to the provisions of Section 182.291 of the Revised Statutes of Missouri, with such new, unified Library District to be known as the “Columbia and Boone County Library District,” all as approved by Resolutions of the Board of Trustees of the Boone County Library District (**Exhibit A** to this Petition) and the Board of Trustees of the Columbia Library District (**Exhibit B** to this Petition), and the Plan of Merger which is attached to each of such Resolutions as **Exhibit 1**, all of which are annexed to this Petition and are incorporated into this Petition by reference, and the Boards of Trustees of the Columbia Library District and the Boone County Library District (collectively, “the Library Districts”), in support of this Petition, do hereby state to the County Commission as follows:

1. The Boone County Library District is a county library district formed and in existence pursuant to the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri.
2. The Columbia Library District is a city library district formed and in existence pursuant to the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri.
3. The Columbia Library District and the Boone County Library District, under certain circumstances as described in such statutory section, may be merged into a single, unified library district, as provided for by Section 182.291 of the Revised Statutes of Missouri (“the Act”).
4. The two Library Districts, the Boone County Library District and the Columbia Library District, will, as of August, 2017, adopt equal tax levy rates and, therefore, will be eligible to be merged into a new unified library district as provided for by the Act.
5. The respective Boards of Trustees of the two Library Districts, the Boone County Library District and the Columbia Library District, have determined that it is in the very best interests of such Library Districts and their patrons, and the residents of each of the two Library Districts, that the two Library Districts be merged into a new, unified Library District, as provided for by the Act, with such new Library District to be known as “the Columbia and Boone County Library District.”
6. Such Boards of Trustees of the two receptive Library Districts have, therefore, adopted and approved a Plan of Merger (“the Plan of Merger”), by those Resolutions, certified copies of which are annexed to this Petition as **Exhibit A** and **Exhibit B**, the Plan of Merger as adopted by



the Boards of Trustees being attached to such Resolutions (meaning such Exhibits A and B) as Exhibit 1 to such Resolutions. Such Exhibits A and B and Exhibit 1 to such Exhibits A and B are all incorporated into this Petition by reference.

7. The Boards of Trustees of the respective Library Districts, the Columbia Library District and the Boone County Library District, believe that it is in the very best interests of the Library Districts and their patrons and residents that the two Library Districts be merged into the new unified Library District, the Columbia and Boone County Library District, for the following reasons:

a. The two Library Districts have consistently, through their facilities, including the library facility owned by the Columbia Library District which is located on the southwest corner of Garth Avenue and Broadway in the City of Columbia, served the residents and patrons of each of the two Library Districts;

b. While the two Library Districts have, legally, existed as separate library districts, they have, in many respects, operated on a de facto basis, as one library district;

c. The two Library Districts, together with the Callaway County Library District, are now and have for a substantial period of time been members of a regional library, the Daniel Boone Regional Library, which serves patrons of the Boone County Library District and the Columbia Library District and the Callaway County Library District;

d. It is intended that the new, unified Library District will continue to be a party to the Daniel Boone Regional Library.

8. It is, therefore, believed by the two Library Districts and their respective Trustees that the merger of the two Library Districts into the new unified Library District is in the best interests of the residents and patrons of the two Library Districts.

9. The Act requires that the Plan of Merger, and the merger of the two Library Districts into the new unified Library District, be first approved by the City Council of the City of Columbia, Missouri, and it is believed that such merger will be so approved by the City Council of the City of Columbia.

10. The Act requires that once the merger has been approved by the City Council of the City of Columbia, Missouri, it must then be presented to the County Commission for its approval.

11. The Act, and the Plan of Merger, provide that if the City Council of the City of Columbia, and the County Commission approve the merger of the two Library Districts into the new unified Library District, then the new unified Library District will have a Board of Trustees of nine (9) members, five (5) of whom shall be appointed by the Mayor of the City of Columbia, and four (4) of whom shall be appointed by the County Commission.

WHEREFORE, for the reasons hereinabove set forth, the Boards of Trustees of the two Library Districts, the Boone County Library District and the Columbia Library District, do hereby petition the County Commission of Boone County to approve the merger, pursuant to that Plan of

Merger, a copy of which is annexed as Exhibit 1 to each of Exhibits A and B referred to above, into a new unified Library District to be known as the "Columbia and Boone County Library District," and that the County Commission appoint four (4) individuals to serve as members of the new Board of Trustees of the new unified Library District, as follows:

- Two (2) individual members of the new Board of Trustees who will serve terms of three (3) years each;

- One (1) individual member of the new Board of Trustees who will serve a term of two (2) years;

- One (1) individual member of the new Board of Trustees who will serve a term of one (1) year,

it being understood that at the expiration of a term of office of a County Commission appointed Library Trustee, the County Commission will, by separate order, appoint subsequent trustees for three (3) year terms of office.

IN WITNESS WHEREOF, this Petition is presented to the County Commission of Boone County, effective this 15 day of June, 2017, by the Columbia Library District and its Board of Trustees and the Boone County Library District and its Board of Trustees.

**COLUMBIA LIBRARY DISTRICT:**

**By: The Board of Trustees of the Columbia Library District**

Date of Signature:

6/15/17

By: Phil Harrison  
Phil Harrison, vice president, acting as president in the absence of the president

**BOONE COUNTY LIBRARY DISTRICT:**

**By: The Board of Trustees of the Boone County Library District**

Date of Signature:

6/15/17

By: William A. Young  
William A. Young, its president

**Exhibit A** - Resolution of Boone County Library District Board of Trustees

**Exhibit B** - Resolution of Columbia Library District Board of Trustees

signed

**CERTIFIED COPY OF RESOLUTIONS OF BOARD OF TRUSTEES OF BOONE COUNTY LIBRARY DISTRICT**

We, the undersigned, being the president the secretary of the Board of Trustees of the Boone County Library District (hereinafter "the Boone County Library"), a county library district formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, and being the officers of such Board who have charge of the minutes and records of the Board of Trustees, do hereby state, represent and certify that the following Resolutions were adopted by the Board of Trustees of the Boone County Library District, in accordance with law and in accordance with the Bylaws of the Boone County Library District, at the regular meeting of the Board of Trustees of the Boone County Library of May 11, 2017, and that such Resolutions are now in full force and effect:

WHEREAS, the Boone County Library District is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, and the Boone County Library District is hereinafter referred to as "the Boone County Library"; and

WHEREAS, the Columbia Library District is a city library district formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri, and such Columbia Library District is hereinafter referred to as "the Columbia Library"; and

WHEREAS, the Boone County Library and the Columbia Library may hereinafter be collectively referred to as "the Library Districts" and individually as a "Library District"; and

WHEREAS, it is anticipated that each of the two Library Districts will, effective as of September 1, 2017, have adopted a library tax levy rate equal to the library tax levy rate of the other Library District, meaning that the Library Districts will have the same tax levy rates, equal tax levy rates; and

WHEREAS, the two Library Districts, the Boone County Library and the Columbia Library, will, therefore, be eligible for establishing a single, unified Library District, pursuant to the provisions of Section 182.291 of the Revised Statutes of Missouri, sometimes referred to herein as "the Act"; and

WHEREAS, the Columbia Library and the Boone County Library are both members of a regional library, known as "the Daniel Boone Regional Library", a regional library which has been formed and in existence pursuant to the provisions of Section 70.210 through 70.320 of the Revised Statutes of Missouri; and

WHEREAS, through the Daniel Boone Regional Library, the two Library Districts, in concert with the Callaway County Library, serve residents and patrons within a geographic area which includes the geographic boundaries of the Columbia Library District and the Boone County Library District and the Callaway County Library; and

**"EXHIBIT A"**

WHEREAS, it is, therefore, for these and other reasons, in the very best interests of the Boone County Library and its residents and patrons, and the Columbia Library and its residents and patrons, that, subject only to certain contingencies and conditions as stated in Article II thereof, the Library Districts, the Columbia Library and the Boone County Library, should, pursuant to the Act, adopt a “**PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY DISTRICT TO BE KNOWN AS THE COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT**” (“the Plan of Merger”), which such Plan of Merger or Agreement is annexed to these Resolutions as **Exhibit 1** and is incorporated into these Resolutions by reference the same as though fully set forth herein verbatim; and

WHEREAS, the Board of Trustees of the Columbia Library have adopted a resolution approving the Plan of Merger; and

WHEREAS, it is, therefore, appropriate that the Plan of Merger be approved by the Board of Trustees of the Boone County Library and that the Board of Trustees of the Boone County Library join with the Board of Trustees of the Columbia Library in requesting that the County Commission of Boone County, Missouri, approve the Plan of Merger;

NOW, THEREFORE, in view of the foregoing Recitals, the Board of Trustees of the Boone County Library, hereby resolves and agree as follows:

1. Approval of Plan of Merger. The Plan of Merger shall be and it is hereby approved by the Board of Trustees of the Boone County Library and, subject to the contingencies set forth in Article II of the Plan of Merger, **Exhibit 1** to these Resolutions, it is resolved that the Library Districts, the Columbia Library and the Boone County Library, shall be merged, effective as of the Effective Date of the Plan of Merger, **Exhibit 1** to these Resolutions, into a new unified Library District, to be known as “the Columbia and Boone County Library District,” and the president of the Board is authorized to execute the Plan of Merger on behalf of the Boone County Library.

2. Request of County Commission. Subject to approval of the Plan of Merger by the City Council of the City of Columbia, Missouri, the Board of Trustees of the Boone County Library shall join with the Board of Trustees of the Columbia Library, and petition and request that the County Commission of Boone County, Missouri, to approve the Plan of Merger, and the merger of the Columbia Library and the Boone County Library into the new, unified library, to be known as the Columbia and Boone County Library, as provided for by the Plan of Merger, **Exhibit 1** to these Resolutions.

3. Designation of Trustees. Contingent and conditioned upon the satisfaction of those contingencies to the merger of the Library Districts as provided for by Article II of the Plan of Merger, **Exhibit 1** to these Resolutions, the Board of Trustees of the Boone County Library joins with the Board of Trustees of the Columbia Library, and requests that the County Commission of Boone County, Missouri, appoint four (4) members of the Board of Trustees of the new, consolidated library, the Columbia and Boone County Library District, as provided for by Section 4.2 of the Plan of Merger, **Exhibit 1** to these Resolutions.

IN WITNESS WHEREOF, we, the undersigned, being the president and secretary of the Board of Trustees of the Boone County Library District, have executed this certified copy of resolutions of the Board of Trustees of the Boone County Library District, and do hereby state that these resolutions were lawfully adopted, pursuant to the Bylaws and law, by the Board of Trustees of the Boone County Library District.

**BOONE COUNTY LIBRARY BOARD OF TRUSTEES:**

Date of Signature:  
May 11, 2017

May 11, 2017

By: William A Young  
WILLIAM A YOUNG, President

By: Mary P. Powell  
Mary P. Powell, Secretary

**Exhibit 1** - Plan of Merger

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 11<sup>th</sup> day of MAY, 2017, before me personally appeared WILLIAM A. YOUNG and MARY P. POWELL, to me known to be the president and secretary of the Board of Trustees of the Boone County Library District, who being by me first duly sworn did state and acknowledge that they had executed the foregoing Certified Copy of Resolutions, and that all facts and matters set forth therein are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the State and County aforesaid, the day and year first above written.

AMANDA BURKE  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for Boone County  
My Commission Expires: July 27, 2018  
Commission #14999285

Amanda Burke  
AMANDA BURKE Notary Public  
BOONE County, State of Missouri  
My commission expires: 7-27-18

**PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT  
AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY  
DISTRICT TO BE KNOWN AS  
THE COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT**

THIS PLAN OF MERGER ("this Agreement" or "this Plan") is made and entered into effective as of the "Effective Date" hereinafter described, by and between **the Columbia Library District** (meaning the Columbia Library District of Columbia, Missouri), acting by and through the Columbia Library Board of Trustees ("the Columbia Library"), and **the Boone County Library District** (meaning the Boone County, Missouri Library District), acting by and through its Board of Trustees ("the Boone County Library") [who are hereinafter collectively referred to as "the Parties" or "the Library Districts" and individually as a "Party" or "Library District"], with such Parties entering into this Agreement, this Plan of Merger, pursuant to the following facts, matters and circumstances:

**BACKGROUND RECITALS**  
["Recitals"]

This Agreement, this Plan of Merger, is entered into by the Library Districts, the Columbia Library and the Boone County Library, in view of the following facts, matters and circumstances:

The Columbia Library is a city library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri.

The Boone County Library is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri.

Each of the Columbia Library and the Boone County Library serves residents within the geographic boundaries of its respective district. The Columbia Library owns a certain substantial physical building and related facilities, known as "the Columbia Public Library," and such facility, and any other facilities now or hereafter utilized by the Columbia Library or the Boone County Library or the unified library formed by the provisions of this Plan, may be referred to herein as "Library Facilities" or a "Facility."

Each of the Library Districts, the Columbia Library and the Boone County Library, is a participating member in, and a Constituent Library District in, a Regional Library, known as "the Daniel Boone Regional Library" ("the Regional Library"). Such Regional Library has been formed by the Library Districts, and the Callaway County Library District, pursuant to Sections 70.210 through 70.320 of the Revised Statutes of Missouri.

The Regional Library serves residents and patrons within a geographic area comprised of the respective Library Districts of the Columbia Library, the Boone County Library and the Callaway County Library.

"EXHIBIT 1"

The Boone County Library and the Columbia Library will establish, by September 1, 2017, respective tax levy rates which are equal to each other, meaning that the Columbia Library and the Boone County Library will, as of September 1, 2017, have set their respective tax rates so that the tax rates of each such Library District is equal to the tax rate of the other such Library District.

Section 182.291 of the Revised Statutes of Missouri provides that, subject to the requirements of such Missouri Statutes, the Library Districts may be merged or unified into a single unified Library District, which will be a unified library district serving all the residents within the combined geographic boundaries of the two Library Districts, meaning the Boone County Library and the Columbia Library.

It has been determined by the Board of Trustees of the Columbia Library ("the Columbia Board of Trustees") and the Board of Trustees of the Boone County Library ("the Boone County Board of Trustees") that it is in the best interests of the Columbia Library and the Boone County Library, and the residents and patrons served by such Library Districts, that the Library Districts, the Columbia Library and the Boone County Library, be merged into a single unified Library District, as provided for by such Section 182.291 of the Revised Statutes of Missouri, subject, however, to the requirements of such Section of the Missouri Statutes.

The Parties, accordingly, enter into and adopt this Plan of Merger, this Agreement.

#### AGREEMENT AND PLAN OF MERGER

NOW, THEREFORE, in view of the foregoing Recitals, the Parties hereto do hereby mutually promise, declare, covenant, state and agree as follows:

#### ARTICLE I DEFINITIONS

For purposes of this Agreement, those terms which are defined in the foregoing Recitals shall have those meanings ascribed thereto in such Recitals, unless the following provisions of this Article I of this Agreement provide different or additional definitions. For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "The Act" shall mean and refer to that section of the Missouri Statutes which allows the two Library Districts which are Parties to this Agreement to be merged together, into a unified, single Library District, such Act being Section 182.291 of the Revised Statutes of Missouri.

1.2 "Annual Operating Income of a Library District" shall mean and include all of the actual annual receipts and revenues of a Library District, and shall include all annual operating tax levy receipts, receipts of delinquent taxes, receipts of state aid, and receipts of grants, intangible taxes, and railroad taxes, and receipts of all gifts and of all other receipts and revenues of each of the respective Library Districts, meaning the Boone County Library and the Columbia Library, with all of such Annual Operating Income of each of the Library Districts to become the Annual Operating Income of the Unified Library District, the Columbia and Boone County Library District provided for by this Agreement.

1.3 “Boards of Trustees” shall mean and refer to the Boards of Trustees of each of the Library Districts, meaning the Board of Trustees of the Columbia Library and Board of Trustees of the Boone County Library.

1.4 “Boone County Library” shall mean and refer to the Boone County Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.010 through 182.130 of the Revised Statutes of Missouri, which such District excludes the Columbia Library District and the Centralia Library District.

1.5 “Columbia Library” shall mean and refer to the Columbia Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.140 through 182.301 of the Revised Statutes of Missouri.

1.6 “Contingencies” shall mean those contingencies to the effectiveness of this Plan, as such Contingencies are described in Article II below of this Agreement.

1.7 “Effective Date” shall mean the close of business on December 31, 2017.

1.8 “Facilities” shall mean and refer to each of the physical buildings and Library Facilities and all other properties, tangible and intangible, real and personal, of every kind, nature and description whatsoever, without any exception, owned by each of the respective Library Districts which are parties to this Agreement.

1.9 “Library Districts” and “Library District” shall mean and refer to each of the two Library Districts, the constituent parties, which adopt this Plan of Merger, same being the Boone County Library and the Columbia Library.

1.10 “Regional Library” or “Regional Library District” shall mean and refer to the Daniel Boone Regional Library, which is in existence, and in which each of the Library Districts is now a party, same being a regional library district established pursuant to a Daniel Boone Regional Library contract, which has been adopted and put into effect and is now in effect pursuant to Section 70.210 through 70.320 of the Revised Statutes of Missouri.

1.11 “Unified Library District” shall mean and refer to the new, unified Library District to be formed pursuant to this Plan, same to be known as “the Columbia and Boone County Library District,” and with same to be a unified library district having as its geographic boundaries the combined geographic district boundaries of each of the Library Districts, meaning of each of the Columbia Library and the Boone County Library; the intention being that the residents and patrons of each of the Columbia Library and the Boone County, the two Library Districts which are the Parties to this Agreement, shall be the residents and patrons of the new, Unified Library District, the Columbia and Boone County Library District.



**ARTICLE II**  
**CONTINGENCIES**

This Plan, and the merger/unification of the Library Districts, the Columbia Library and the Boone County Library, into a new Unified Library District, the Columbia and Boone County Library District, shall be contingent and conditioned upon the satisfaction of the following Contingencies and conditions prior to the Effective Date:

2.1. Approval by Columbia Library Board of Trustees. The Columbia Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.2. Approval by Boone County Library Board of Trustees. The Boone County Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.3. Request by Columbia Library District of City Council of City of Columbia. The Columbia Library Board of Trustees must request that the City Council of the City of Columbia, Missouri approve this Plan, and the unification/merger, pursuant to this Plan, of the Columbia Library and the Boone County Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and the City Council of the City of Columbia must have approved this Plan and such unification/merger.

2.4. Petition to County Commission of Boone County. The Boone County Library Board of Trustees and the Columbia Library Board of Trustees must petition the Commissioners of the Commission of Boone County, Missouri, to approve this Plan and to approve the unification/merger pursuant to this Plan of the Boone County Library and the Columbia Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and such County Commission must have approved this Plan and such unification/merger.

2.5. Tax Rates. The Columbia Library's Board of Trustees and the Boone County Library's Board of Trustees must have set respective tax rates, by September 1, 2017, in order that the same tax rates/tax levies shall be in effect for the Columbia Library and the Boone County Library, so that the tax rates/tax levy for the new, Unified District, the Columbia and Boone County Library District, will be the equal tax rates established by both of the Columbia Library Board of Trustees and the Boone County Board Library of Trustees.

**ARTICLE III**  
**EFFECTIVENESS OF MERGER**

If the Contingencies and conditions set forth in Article II above are satisfied prior to the Effective Date, then the Library Districts, the two Library Districts which are Parties to this Agreement, the Columbia Library and the Boone County Library, shall be automatically, without further action, merged into a new, surviving, Unified Library District, in the manner provided for by the Act, with such new, Unified Library District to be known as the "Columbia and Boone County Library District," and with such merger/unification of the Library Districts to automatically occur on the Effective Date.

ARTICLE IV  
EFFECTS OF MERGER/UNIFICATION OF LIBRARY DISTRICTS

If the merger/unification of the Library Districts provided for by Article III of this Agreement occurs, then the effects of such merger/unification shall be those provided for by the Act, and shall also include the following:

4.1 Name of Unified District. The name of the new Unified Library District shall be, as hereinabove stated in this Agreement, "The Columbia and Boone County Library District."

4.2 Formation of Unified District's Board of Trustees. The Columbia and Boone County Library District shall be under the control and supervision of a Board of Trustees ("the Board" or "the Board of Trustees") of nine (9) members. Since the population of the Boone County is less than that of the City of Columbia, as provided for by Section 182.291.3 of the Act, the County Commission of Boone County, prior to the Effective Date, shall appoint four (4) members to the Board of Trustees, with such members to serve staggered terms of one year, two years and three years each, as determined by the Boone County Commission, and the Mayor of the City of Columbia shall appoint to the Board of Trustees five (5) members, serving staggered years of one year, two years and three years each, as determined by the Mayor, and the members, as so appointed by the Boone County Commission and the Mayor of the City of Columbia shall constitute the Board of Trustees of the Columbia and Boone County Library District, commencing on the Effective Date, and with their terms in office to commence on the Effective Date. As the term of office of each member of the Board of Trustees expires, he or she shall continue in office until his or her replacement is selected and assumes office. The replacement of each member of the Board of Trustees, appointed by the County Commission, and of his or her replacements thereafter, shall be designated by the Boone County Commission. The replacement of each member of the Board of Trustees appointed by the Mayor of the City of Columbia, and of his or her replacements thereafter, shall be designated by the mayor of the City of Columbia. There shall be no limitations on the number of terms a member of the Board of Trustees may serve. The terms of office of the members of the first Board of Trustees shall end as follows:

- One year term: June 30, 2019
- Two year term: June 30, 2020
- Three year term: June 30, 2021

All members shall otherwise serve three (3) year terms beginning on July 1 of a calendar year and ending June 30 three (3) years thereafter.

4.3 Election of Officers and Approval of Bylaws. The Board of Trustees of the Columbia and Boone County Library District shall, as soon as practicable after the Effective Date, meet and elect officers, adopt and approve new Bylaws for the Columbia and Boone County Library District, and conduct such other business as is then required for purposes of managing the business and affairs of the Columbia and Boone County Library District, including approval of an amended and restated contract for the ongoing Regional Library, the Daniel Boone Regional Library, and the appointment of themselves (meaning all nine members) to the Board of Trustees of the Regional Library and the approval of necessary Operating Budgets of the Regional Library.

4.4 Ownership and Investments of Total Annual Operating Income. From and after the Effective Date, all of the total Annual Operating Incomes of each of the Columbia Library and the Boone County Library shall be the Annual Operating Income of the Columbia and Boone County Library District and shall be the property of the Columbia and Boone County Library District; provided, however, that until January 1, 2018, all operating tax funds currently invested for the Columbia Library will continue to be invested in those funds established by the City of Columbia and all tax funds of the Boone County Library will continue to be invested in those funds established by Boone County. From and after January 1, 2018, the treasurer of the Columbia and Boone County Library District will invest all funds, and all Annual Operating Income for the new Unified District, with the investment pool of Boone County.

4.5 Property and Obligations of Library Districts Become the Property and Obligations of the Unified Library District. Without further action, effective as of the Effective Date and thereafter, all of the Facilities of, and all of the real and personal property, tangible and intangible, of every kind, nature and description whatsoever of each of the Library Districts, and all of the debts and obligations, and rights, titles and interests, contracts and agreements of each of the separate Columbia Library and Boone County Library, shall become the Facilities, property, debts and obligations, rights, titles and interests and contracts and agreements of the Columbia and Boone County Library District.

4.6 Rights, Powers and Authorities of Merged District. The new Unified Library District, and its officers and its Board of Trustees shall have all of the rights, powers, responsibilities, privileges and authorities granted to county library districts by the laws of the State of Missouri, and specifically those of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, as amended and replaced from time to time, as though the new Columbia and Boone County Library District were a county library district, except, however, where such laws are inconsistent with the provisions of the Act, meaning Section 182.291 of the Revised Statutes of Missouri, and that:

a. The treasurer (sometimes referred to as “the warrant officer”) of the Board of Trustees of the Columbia and Boone County Library District shall receive and be custodian of all monies belonging to the Columbia and Boone County Library District, from whatever source derived, subject, however, to the provisions of Section 4.4 above. All funds shall be audited annually, but may be audited as a part of the audit of the Regional Library. Subject to Section 4.4 above, it is required that at least once in every month the proper finance officers of Boone County shall pay over or make available to the treasurer of the Columbia and Boone County Library District all monies received and collected for the funds of the Columbia and Boone County Library District, including interest on such monies, and shall otherwise fulfill the requirements of Section 182.291-7(2) of the Act;

b. Subject to the provisions of, and the contract for the creation and ongoing existence of the Regional Library, the Board of Trustees of the Regional Library, and the Board of Trustees of each of its Constituent Members, meaning the Board of Trustees of the Columbia and Boone County Library District, and the Board of Trustees of the Callaway County Library District, shall, for each Fiscal Year, approve an Operating Budget for the Regional Library.

4.7 Daniel Boone Regional Library. The Board of Trustees of the Columbia and Boone County Library District shall join with the Board of Trustees of the Callaway County Library, and shall review and approve an amended and restated agreement for the Regional Library, and Bylaws for the Regional Library, and the Columbia and Boone County Library District shall continue to participate as a Constituent Library District in the Regional Library until otherwise determined by the Columbia and Boone County Library District Board of Trustees or the Regional Library is otherwise dissolved or terminated.

4.8 Regional Library Terminated. If, in the future, the Regional Library is not established pursuant to an amended and restated agreement for the Regional Library, or it is thereafter dissolved or terminated, or it is determined by the Columbia and Boone County Library District Board of Trustees that the Columbia and Boone County Library should withdraw from the Regional Library, then, thereafter, the Columbia and Boone County Library shall continue to operate as a Unified Library District as provided for by the Act and this Agreement.

4.9 Perpetual Existence. The Unified District, the Columbia and Boone County Library District established pursuant to this Plan of Merger, shall be in perpetual existence, unless terminated pursuant to Law.

IN WITNESS WHEREOF, this Agreement, this Plan of Merger, has been executed by and on behalf of each of the Columbia Library District Board of Trustees and the Boone County Library District Board of Trustees, after approval by each of such Boards of Trustees, by their respective presidents of each of such Boards, with the merger of the Boone County Library District and the Columbia Library District provided for by this Plan of Merger to be automatically effective as of the Effective Date, subject, however, to those conditions and contingencies set forth in Article II of this Agreement.

**COLUMBIA LIBRARY DISTRICT:**

By: The Board of Trustees of the Columbia Library District

Date of Signature:

15 May 2017

By:



Name Printed:

LISA GROSTONG

its president

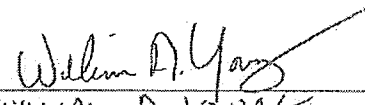
**BOONE COUNTY LIBRARY DISTRICT:**

By: The Board of Trustees of the Boone County Library District

Date of Signature:

May 11, 2017

By:



Name Printed:

WILLIAM A YOUNG

its president

Signed

**CERTIFIED COPY OF RESOLUTIONS OF BOARD OF TRUSTEES OF THE  
COLUMBIA LIBRARY DISTRICT**

We, the undersigned, being the president of, and the secretary of, the Board of Trustees of the Columbia Library District, a city library district formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the Sections 182.140 through 182.201 of the Revised Statutes of Missouri, and being the officers of such Board of Trustees who have of charge the minutes and records of the Board of Trustees, do hereby state, represent and certify that the Board of Trustees of the Columbia Library District did, pursuant to the Bylaws of such Board of Trustees and law, adopt and put in force the following Resolutions, at its regular meeting of May 11, 2017, and that such Resolutions are now in full force and effect:

WHEREAS, the Columbia Library District is a library district of the State of Missouri, a city library district, as formed pursuant to the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri; and

WHEREAS, the Boone County Library District is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri; and

WHEREAS, it is anticipated that the Columbia Library District (hereinafter "the Columbia Library") and the Boone County Library District (hereinafter "the Boone County Library") will, by September 1, 2017, adopt the same library tax levy rates, meaning that each of the two Library Districts will have a library tax levy rate equal to that of the other said Library District and, therefore, the Columbia Library and Boone County Library will have fulfilled a qualification for merger/unification into a single, unified library district, as provided for by Section 182.291 of the Revised Statutes of Missouri (sometimes referred to herein as "the Act"); and

WHEREAS, the Columbia Library and the Boone County Library (hereinafter referred to collectively as "the Library Districts") and singularly as a "Library District") are both members of a regional library, known as the "Daniel Boone Regional Library," a regional library which has been formed and is in existence pursuant to the provisions of Sections 70.210 through 70.320 of the Revised Statutes of Missouri; and

WHEREAS, the two Library Districts, the Columbia Library and the Boone County Library, in concert with the Callaway County Library, serve residents and patrons within a geographic area which includes the combined geographic boundaries of the Columbia Library District, the Boone County Library Distort and the Callaway County Library District; and

WHEREAS, it is, therefore, for these and other reasons, in the very best interests of the Columbia Library, and its residents and patrons, and the Boone County Library, and its residents and patrons, that, subject only to certain contingencies and conditions as stated in Article II thereof, the Library Districts, the Columbia Library and the Boone County Library, should, pursuant to the Act, adopt a "**PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY DISTRICT TO BE KNOWN AS THE**

"EXHIBIT     B    "

**COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT**” (“the Plan of Merger”), which such Plan of Merger or Agreement is annexed to these Resolutions as **Exhibit 1** and is incorporated into these Resolutions by reference the same as though fully set forth herein verbatim; and

WHEREAS, it is proper and appropriate that the Board of Trustees of the Columbia Library request and petition the City Council of the City of Columbia to approve the Plan of Merger (“the Plan”) as set forth in such Plan of Merger.

NOW, THEREFORE, in view of the foregoing Recitals, the Board of Trustees of the Columbia Library, does hereby resolve and agree as follows:

1. Approval of Plan of Merger. The Plan of Merger, as set forth in **Exhibit 1** to these Resolutions, which is incorporated into these Resolutions by reference, shall be and it is hereby approved and adopted by the Board of Trustees of the Columbia Library, and the president of the Board of Trustees shall be and is hereby directed, instructed and authorized to execute such Plan of Merger in the name of and on behalf of the Columbia Library Board of Trustees.

2. Petition to City Council. The Board of Trustees of the Columbia Library District hereby requests of the City Council of the City of Columbia, Missouri (“the City Council”), that such City Council approve the Plan of Merger and the creation of the new, unified, Library District provided for by the Plan of Merger, to be known as the “Columbia and Boone County Library District.”

3. Request of Mayor. Contingent and conditioned upon the satisfaction of those contingencies set forth in Article II of the Plan of Merger for the effectiveness of the Plan of Merger, the Board of Trustees of the Columbia Library hereby requests that the Mayor of the City of Columbia appoint five (5) members to the Board of Trustees of the Unified District, the Columbia and Boone County Library District, to serve staggered terms, all as provided for by Section 4.2 of the Plan of Merger, **Exhibit 1** to these Resolutions.

4. Joinder with Board of Trustees of Boone County Library. If the Plan of Merger is approved by the City Council, then the Board of Trustees of the Columbia Library shall join with the Board of Trustees of the Boone County Library District in requesting that the Commissioners of the County Commission of Boone County, Missouri approve the Plan of Merger, **Exhibit 1** to these Resolutions, and that the County Commission appoint four (4) members to the Board of Trustees of the new, unified Library District, the Columbia and Boone County Library District, as provided for by Section 4.2 of the Plan of Merger, **Exhibit 1** to these Resolutions.

IN WITNESS WHEREOF, we, the undersigned, being the president and secretary of the Board of Trustees of the Columbia Library District, have executed this certified copy of resolutions of the Board of Trustees of the Columbia Library District, and do hereby state that these resolutions were lawfully adopted, pursuant to the Bylaws and law, by the Board of Trustees of the Columbia Library District and are in effect.

**COLUMBIA LIBRARY BOARD OF TRUSTEES:**

Date of Signature:  
5-11-17

By: *[Signature]*  
LISA GROSTONG, President

Date of Signature:  
05/11/2017

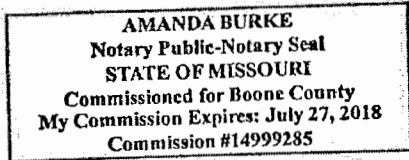
By: *[Signature]*  
JOHN A. FRENCH, Secretary

**Exhibit 1 - Plan of Merger**

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 11<sup>TH</sup> day of MAY, 2017, before me personally appeared LISA GROSTONG and JOHN A. FRENCH to me known to be the president and secretary of the Board of Trustees of the Columbia Library District, who being by me first duly sworn did state and acknowledge that they had executed the foregoing Certified Copy of Resolutions, and that all facts and matters set forth therein are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the State and County aforesaid, the day and year first above written.



*[Signature]*  
AMANDA BURKE Notary Public  
BOONE County, State of Missouri  
My commission expires: 7-27-18

**PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT  
AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY  
DISTRICT TO BE KNOWN AS  
THE COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT**

THIS PLAN OF MERGER ("this Agreement" or "this Plan") is made and entered into effective as of the "Effective Date" hereinafter described, by and between **the Columbia Library District** (meaning the Columbia Library District of Columbia, Missouri), acting by and through the Columbia Library Board of Trustees ("the Columbia Library"), and **the Boone County Library District** (meaning the Boone County, Missouri Library District), acting by and through its Board of Trustees ("the Boone County Library") [who are hereinafter collectively referred to as "the Parties" or "the Library Districts" and individually as a "Party" or "Library District"], with such Parties entering into this Agreement, this Plan of Merger, pursuant to the following facts, matters and circumstances:

**BACKGROUND RECITALS**  
["Recitals"]

This Agreement, this Plan of Merger, is entered into by the Library Districts, the Columbia Library and the Boone County Library, in view of the following facts, matters and circumstances:

The Columbia Library is a city library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri.

The Boone County Library is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri.

Each of the Columbia Library and the Boone County Library serves residents within the geographic boundaries of its respective district. The Columbia Library owns a certain substantial physical building and related facilities, known as "the Columbia Public Library," and such facility, and any other facilities now or hereafter utilized by the Columbia Library or the Boone County Library or the unified library formed by the provisions of this Plan, may be referred to herein as "Library Facilities" or a "Facility."

Each of the Library Districts, the Columbia Library and the Boone County Library, is a participating member in, and a Constituent Library District in, a Regional Library, known as "the Daniel Boone Regional Library" ("the Regional Library"). Such Regional Library has been formed by the Library Districts, and the Callaway County Library District, pursuant to Sections 70.210 through 70.320 of the Revised Statutes of Missouri.

The Regional Library serves residents and patrons within a geographic area comprised of the respective Library Districts of the Columbia Library, the Boone County Library and the Callaway County Library.

"EXHIBIT 1"



The Boone County Library and the Columbia Library will establish, by September 1, 2017, respective tax levy rates which are equal to each other, meaning that the Columbia Library and the Boone County Library will, as of September 1, 2017, have set their respective tax rates so that the tax rates of each such Library District is equal to the tax rate of the other such Library District.

Section 182.291 of the Revised Statutes of Missouri provides that, subject to the requirements of such Missouri Statutes, the Library Districts may be merged or unified into a single unified Library District, which will be a unified library district serving all the residents within the combined geographic boundaries of the two Library Districts, meaning the Boone County Library and the Columbia Library.

It has been determined by the Board of Trustees of the Columbia Library ("the Columbia Board of Trustees") and the Board of Trustees of the Boone County Library ("the Boone County Board of Trustees") that it is in the best interests of the Columbia Library and the Boone County Library, and the residents and patrons served by such Library Districts, that the Library Districts, the Columbia Library and the Boone County Library, be merged into a single unified Library District, as provided for by such Section 182.291 of the Revised Statutes of Missouri, subject, however, to the requirements of such Section of the Missouri Statutes.

The Parties, accordingly, enter into and adopt this Plan of Merger, this Agreement.

#### AGREEMENT AND PLAN OF MERGER

NOW, THEREFORE, in view of the foregoing Recitals, the Parties hereto do hereby mutually promise, declare, covenant, state and agree as follows:

#### ARTICLE I DEFINITIONS

For purposes of this Agreement, those terms which are defined in the foregoing Recitals shall have those meanings ascribed thereto in such Recitals, unless the following provisions of this Article I of this Agreement provide different or additional definitions. For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "The Act" shall mean and refer to that section of the Missouri Statutes which allows the two Library Districts which are Parties to this Agreement to be merged together, into a unified, single Library District, such Act being Section 182.291 of the Revised Statutes of Missouri.

1.2 "Annual Operating Income of a Library District" shall mean and include all of the actual annual receipts and revenues of a Library District, and shall include all annual operating tax levy receipts, receipts of delinquent taxes, receipts of state aid, and receipts of grants, intangible taxes, and railroad taxes, and receipts of all gifts and of all other receipts and revenues of each of the respective Library Districts, meaning the Boone County Library and the Columbia Library, with all of such Annual Operating Income of each of the Library Districts to become the Annual Operating Income of the Unified Library District, the Columbia and Boone County Library District provided for by this Agreement.

1.3 "Boards of Trustees" shall mean and refer to the Boards of Trustees of each of the Library Districts, meaning the Board of Trustees of the Columbia Library and Board of Trustees of the Boone County Library.

1.4 "Boone County Library" shall mean and refer to the Boone County Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.010 through 182.130 of the Revised Statutes of Missouri, which such District excludes the Columbia Library District and the Centralia Library District.

1.5 "Columbia Library" shall mean and refer to the Columbia Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.140 through 182.301 of the Revised Statutes of Missouri.

1.6 "Contingencies" shall mean those contingencies to the effectiveness of this Plan, as such Contingencies are described in Article II below of this Agreement.

1.7 "Effective Date" shall mean the close of business on December 31, 2017.

1.8 "Facilities" shall mean and refer to each of the physical buildings and Library Facilities and all other properties, tangible and intangible, real and personal, of every kind, nature and description whatsoever, without any exception, owned by each of the respective Library Districts which are parties to this Agreement.

1.9 "Library Districts" and "Library District" shall mean and refer to each of the two Library Districts, the constituent parties, which adopt this Plan of Merger, same being the Boone County Library and the Columbia Library.

1.10 "Regional Library" or "Regional Library District" shall mean and refer to the Daniel Boone Regional Library, which is in existence, and in which each of the Library Districts is now a party, same being a regional library district established pursuant to a Daniel Boone Regional Library contract, which has been adopted and put into effect and is now in effect pursuant to Section 70.210 through 70.320 of the Revised Statutes of Missouri.

1.11 "Unified Library District" shall mean and refer to the new, unified Library District to be formed pursuant to this Plan, same to be known as "the Columbia and Boone County Library District," and with same to be a unified library district having as its geographic boundaries the combined geographic district boundaries of each of the Library Districts, meaning of each of the Columbia Library and the Boone County Library; the intention being that the residents and patrons of each of the Columbia Library and the Boone County, the two Library Districts which are the Parties to this Agreement, shall be the residents and patrons of the new, Unified Library District, the Columbia and Boone County Library District.

**ARTICLE II**  
**CONTINGENCIES**

This Plan, and the merger/unification of the Library Districts, the Columbia Library and the Boone County Library, into a new Unified Library District, the Columbia and Boone County Library District, shall be contingent and conditioned upon the satisfaction of the following Contingencies and conditions prior to the Effective Date:

2.1. Approval by Columbia Library Board of Trustees. The Columbia Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.2. Approval by Boone County Library Board of Trustees. The Boone County Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.3. Request by Columbia Library District of City Council of City of Columbia. The Columbia Library Board of Trustees must request that the City Council of the City of Columbia, Missouri approve this Plan, and the unification/merger, pursuant to this Plan, of the Columbia Library and the Boone County Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and the City Council of the City of Columbia must have approved this Plan and such unification/merger.

2.4. Petition to County Commission of Boone County. The Boone County Library Board of Trustees and the Columbia Library Board of Trustees must petition the Commissioners of the Commission of Boone County, Missouri, to approve this Plan and to approve the unification/merger pursuant to this Plan of the Boone County Library and the Columbia Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and such County Commission must have approved this Plan and such unification/merger.

2.5. Tax Rates. The Columbia Library's Board of Trustees and the Boone County Library's Board of Trustees must have set respective tax rates, by September 1, 2017, in order that the same tax rates/tax levies shall be in effect for the Columbia Library and the Boone County Library, so that the tax rates/tax levy for the new, Unified District, the Columbia and Boone County Library District, will be the equal tax rates established by both of the Columbia Library Board of Trustees and the Boone County Board Library of Trustees.

**ARTICLE III**  
**EFFECTIVENESS OF MERGER**

If the Contingencies and conditions set forth in Article II above are satisfied prior to the Effective Date, then the Library Districts, the two Library Districts which are Parties to this Agreement, the Columbia Library and the Boone County Library, shall be automatically, without further action, merged into a new, surviving, Unified Library District, in the manner provided for by the Act, with such new, Unified Library District to be known as the "Columbia and Boone County Library District," and with such merger/unification of the Library Districts to automatically occur on the Effective Date.

ARTICLE IV  
EFFECTS OF MERGER/UNIFICATION OF LIBRARY DISTRICTS

If the merger/unification of the Library Districts provided for by Article III of this Agreement occurs, then the effects of such merger/unification shall be those provided for by the Act, and shall also include the following:

4.1 Name of Unified District. The name of the new Unified Library District shall be, as hereinabove stated in this Agreement, "The Columbia and Boone County Library District."

4.2 Formation of Unified District's Board of Trustees. The Columbia and Boone County Library District shall be under the control and supervision of a Board of Trustees ("the Board" or "the Board of Trustees") of nine (9) members. Since the population of the Boone County is less than that of the City of Columbia, as provided for by Section 182.291.3 of the Act, the County Commission of Boone County, prior to the Effective Date, shall appoint four (4) members to the Board of Trustees, with such members to serve staggered terms of one year, two years and three years each, as determined by the Boone County Commission, and the Mayor of the City of Columbia shall appoint to the Board of Trustees five (5) members, serving staggered years of one year, two years and three years each, as determined by the Mayor, and the members, as so appointed by the Boone County Commission and the Mayor of the City of Columbia shall constitute the Board of Trustees of the Columbia and Boone County Library District, commencing on the Effective Date, and with their terms in office to commence on the Effective Date. As the term of office of each member of the Board of Trustees expires, he or she shall continue in office until his or her replacement is selected and assumes office. The replacement of each member of the Board of Trustees, appointed by the County Commission, and of his or her replacements thereafter, shall be designated by the Boone County Commission. The replacement of each member of the Board of Trustees appointed by the Mayor of the City of Columbia, and of his or her replacements thereafter, shall be designated by the mayor of the City of Columbia. There shall be no limitations on the number of terms a member of the Board of Trustees may serve. The terms of office of the members of the first Board of Trustees shall end as follows:

- One year term: June 30, 2019
- Two year term: June 30, 2020
- Three year term: June 30, 2021

All members shall otherwise serve three (3) year terms beginning on July 1 of a calendar year and ending June 30 three (3) years thereafter.

4.3 Election of Officers and Approval of Bylaws. The Board of Trustees of the Columbia and Boone County Library District shall, as soon as practicable after the Effective Date, meet and elect officers, adopt and approve new Bylaws for the Columbia and Boone County Library District, and conduct such other business as is then required for purposes of managing the business and affairs of the Columbia and Boone County Library District, including approval of an amended and restated contract for the ongoing Regional Library, the Daniel Boone Regional Library, and the appointment of themselves (meaning all nine members) to the Board of Trustees of the Regional Library and the approval of necessary Operating Budgets of the Regional Library.

4.4 Ownership and Investments of Total Annual Operating Income. From and after the Effective Date, all of the total Annual Operating Incomes of each of the Columbia Library and the Boone County Library shall be the Annual Operating Income of the Columbia and Boone County Library District and shall be the property of the Columbia and Boone County Library District; provided, however, that until January 1, 2018, all operating tax funds currently invested for the Columbia Library will continue to be invested in those funds established by the City of Columbia and all tax funds of the Boone County Library will continue to be invested in those funds established by Boone County. From and after January 1, 2018, the treasurer of the Columbia and Boone County Library District will invest all funds, and all Annual Operating Income for the new Unified District, with the investment pool of Boone County.

4.5 Property and Obligations of Library Districts Become the Property and Obligations of the Unified Library District. Without further action, effective as of the Effective Date and thereafter, all of the Facilities of, and all of the real and personal property, tangible and intangible, of every kind, nature and description whatsoever of each of the Library Districts, and all of the debts and obligations, and rights, titles and interests, contracts and agreements of each of the separate Columbia Library and Boone County Library, shall become the Facilities, property, debts and obligations, rights, titles and interests and contracts and agreements of the Columbia and Boone County Library District.

4.6 Rights, Powers and Authorities of Merged District. The new Unified Library District, and its officers and its Board of Trustees shall have all of the rights, powers, responsibilities, privileges and authorities granted to county library districts by the laws of the State of Missouri, and specifically those of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, as amended and replaced from time to time, as though the new Columbia and Boone County Library District were a county library district, except, however, where such laws are inconsistent with the provisions of the Act, meaning Section 182.291 of the Revised Statutes of Missouri, and that:

a. The treasurer (sometimes referred to as "the warrant officer") of the Board of Trustees of the Columbia and Boone County Library District shall receive and be custodian of all monies belonging to the Columbia and Boone County Library District, from whatever source derived, subject, however, to the provisions of Section 4.4 above. All funds shall be audited annually, but may be audited as a part of the audit of the Regional Library. Subject to Section 4.4 above, it is required that at least once in every month the proper finance officers of Boone County shall pay over or make available to the treasurer of the Columbia and Boone County Library District all monies received and collected for the funds of the Columbia and Boone County Library District, including interest on such monies, and shall otherwise fulfill the requirements of Section 182.291-7(2) of the Act;

b. Subject to the provisions of, and the contract for the creation and ongoing existence of the Regional Library, the Board of Trustees of the Regional Library, and the Board of Trustees of each of its Constituent Members, meaning the Board of Trustees of the Columbia and Boone County Library District, and the Board of Trustees of the Callaway County Library District, shall, for each Fiscal Year, approve an Operating Budget for the Regional Library.

4.7 Daniel Boone Regional Library. The Board of Trustees of the Columbia and Boone County Library District shall join with the Board of Trustees of the Callaway County Library, and shall review and approve an amended and restated agreement for the Regional Library, and Bylaws for the Regional Library; and the Columbia and Boone County Library District shall continue to participate as a Constituent Library District in the Regional Library until otherwise determined by the Columbia and Boone County Library District Board of Trustees or the Regional Library is otherwise dissolved or terminated.

4.8 Regional Library Terminated. If, in the future, the Regional Library is not established pursuant to an amended and restated agreement for the Regional Library, or it is thereafter dissolved or terminated, or it is determined by the Columbia and Boone County Library District Board of Trustees that the Columbia and Boone County Library should withdraw from the Regional Library, then, thereafter, the Columbia and Boone County Library shall continue to operate as a Unified Library District as provided for by the Act and this Agreement.

4.9 Perpetual Existence. The Unified District, the Columbia and Boone County Library District established pursuant to this Plan of Merger, shall be in perpetual existence, unless terminated pursuant to Law.

IN WITNESS WHEREOF, this Agreement, this Plan of Merger, has been executed by and on behalf of each of the Columbia Library District Board of Trustees and the Boone County Library District Board of Trustees, after approval by each of such Boards of Trustees, by their respective presidents of each of such Boards, with the merger of the Boone County Library District and the Columbia Library District provided for by this Plan of Merger to be automatically effective as of the Effective Date, subject, however, to those conditions and contingencies set forth in Article II of this Agreement.


**COLUMBIA LIBRARY DISTRICT:**

By: The Board of Trustees of the Columbia Library District

Date of Signature:

15 May 2017

By:



Name Printed:

LISA GROSTONG

its president

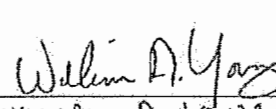
**BOONE COUNTY LIBRARY DISTRICT:**

By: The Board of Trustees of the Boone County Library District

Date of Signature:

May 11, 2017

By:



Name Printed:

WILLIAM A YOUNG

its president

**PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT  
AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY  
DISTRICT TO BE KNOWN AS  
THE COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT**

THIS PLAN OF MERGER (“this Agreement” or “this Plan”) is made and entered into effective as of the “Effective Date” hereinafter described, by and between **the Columbia Library District** (meaning the Columbia Library District of Columbia, Missouri), acting by and through the Columbia Library Board of Trustees (“the Columbia Library”), and **the Boone County Library District** (meaning the Boone County, Missouri Library District), acting by and through its Board of Trustees (“the Boone County Library”) [who are hereinafter collectively referred to as “the Parties” or “the Library Districts” and individually as a “Party” or “Library District”], with such Parties entering into this Agreement, this Plan of Merger, pursuant to the following facts, matters and circumstances:

**BACKGROUND RECITALS**  
[“Recitals”]

This Agreement, this Plan of Merger, is entered into by the Library Districts, the Columbia Library and the Boone County Library, in view of the following facts, matters and circumstances:

The Columbia Library is a city library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri.

The Boone County Library is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri.

Each of the Columbia Library and the Boone County Library serves residents within the geographic boundaries of its respective district. The Columbia Library owns a certain substantial physical building and related facilities, known as “the Columbia Public Library,” and such facility, and any other facilities now or hereafter utilized by the Columbia Library or the Boone County Library or the unified library formed by the provisions of this Plan, may be referred to herein as “Library Facilities” or a “Facility.”

Each of the Library Districts, the Columbia Library and the Boone County Library, is a participating member in, and a Constituent Library District in, a Regional Library, known as “the Daniel Boone Regional Library” (“the Regional Library”). Such Regional Library has been formed by the Library Districts, and the Callaway County Library District, pursuant to Sections 70.210 through 70.320 of the Revised Statutes of Missouri.

The Regional Library serves residents and patrons within a geographic area comprised of the respective Library Districts of the Columbia Library, the Boone County Library and the Callaway County Library.

The Boone County Library and the Columbia Library will establish, by September 1, 2017, respective tax levy rates which are equal to each other, meaning that the Columbia Library and the Boone County Library will, as of September 1, 2017, have set their respective tax rates so that the tax rates of each such Library District is equal to the tax rate of the other such Library District.

Section 182.291 of the Revised Statutes of Missouri provides that, subject to the requirements of such Missouri Statutes, the Library Districts may be merged or unified into a single unified Library District, which will be a unified library district serving all the residents within the combined geographic boundaries of the two Library Districts, meaning the Boone County Library and the Columbia Library.

It has been determined by the Board of Trustees of the Columbia Library ("the Columbia Board of Trustees") and the Board of Trustees of the Boone County Library ("the Boone County Board of Trustees") that it is in the best interests of the Columbia Library and the Boone County Library, and the residents and patrons served by such Library Districts, that the Library Districts, the Columbia Library and the Boone County Library, be merged into a single unified Library District, as provided for by such Section 182.291 of the Revised Statutes of Missouri, subject, however, to the requirements of such Section of the Missouri Statutes.

The Parties, accordingly, enter into and adopt this Plan of Merger, this Agreement.

#### AGREEMENT AND PLAN OF MERGER

NOW, THEREFORE, in view of the foregoing Recitals, the Parties hereto do hereby mutually promise, declare, covenant, state and agree as follows:

#### ARTICLE I DEFINITIONS

For purposes of this Agreement, those terms which are defined in the foregoing Recitals shall have those meanings ascribed thereto in such Recitals, unless the following provisions of this Article I of this Agreement provide different or additional definitions. For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "The Act" shall mean and refer to that section of the Missouri Statutes which allows the two Library Districts which are Parties to this Agreement to be merged together, into a unified, single Library District, such Act being Section 182.291 of the Revised Statutes of Missouri.

1.2 "Annual Operating Income of a Library District" shall mean and include all of the actual annual receipts and revenues of a Library District, and shall include all annual operating tax levy receipts, receipts of delinquent taxes, receipts of state aid, and receipts of grants, intangible taxes, and railroad taxes, and receipts of all gifts and of all other receipts and revenues of each of the respective Library Districts, meaning the Boone County Library and the Columbia Library, with all of such Annual Operating Income of each of the Library Districts to become the Annual Operating Income of the Unified Library District, the Columbia and Boone County Library District provided for by this Agreement.



1.3 “Boards of Trustees” shall mean and refer to the Boards of Trustees of each of the Library Districts, meaning the Board of Trustees of the Columbia Library and Board of Trustees of the Boone County Library.

1.4 “Boone County Library” shall mean and refer to the Boone County Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.010 through 182.130 of the Revised Statutes of Missouri, which such District excludes the Columbia Library District and the Centralia Library District.

1.5 “Columbia Library” shall mean and refer to the Columbia Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.140 through 182.301 of the Revised Statutes of Missouri.

1.6 “Contingencies” shall mean those contingencies to the effectiveness of this Plan, as such Contingencies are described in Article II below of this Agreement.

1.7 “Effective Date” shall mean the close of business on December 31, 2017.

1.8 “Facilities” shall mean and refer to each of the physical buildings and Library Facilities and all other properties, tangible and intangible, real and personal, of every kind, nature and description whatsoever, without any exception, owned by each of the respective Library Districts which are parties to this Agreement.

1.9 “Library Districts” and “Library District” shall mean and refer to each of the two Library Districts, the constituent parties, which adopt this Plan of Merger, same being the Boone County Library and the Columbia Library.

1.10 “Regional Library” or “Regional Library District” shall mean and refer to the Daniel Boone Regional Library, which is in existence, and in which each of the Library Districts is now a party, same being a regional library district established pursuant to a Daniel Boone Regional Library contract, which has been adopted and put into effect and is now in effect pursuant to Section 70.210 through 70.320 of the Revised Statutes of Missouri.

1.11 “Unified Library District” shall mean and refer to the new, unified Library District to be formed pursuant to this Plan, same to be known as “the Columbia and Boone County Library District,” and with same to be a unified library district having as its geographic boundaries the combined geographic district boundaries of each of the Library Districts, meaning of each of the Columbia Library and the Boone County Library; the intention being that the residents and patrons of each of the Columbia Library and the Boone County, the two Library Districts which are the Parties to this Agreement, shall be the residents and patrons of the new, Unified Library District, the Columbia and Boone County Library District.

**ARTICLE II**  
**CONTINGENCIES**

This Plan, and the merger/unification of the Library Districts, the Columbia Library and the Boone County Library, into a new Unified Library District, the Columbia and Boone County Library District, shall be contingent and conditioned upon the satisfaction of the following Contingencies and conditions prior to the Effective Date:

2.1. Approval by Columbia Library Board of Trustees. The Columbia Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.2. Approval by Boone County Library Board of Trustees. The Boone County Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.3 Request by Columbia Library District of City Council of City of Columbia. The Columbia Library Board of Trustees must request that the City Council of the City of Columbia, Missouri approve this Plan, and the unification/merger, pursuant to this Plan, of the Columbia Library and the Boone County Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and the City Council of the City of Columbia must have approved this Plan and such unification/merger.

2.4 Petition to County Commission of Boone County. The Boone County Library Board of Trustees and the Columbia Library Board of Trustees must petition the Commissioners of the Commission of Boone County, Missouri, to approve this Plan and to approve the unification/merger pursuant to this Plan of the Boone County Library and the Columbia Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and such County Commission must have approved this Plan and such unification/merger.

2.5 Tax Rates. The Columbia Library's Board of Trustees and the Boone County Library's Board of Trustees must have set respective tax rates, by September 1, 2017, in order that the same tax rates/tax levies shall be in effect for the Columbia Library and the Boone County Library, so that the tax rates/tax levy for the new, Unified District, the Columbia and Boone County Library District, will be the equal tax rates established by both of the Columbia Library Board of Trustees and the Boone County Board Library of Trustees.

**ARTICLE III**  
**EFFECTIVENESS OF MERGER**

If the Contingencies and conditions set forth in Article II above are satisfied prior to the Effective Date, then the Library Districts, the two Library Districts which are Parties to this Agreement, the Columbia Library and the Boone County Library, shall be automatically, without further action, merged into a new, surviving, Unified Library District, in the manner provided for by the Act, with such new, Unified Library District to be known as the "Columbia and Boone County Library District," and with such merger/unification of the Library Districts to automatically occur on the Effective Date.

**ARTICLE IV**  
**EFFECTS OF MERGER/UNIFICATION OF LIBRARY DISTRICTS**

If the merger/unification of the Library Districts provided for by Article III of this Agreement occurs, then the effects of such merger/unification shall be those provided for by the Act, and shall also include the following:

4.1 Name of Unified District. The name of the new Unified Library District shall be, as hereinabove stated in this Agreement, "The Columbia and Boone County Library District."

4.2 Formation of Unified District's Board of Trustees. The Columbia and Boone County Library District shall be under the control and supervision of a Board of Trustees ("the Board" or "the Board of Trustees") of nine (9) members. Since the population of the Boone County is less than that of the City of Columbia, as provided for by Section 182.291.3 of the Act, the County Commission of Boone County, prior to the Effective Date, shall appoint four (4) members to the Board of Trustees, with such members to serve staggered terms of one year, two years and three years each, as determined by the Boone County Commission, and the Mayor of the City of Columbia shall appoint to the Board of Trustees five (5) members, serving staggered years of one year, two years and three years each, as determined by the Mayor, and the members, as so appointed by the Boone County Commission and the Mayor of the City of Columbia shall constitute the Board of Trustees of the Columbia and Boone County Library District, commencing on the Effective Date, and with their terms in office to commence on the Effective Date. As the term of office of each member of the Board of Trustees expires, he or she shall continue in office until his or her replacement is selected and assumes office. The replacement of each member of the Board of Trustees, appointed by the County Commission, and of his or her replacements thereafter, shall be designated by the Boone County Commission. The replacement of each member of the Board of Trustees appointed by the Mayor of the City of Columbia, and of his or her replacements thereafter, shall be designated by the mayor of the City of Columbia. There shall be no limitations on the number of terms a member of the Board of Trustees may serve. The terms of office of the members of the first Board of Trustees shall end as follows:

- One year term: June 30, 2019
- Two year term: June 30, 2020
- Three year term: June 30, 2021

All members shall otherwise serve three (3) year terms beginning on July 1 of a calendar year and ending June 30 three (3) years thereafter.

4.3 Election of Officers and Approval of Bylaws. The Board of Trustees of the Columbia and Boone County Library District shall, as soon as practicable after the Effective Date, meet and elect officers, adopt and approve new Bylaws for the Columbia and Boone County Library District, and conduct such other business as is then required for purposes of managing the business and affairs of the Columbia and Boone County Library District, including approval of an amended and restated contract for the ongoing Regional Library, the Daniel Boone Regional Library, and the appointment of themselves (meaning all nine members) to the Board of Trustees of the Regional Library and the approval of necessary Operating Budgets of the Regional Library.

4.4 Ownership and Investments of Total Annual Operating Income. From and after the Effective Date, all of the total Annual Operating Incomes of each of the Columbia Library and the Boone County Library shall be the Annual Operating Income of the Columbia and Boone County Library District and shall be the property of the Columbia and Boone County Library District; provided, however, that until January 1, 2018, all operating tax funds currently invested for the Columbia Library will continue to be invested in those funds established by the City of Columbia and all tax funds of the Boone County Library will continue to be invested in those funds established by Boone County. From and after January 1, 2018, the treasurer of the Columbia and Boone County Library District will invest all funds, and all Annual Operating Income for the new Unified District, with the investment pool of Boone County.

4.5 Property and Obligations of Library Districts Become the Property and Obligations of the Unified Library District. Without further action, effective as of the Effective Date and thereafter, all of the Facilities of, and all of the real and personal property, tangible and intangible, of every kind, nature and description whatsoever of each of the Library Districts, and all of the debts and obligations, and rights, titles and interests, contracts and agreements of each of the separate Columbia Library and Boone County Library, shall become the Facilities, property, debts and obligations, rights, titles and interests and contracts and agreements of the Columbia and Boone County Library District.

4.6 Rights, Powers and Authorities of Merged District. The new Unified Library District, and its officers and its Board of Trustees shall have all of the rights, powers, responsibilities, privileges and authorities granted to county library districts by the laws of the State of Missouri, and specifically those of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, as amended and replaced from time to time, as though the new Columbia and Boone County Library District were a county library district, except, however, where such laws are inconsistent with the provisions of the Act, meaning Section 182.291 of the Revised Statutes of Missouri, and that:

a. The treasurer (sometimes referred to as “the warrant officer”) of the Board of Trustees of the Columbia and Boone County Library District shall receive and be custodian of all monies belonging to the Columbia and Boone County Library District, from whatever source derived, subject, however, to the provisions of Section 4.4 above. All funds shall be audited annually, but may be audited as a part of the audit of the Regional Library. Subject to Section 4.4 above, it is required that at least once in every month the proper finance officers of Boone County shall pay over or make available to the treasurer of the Columbia and Boone County Library District all monies received and collected for the funds of the Columbia and Boone County Library District, including interest on such monies, and shall otherwise fulfill the requirements of Section 182.291-7(2) of the Act;

b. Subject to the provisions of, and the contract for the creation and ongoing existence of the Regional Library, the Board of Trustees of the Regional Library, and the Board of Trustees of each of its Constituent Members, meaning the Board of Trustees of the Columbia and Boone County Library District, and the Board of Trustees of the Callaway County Library District, shall, for each Fiscal Year, approve an Operating Budget for the Regional Library.

4.7 Daniel Boone Regional Library. The Board of Trustees of the Columbia and Boone County Library District shall join with the Board of Trustees of the Callaway County Library, and shall review and approve an amended and restated agreement for the Regional Library, and Bylaws for the Regional Library, and the Columbia and Boone County Library District shall continue to participate as a Constituent Library District in the Regional Library until otherwise determined by the Columbia and Boone County Library District Board of Trustees or the Regional Library is otherwise dissolved or terminated.

4.8 Regional Library Terminated. If, in the future, the Regional Library is not established pursuant to an amended and restated agreement for the Regional Library, or it is thereafter dissolved or terminated, or it is determined by the Columbia and Boone County Library District Board of Trustees that the Columbia and Boone County Library should withdraw from the Regional Library, then, thereafter, the Columbia and Boone County Library shall continue to operate as a Unified Library District as provided for by the Act and this Agreement.

4.9 Perpetual Existence. The Unified District, the Columbia and Boone County Library District established pursuant to this Plan of Merger, shall be in perpetual existence, unless terminated pursuant to Law.

IN WITNESS WHEREOF, this Agreement, this Plan of Merger, has been executed by and on behalf of each of the Columbia Library District Board of Trustees and the Boone County Library District Board of Trustees, after approval by each of such Boards of Trustees, by their respective presidents of each of such Boards, with the merger of the Boone County Library District and the Columbia Library District provided for by this Plan of Merger to be automatically effective as of the Effective Date, subject, however, to those conditions and contingencies set forth in Article II of this Agreement.

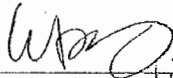
**COLUMBIA LIBRARY DISTRICT:**

By: **The Board of Trustees of the Columbia Library District**

Date of Signature:

15 May 2017

By:



Name Printed:

LISA FROSTONG

its president

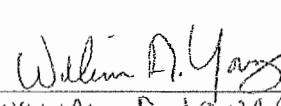
**BOONE COUNTY LIBRARY DISTRICT:**

By: **The Board of Trustees of the Boone County Library District**

Date of Signature:

May 11, 2017

By:



Name Printed:

WILLIAM A YOUNG

its president

**CERTIFIED COPY OF RESOLUTIONS OF BOARD OF TRUSTEES OF BOONE  
COUNTY LIBRARY DISTRICT**

We, the undersigned, being the president the secretary of the Board of Trustees of the Boone County Library District (hereinafter "the Boone County Library"), a county library district formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, and being the officers of such Board who have charge of the minutes and records of the Board of Trustees, do hereby state, represent and certify that the following Resolutions were adopted by the Board of Trustees of the Boone County Library District, in accordance with law and in accordance with the Bylaws of the Boone County Library District, at the regular meeting of the Board of Trustees of the Boone County Library of May 11, 2017, and that such Resolutions are now in full force and effect:

WHEREAS, the Boone County Library District is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, and the Boone County Library District is hereinafter referred to as "the Boone County Library"; and

WHEREAS, the Columbia Library District is a city library district formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri, and such Columbia Library District is hereinafter referred to as "the Columbia Library"; and

WHEREAS, the Boone County Library and the Columbia Library may hereinafter be collectively referred to as "the Library Districts" and individually as a "Library District"; and

WHEREAS, it is anticipated that each of the two Library Districts will, effective as of September 1, 2017, have adopted a library tax levy rate equal to the library tax levy rate of the other Library District, meaning that the Library Districts will have the same tax levy rates, equal tax levy rates; and

WHEREAS, the two Library Districts, the Boone County Library and the Columbia Library, will, therefore, be eligible for establishing a single, unified Library District, pursuant to the provisions of Section 182.291 of the Revised Statutes of Missouri, sometimes referred to herein as "the Act"; and

WHEREAS, the Columbia Library and the Boone County Library are both members of a regional library, known as "the Daniel Boone Regional Library", a regional library which has been formed and in existence pursuant to the provisions of Section 70.210 through 70.320 of the Revised Statutes of Missouri; and

WHEREAS, through the Daniel Boone Regional Library, the two Library Districts, in concert with the Callaway County Library, serve residents and patrons within a geographic area which includes the geographic boundaries of the Columbia Library District and the Boone County Library District and the Callaway County Library; and

WHEREAS, it is, therefore, for these and other reasons, in the very best interests of the Boone County Library and its residents and patrons, and the Columbia Library and its residents and patrons, that, subject only to certain contingencies and conditions as stated in Article II thereof, the Library Districts, the Columbia Library and the Boone County Library, should, pursuant to the Act, adopt a **“PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY DISTRICT TO BE KNOWN AS THE COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT”** (**“the Plan of Merger”**), which such Plan of Merger or Agreement is annexed to these Resolutions as **Exhibit 1** and is incorporated into these Resolutions by reference the same as though fully set forth herein verbatim; and

WHEREAS, the Board of Trustees of the Columbia Library have adopted a resolution approving the Plan of Merger; and

WHEREAS, it is, therefore, appropriate that the Plan of Merger be approved by the Board of Trustees of the Boone County Library and that the Board of Trustees of the Boone County Library join with the Board of Trustees of the Columbia Library in requesting that the County Commission of Boone County, Missouri, approve the Plan of Merger;

NOW, THEREFORE, in view of the foregoing Recitals, the Board of Trustees of the Boone County Library, hereby resolves and agree as follows:

1. Approval of Plan of Merger. The Plan of Merger shall be and it is hereby approved by the Board of Trustees of the Boone County Library and, subject to the contingencies set forth in Article II of the Plan of Merger, **Exhibit 1** to these Resolutions, it is resolved that the Library Districts, the Columbia Library and the Boone County Library, shall be merged, effective as of the Effective Date of the Plan of Merger, **Exhibit 1** to these Resolutions, into a new unified Library District, to be known as **“the Columbia and Boone County Library District,”** and the president of the Board is authorized to execute the Plan of Merger on behalf of the Boone County Library.

2. Request of County Commission. Subject to approval of the Plan of Merger by the City Council of the City of Columbia, Missouri, the Board of Trustees of the Boone County Library shall join with the Board of Trustees of the Columbia Library, and petition and request that the County Commission of Boone County, Missouri, to approve the Plan of Merger, and the merger of the Columbia Library and the Boone County Library into the new, unified library, to be known as the Columbia and Boone County Library, as provided for by the Plan of Merger, **Exhibit 1** to these Resolutions.

3. Designation of Trustees. Contingent and conditioned upon the satisfaction of those contingencies to the merger of the Library Districts as provided for by Article II of the Plan of Merger, **Exhibit 1** to these Resolutions, the Board of Trustees of the Boone County Library joins with the Board of Trustees of the Columbia Library, and requests that the County Commission of Boone County, Missouri, appoint four (4) members of the Board of Trustees of the new, consolidated library, the Columbia and Boone County Library District, as provided for by Section 4.2 of the Plan of Merger, **Exhibit 1** to these Resolutions.

IN WITNESS WHEREOF, we, the undersigned, being the president and secretary of the Board of Trustees of the Boone County Library District, have executed this certified copy of resolutions of the Board of Trustees of the Boone County Library District, and do hereby state that these resolutions were lawfully adopted, pursuant to the Bylaws and law, by the Board of Trustees of the Boone County Library District.

**BOONE COUNTY LIBRARY BOARD OF TRUSTEES:**

Date of Signature:

May 11, 2017

May 11, 2017

By: William A Young  
WILLIAM A YOUNG, President

By: Mary P. Powell  
Mary P. Powell, Secretary

**Exhibit 1** - Plan of Merger

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 11<sup>TH</sup> day of MAY, 2017, before me personally appeared WILLIAM A. YOUNG and MARY P. POWELL, to me known to be the president and secretary of the Board of Trustees of the Boone County Library District, who being by me first duly sworn did state and acknowledge that they had executed the foregoing Certified Copy of Resolutions, and that all facts and matters set forth therein are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the State and County aforesaid, the day and year first above written.

AMANDA BURKE  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for Boone County  
My Commission Expires: July 27, 2018  
Commission #14999285

Amanda Burke  
AMANDA BURKE Notary Public  
BOONE County, State of Missouri  
My commission expires: 7-27-18



**PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT  
AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY  
DISTRICT TO BE KNOWN AS  
THE COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT**

THIS PLAN OF MERGER ("this Agreement" or "this Plan") is made and entered into effective as of the "Effective Date" hereinafter described, by and between **the Columbia Library District** (meaning the Columbia Library District of Columbia, Missouri), acting by and through the Columbia Library Board of Trustees ("the Columbia Library"), and **the Boone County Library District** (meaning the Boone County, Missouri Library District), acting by and through its Board of Trustees ("the Boone County Library") [who are hereinafter collectively referred to as "the Parties" or "the Library Districts" and individually as a "Party" or "Library District"], with such Parties entering into this Agreement, this Plan of Merger, pursuant to the following facts, matters and circumstances:

**BACKGROUND RECITALS**  
["Recitals"]

This Agreement, this Plan of Merger, is entered into by the Library Districts, the Columbia Library and the Boone County Library, in view of the following facts, matters and circumstances:

The Columbia Library is a city library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri.

The Boone County Library is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri.

Each of the Columbia Library and the Boone County Library serves residents within the geographic boundaries of its respective district. The Columbia Library owns a certain substantial physical building and related facilities, known as "the Columbia Public Library," and such facility, and any other facilities now or hereafter utilized by the Columbia Library or the Boone County Library or the unified library formed by the provisions of this Plan, may be referred to herein as "Library Facilities" or a "Facility."

Each of the Library Districts, the Columbia Library and the Boone County Library, is a participating member in, and a Constituent Library District in, a Regional Library, known as "the Daniel Boone Regional Library" ("the Regional Library"). Such Regional Library has been formed by the Library Districts, and the Callaway County Library District, pursuant to Sections 70.210 through 70.320 of the Revised Statutes of Missouri.

The Regional Library serves residents and patrons within a geographic area comprised of the respective Library Districts of the Columbia Library, the Boone County Library and the Callaway County Library.

"EXHIBIT 1"

The Boone County Library and the Columbia Library will establish, by September 1, 2017, respective tax levy rates which are equal to each other, meaning that the Columbia Library and the Boone County Library will, as of September 1, 2017, have set their respective tax rates so that the tax rates of each such Library District is equal to the tax rate of the other such Library District.

Section 182.291 of the Revised Statutes of Missouri provides that, subject to the requirements of such Missouri Statutes, the Library Districts may be merged or unified into a single unified Library District, which will be a unified library district serving all the residents within the combined geographic boundaries of the two Library Districts, meaning the Boone County Library and the Columbia Library.

It has been determined by the Board of Trustees of the Columbia Library ("the Columbia Board of Trustees") and the Board of Trustees of the Boone County Library ("the Boone County Board of Trustees") that it is in the best interests of the Columbia Library and the Boone County Library, and the residents and patrons served by such Library Districts, that the Library Districts, the Columbia Library and the Boone County Library, be merged into a single unified Library District, as provided for by such Section 182.291 of the Revised Statutes of Missouri, subject, however, to the requirements of such Section of the Missouri Statutes.

The Parties, accordingly, enter into and adopt this Plan of Merger, this Agreement.

### AGREEMENT AND PLAN OF MERGER

NOW, THEREFORE, in view of the foregoing Recitals, the Parties hereto do hereby mutually promise, declare, covenant, state and agree as follows:

#### ARTICLE I DEFINITIONS

For purposes of this Agreement, those terms which are defined in the foregoing Recitals shall have those meanings ascribed thereto in such Recitals, unless the following provisions of this Article I of this Agreement provide different or additional definitions. For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "The Act" shall mean and refer to that section of the Missouri Statutes which allows the two Library Districts which are Parties to this Agreement to be merged together, into a unified, single Library District, such Act being Section 182.291 of the Revised Statutes of Missouri.

1.2 "Annual Operating Income of a Library District" shall mean and include all of the actual annual receipts and revenues of a Library District, and shall include all annual operating tax levy receipts, receipts of delinquent taxes, receipts of state aid, and receipts of grants, intangible taxes, and railroad taxes, and receipts of all gifts and of all other receipts and revenues of each of the respective Library Districts, meaning the Boone County Library and the Columbia Library, with all of such Annual Operating Income of each of the Library Districts to become the Annual Operating Income of the Unified Library District, the Columbia and Boone County Library District provided for by this Agreement.

1.3 “Boards of Trustees” shall mean and refer to the Boards of Trustees of each of the Library Districts, meaning the Board of Trustees of the Columbia Library and Board of Trustees of the Boone County Library.

1.4 “Boone County Library” shall mean and refer to the Boone County Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.010 through 182.130 of the Revised Statutes of Missouri, which such District excludes the Columbia Library District and the Centralia Library District.

1.5 “Columbia Library” shall mean and refer to the Columbia Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.140 through 182.301 of the Revised Statutes of Missouri.

1.6 “Contingencies” shall mean those contingencies to the effectiveness of this Plan, as such Contingencies are described in Article II below of this Agreement.

1.7 “Effective Date” shall mean the close of business on December 31, 2017.

1.8 “Facilities” shall mean and refer to each of the physical buildings and Library Facilities and all other properties, tangible and intangible, real and personal, of every kind, nature and description whatsoever, without any exception, owned by each of the respective Library Districts which are parties to this Agreement.

1.9 “Library Districts” and “Library District” shall mean and refer to each of the two Library Districts, the constituent parties, which adopt this Plan of Merger, same being the Boone County Library and the Columbia Library.

1.10 “Regional Library” or “Regional Library District” shall mean and refer to the Daniel Boone Regional Library, which is in existence, and in which each of the Library Districts is now a party, same being a regional library district established pursuant to a Daniel Boone Regional Library contract, which has been adopted and put into effect and is now in effect pursuant to Section 70.210 through 70.320 of the Revised Statutes of Missouri.

1.11 “Unified Library District” shall mean and refer to the new, unified Library District to be formed pursuant to this Plan, same to be known as “the Columbia and Boone County Library District,” and with same to be a unified library district having as its geographic boundaries the combined geographic district boundaries of each of the Library Districts, meaning of each of the Columbia Library and the Boone County Library; the intention being that the residents and patrons of each of the Columbia Library and the Boone County, the two Library Districts which are the Parties to this Agreement, shall be the residents and patrons of the new, Unified Library District, the Columbia and Boone County Library District.

**ARTICLE II**  
**CONTINGENCIES**

This Plan, and the merger/unification of the Library Districts, the Columbia Library and the Boone County Library, into a new Unified Library District, the Columbia and Boone County Library District, shall be contingent and conditioned upon the satisfaction of the following Contingencies and conditions prior to the Effective Date:

2.1. Approval by Columbia Library Board of Trustees. The Columbia Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.2. Approval by Boone County Library Board of Trustees. The Boone County Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.3 Request by Columbia Library District of City Council of City of Columbia. The Columbia Library Board of Trustees must request that the City Council of the City of Columbia, Missouri approve this Plan, and the unification/merger, pursuant to this Plan, of the Columbia Library and the Boone County Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and the City Council of the City of Columbia must have approved this Plan and such unification/merger.

2.4 Petition to County Commission of Boone County. The Boone County Library Board of Trustees and the Columbia Library Board of Trustees must petition the Commissioners of the Commission of Boone County, Missouri, to approve this Plan and to approve the unification/merger pursuant to this Plan of the Boone County Library and the Columbia Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and such County Commission must have approved this Plan and such unification/merger.

2.5 Tax Rates. The Columbia Library's Board of Trustees and the Boone County Library's Board of Trustees must have set respective tax rates, by September 1, 2017, in order that the same tax rates/tax levies shall be in effect for the Columbia Library and the Boone County Library, so that the tax rates/tax levy for the new, Unified District, the Columbia and Boone County Library District, will be the equal tax rates established by both of the Columbia Library Board of Trustees and the Boone County Board Library of Trustees.

**ARTICLE III**  
**EFFECTIVENESS OF MERGER**

If the Contingencies and conditions set forth in Article II above are satisfied prior to the Effective Date, then the Library Districts, the two Library Districts which are Parties to this Agreement, the Columbia Library and the Boone County Library, shall be automatically, without further action, merged into a new, surviving, Unified Library District, in the manner provided for by the Act, with such new, Unified Library District to be known as the "Columbia and Boone County Library District," and with such merger/unification of the Library Districts to automatically occur on the Effective Date.

**ARTICLE IV**  
**EFFECTS OF MERGER/UNIFICATION OF LIBRARY DISTRICTS**

If the merger/unification of the Library Districts provided for by Article III of this Agreement occurs, then the effects of such merger/unification shall be those provided for by the Act, and shall also include the following:

4.1 Name of Unified District. The name of the new Unified Library District shall be, as hereinabove stated in this Agreement, "The Columbia and Boone County Library District."

4.2 Formation of Unified District's Board of Trustees. The Columbia and Boone County Library District shall be under the control and supervision of a Board of Trustees ("the Board" or "the Board of Trustees") of nine (9) members. Since the population of the Boone County is less than that of the City of Columbia, as provided for by Section 182.291.3 of the Act, the County Commission of Boone County, prior to the Effective Date, shall appoint four (4) members to the Board of Trustees, with such members to serve staggered terms of one year, two years and three years each, as determined by the Boone County Commission, and the Mayor of the City of Columbia shall appoint to the Board of Trustees five (5) members, serving staggered years of one year, two years and three years each, as determined by the Mayor, and the members, as so appointed by the Boone County Commission and the Mayor of the City of Columbia shall constitute the Board of Trustees of the Columbia and Boone County Library District, commencing on the Effective Date, and with their terms in office to commence on the Effective Date. As the term of office of each member of the Board of Trustees expires, he or she shall continue in office until his or her replacement is selected and assumes office. The replacement of each member of the Board of Trustees, appointed by the County Commission, and of his or her replacements thereafter, shall be designated by the Boone County Commission. The replacement of each member of the Board of Trustees appointed by the Mayor of the City of Columbia, and of his or her replacements thereafter, shall be designated by the mayor of the City of Columbia. There shall be no limitations on the number of terms a member of the Board of Trustees may serve. The terms of office of the members of the first Board of Trustees shall end as follows:

- One year term: June 30, 2019
- Two year term: June 30, 2020
- Three year term: June 30, 2021

All members shall otherwise serve three (3) year terms beginning on July 1 of a calendar year and ending June 30 three (3) years thereafter.

4.3 Election of Officers and Approval of Bylaws. The Board of Trustees of the Columbia and Boone County Library District shall, as soon as practicable after the Effective Date, meet and elect officers, adopt and approve new Bylaws for the Columbia and Boone County Library District, and conduct such other business as is then required for purposes of managing the business and affairs of the Columbia and Boone County Library District, including approval of an amended and restated contract for the ongoing Regional Library, the Daniel Boone Regional Library, and the appointment of themselves (meaning all nine members) to the Board of Trustees of the Regional Library and the approval of necessary Operating Budgets of the Regional Library.

4.4 Ownership and Investments of Total Annual Operating Income. From and after the Effective Date, all of the total Annual Operating Incomes of each of the Columbia Library and the Boone County Library shall be the Annual Operating Income of the Columbia and Boone County Library District and shall be the property of the Columbia and Boone County Library District; provided, however, that until January 1, 2018, all operating tax funds currently invested for the Columbia Library will continue to be invested in those funds established by the City of Columbia and all tax funds of the Boone County Library will continue to be invested in those funds established by Boone County. From and after January 1, 2018, the treasurer of the Columbia and Boone County Library District will invest all funds, and all Annual Operating Income for the new Unified District, with the investment pool of Boone County.

4.5 Property and Obligations of Library Districts Become the Property and Obligations of the Unified Library District. Without further action, effective as of the Effective Date and thereafter, all of the Facilities of, and all of the real and personal property, tangible and intangible, of every kind, nature and description whatsoever of each of the Library Districts, and all of the debts and obligations, and rights, titles and interests, contracts and agreements of each of the separate Columbia Library and Boone County Library, shall become the Facilities, property, debts and obligations, rights, titles and interests and contracts and agreements of the Columbia and Boone County Library District.

4.6 Rights, Powers and Authorities of Merged District. The new Unified Library District, and its officers and its Board of Trustees shall have all of the rights, powers, responsibilities, privileges and authorities granted to county library districts by the laws of the State of Missouri, and specifically those of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, as amended and replaced from time to time, as though the new Columbia and Boone County Library District were a county library district, except, however, where such laws are inconsistent with the provisions of the Act, meaning Section 182.291 of the Revised Statutes of Missouri, and that:

a. The treasurer (sometimes referred to as “the warrant officer”) of the Board of Trustees of the Columbia and Boone County Library District shall receive and be custodian of all monies belonging to the Columbia and Boone County Library District, from whatever source derived, subject, however, to the provisions of Section 4.4 above. All funds shall be audited annually, but may be audited as a part of the audit of the Regional Library. Subject to Section 4.4 above, it is required that at least once in every month the proper finance officers of Boone County shall pay over or make available to the treasurer of the Columbia and Boone County Library District all monies received and collected for the funds of the Columbia and Boone County Library District, including interest on such monies, and shall otherwise fulfill the requirements of Section 182.291-7(2) of the Act;

b. Subject to the provisions of, and the contract for the creation and ongoing existence of the Regional Library, the Board of Trustees of the Regional Library, and the Board of Trustees of each of its Constituent Members, meaning the Board of Trustees of the Columbia and Boone County Library District, and the Board of Trustees of the Callaway County Library District, shall, for each Fiscal Year, approve an Operating Budget for the Regional Library.

4.7 Daniel Boone Regional Library. The Board of Trustees of the Columbia and Boone County Library District shall join with the Board of Trustees of the Callaway County Library, and shall review and approve an amended and restated agreement for the Regional Library, and Bylaws for the Regional Library, and the Columbia and Boone County Library District shall continue to participate as a Constituent Library District in the Regional Library until otherwise determined by the Columbia and Boone County Library District Board of Trustees or the Regional Library is otherwise dissolved or terminated.

4.8 Regional Library Terminated. If, in the future, the Regional Library is not established pursuant to an amended and restated agreement for the Regional Library, or it is thereafter dissolved or terminated, or it is determined by the Columbia and Boone County Library District Board of Trustees that the Columbia and Boone County Library should withdraw from the Regional Library, then, thereafter, the Columbia and Boone County Library shall continue to operate as a Unified Library District as provided for by the Act and this Agreement.

4.9 Perpetual Existence. The Unified District, the Columbia and Boone County Library District established pursuant to this Plan of Merger, shall be in perpetual existence, unless terminated pursuant to Law.

IN WITNESS WHEREOF, this Agreement, this Plan of Merger, has been executed by and on behalf of each of the Columbia Library District Board of Trustees and the Boone County Library District Board of Trustees, after approval by each of such Boards of Trustees, by their respective presidents of each of such Boards, with the merger of the Boone County Library District and the Columbia Library District provided for by this Plan of Merger to be automatically effective as of the Effective Date, subject, however, to those conditions and contingencies set forth in Article II of this Agreement.

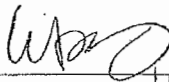
**COLUMBIA LIBRARY DISTRICT:**

By: The Board of Trustees of the Columbia Library District

Date of Signature:

15 May 2017

By:



Name Printed:

LISA GROSHONG

its president

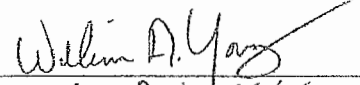
**BOONE COUNTY LIBRARY DISTRICT:**

By: The Board of Trustees of the Boone County Library District

Date of Signature:

May 11, 2017

By:



Name Printed:

WILLIAM A YOUNG

its president

**CERTIFIED COPY OF RESOLUTIONS OF BOARD OF TRUSTEES OF THE  
COLUMBIA LIBRARY DISTRICT**

We, the undersigned, being the president of, and the secretary of, the Board of Trustees of the Columbia Library District, a city library district formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the Sections 182.140 through 182.201 of the Revised Statutes of Missouri, and being the officers of such Board of Trustees who have of charge the minutes and records of the Board of Trustees, do hereby state, represent and certify that the Board of Trustees of the Columbia Library District did, pursuant to the Bylaws of such Board of Trustees and law, adopt and put in force the following Resolutions, at its regular meeting of May 11, 2017, and that such Resolutions are now in full force and effect:

WHEREAS, the Columbia Library District is a library district of the State of Missouri, a city library district, as formed pursuant to the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri; and

WHEREAS, the Boone County Library District is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri; and

WHEREAS, it is anticipated that the Columbia Library District (hereinafter "the Columbia Library") and the Boone County Library District (hereinafter "the Boone County Library") will, by September 1, 2017, adopt the same library tax levy rates, meaning that each of the two Library Districts will have a library tax levy rate equal to that of the other said Library District and, therefore, the Columbia Library and Boone County Library will have fulfilled a qualification for merger/unification into a single, unified library district, as provided for by Section 182.291 of the Revised Statutes of Missouri (sometimes referred to herein as "the Act"); and

WHEREAS, the Columbia Library and the Boone County Library (hereinafter referred to collectively as "the Library Districts" and singularly as a "Library District") are both members of a regional library, known as the "Daniel Boone Regional Library," a regional library which has been formed and is in existence pursuant to the provisions of Sections 70.210 through 70.320 of the Revised Statutes of Missouri; and

WHEREAS, the two Library Districts, the Columbia Library and the Boone County Library, in concert with the Callaway County Library, serve residents and patrons within a geographic area which includes the combined geographic boundaries of the Columbia Library District, the Boone County Library District and the Callaway County Library District; and

WHEREAS, it is, therefore, for these and other reasons, in the very best interests of the Columbia Library, and its residents and patrons, and the Boone County Library, and its residents and patrons, that, subject only to certain contingencies and conditions as stated in Article II thereof, the Library Districts, the Columbia Library and the Boone County Library, should, pursuant to the Act, adopt a "**PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY DISTRICT TO BE KNOWN AS THE**



**COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT**” (“the Plan of Merger”), which such Plan of Merger or Agreement is annexed to these Resolutions as **Exhibit 1** and is incorporated into these Resolutions by reference the same as though fully set forth herein verbatim; and

WHEREAS, it is proper and appropriate that the Board of Trustees of the Columbia Library request and petition the City Council of the City of Columbia to approve the Plan of Merger (“the Plan”) as set forth in such Plan of Merger.

NOW, THEREFORE, in view of the foregoing Recitals, the Board of Trustees of the Columbia Library, does hereby resolve and agree as follows:

1. Approval of Plan of Merger. The Plan of Merger, as set forth in **Exhibit 1** to these Resolutions, which is incorporated into these Resolutions by reference, shall be and it is hereby approved and adopted by the Board of Trustees of the Columbia Library, and the president of the Board of Trustees shall be and is hereby directed, instructed and authorized to execute such Plan of Merger in the name of and on behalf of the Columbia Library Board of Trustees.

2. Petition to City Council. The Board of Trustees of the Columbia Library District hereby requests of the City Council of the City of Columbia, Missouri (“the City Council”), that such City Council approve the Plan of Merger and the creation of the new, unified, Library District provided for by the Plan of Merger, to be known as the “Columbia and Boone County Library District.”

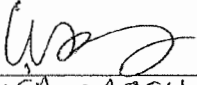
3. Request of Mayor. Contingent and conditioned upon the satisfaction of those contingencies set forth in Article II of the Plan of Merger for the effectiveness of the Plan of Merger, the Board of Trustees of the Columbia Library hereby requests that the Mayor of the City of Columbia appoint five (5) members to the Board of Trustees of the Unified District, the Columbia and Boone County Library District, to serve staggered terms, all as provided for by Section 4.2 of the Plan of Merger, **Exhibit 1** to these Resolutions.

4. Joinder with Board of Trustees of Boone County Library. If the Plan of Merger is approved by the City Council, then the Board of Trustees of the Columbia Library shall join with the Board of Trustees of the Boone County Library District in requesting that the Commissioners of the County Commission of Boone County, Missouri approve the Plan of Merger, **Exhibit 1** to these Resolutions, and that the County Commission appoint four (4) members to the Board of Trustees of the new, unified Library District, the Columbia and Boone County Library District, as provided for by Section 4.2 of the Plan of Merger, **Exhibit 1** to these Resolutions.

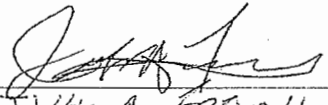
IN WITNESS WHEREOF, we, the undersigned, being the president and secretary of the Board of Trustees of the Columbia Library District, have executed this certified copy of resolutions of the Board of Trustees of the Columbia Library District, and do hereby state that these resolutions were lawfully adopted, pursuant to the Bylaws and law, by the Board of Trustees of the Columbia Library District and are in effect.

**COLUMBIA LIBRARY BOARD OF TRUSTEES:**

Date of Signature:  
5-11-17

By:   
LISA GROCHONG, President

Date of Signature:  
05/11/2017

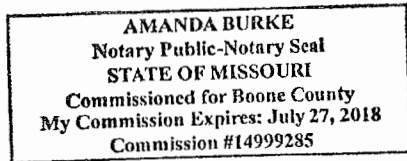
By:   
John A. FRENCH, Secretary

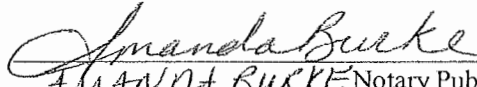
**Exhibit 1 - Plan of Merger**

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 11<sup>TH</sup> day of MAY, 2017, before me personally appeared LISA GROCHONG and JOHN A. FRENCH to me known to be the president and secretary of the Board of Trustees of the Columbia Library District, who being by me first duly sworn did state and acknowledge that they had executed the foregoing Certified Copy of Resolutions, and that all facts and matters set forth therein are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the State and County aforesaid, the day and year first above written.



  
AMANDA BURKE Notary Public  
BOONE County, State of Missouri  
My commission expires: 7-27-18

**PLAN OF MERGER OF/UNIFICATION OF THE COLUMBIA LIBRARY DISTRICT  
AND THE BOONE COUNTY LIBRARY DISTRICT INTO A UNIFIED LIBRARY  
DISTRICT TO BE KNOWN AS  
THE COLUMBIA AND BOONE COUNTY LIBRARY DISTRICT**

THIS PLAN OF MERGER ("this Agreement" or "this Plan") is made and entered into effective as of the "Effective Date" hereinafter described, by and between **the Columbia Library District** (meaning the Columbia Library District of Columbia, Missouri), acting by and through the Columbia Library Board of Trustees ("the Columbia Library"), and **the Boone County Library District** (meaning the Boone County, Missouri Library District), acting by and through its Board of Trustees ("the Boone County Library") [who are hereinafter collectively referred to as "the Parties" or "the Library Districts" and individually as a "Party" or "Library District"], with such Parties entering into this Agreement, this Plan of Merger, pursuant to the following facts, matters and circumstances:

**BACKGROUND RECITALS**  
["Recitals"]

This Agreement, this Plan of Merger, is entered into by the Library Districts, the Columbia Library and the Boone County Library, in view of the following facts, matters and circumstances:

The Columbia Library is a city library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.140 through 182.201 of the Revised Statutes of Missouri.

The Boone County Library is a county library district, formed and in existence pursuant to the provisions of Chapter 182 of the Revised Statutes of Missouri, and specifically the provisions of Sections 182.010 through 182.130 of the Revised Statutes of Missouri.

Each of the Columbia Library and the Boone County Library serves residents within the geographic boundaries of its respective district. The Columbia Library owns a certain substantial physical building and related facilities, known as "the Columbia Public Library," and such facility, and any other facilities now or hereafter utilized by the Columbia Library or the Boone County Library or the unified library formed by the provisions of this Plan, may be referred to herein as "Library Facilities" or a "Facility."

Each of the Library Districts, the Columbia Library and the Boone County Library, is a participating member in, and a Constituent Library District in, a Regional Library, known as "the Daniel Boone Regional Library" ("the Regional Library"). Such Regional Library has been formed by the Library Districts, and the Callaway County Library District, pursuant to Sections 70.210 through 70.320 of the Revised Statutes of Missouri.

The Regional Library serves residents and patrons within a geographic area comprised of the respective Library Districts of the Columbia Library, the Boone County Library and the Callaway County Library.

"EXHIBIT 1"

The Boone County Library and the Columbia Library will establish, by September 1, 2017, respective tax levy rates which are equal to each other, meaning that the Columbia Library and the Boone County Library will, as of September 1, 2017, have set their respective tax rates so that the tax rates of each such Library District is equal to the tax rate of the other such Library District.

Section 182.291 of the Revised Statutes of Missouri provides that, subject to the requirements of such Missouri Statutes, the Library Districts may be merged or unified into a single unified Library District, which will be a unified library district serving all the residents within the combined geographic boundaries of the two Library Districts, meaning the Boone County Library and the Columbia Library.

It has been determined by the Board of Trustees of the Columbia Library ("the Columbia Board of Trustees") and the Board of Trustees of the Boone County Library ("the Boone County Board of Trustees") that it is in the best interests of the Columbia Library and the Boone County Library, and the residents and patrons served by such Library Districts, that the Library Districts, the Columbia Library and the Boone County Library, be merged into a single unified Library District, as provided for by such Section 182.291 of the Revised Statutes of Missouri, subject, however, to the requirements of such Section of the Missouri Statutes.

The Parties, accordingly, enter into and adopt this Plan of Merger, this Agreement.

#### AGREEMENT AND PLAN OF MERGER

NOW, THEREFORE, in view of the foregoing Recitals, the Parties hereto do hereby mutually promise, declare, covenant, state and agree as follows:

#### ARTICLE I DEFINITIONS

For purposes of this Agreement, those terms which are defined in the foregoing Recitals shall have those meanings ascribed thereto in such Recitals, unless the following provisions of this Article I of this Agreement provide different or additional definitions. For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "The Act" shall mean and refer to that section of the Missouri Statutes which allows the two Library Districts which are Parties to this Agreement to be merged together, into a unified, single Library District, such Act being Section 182.291 of the Revised Statutes of Missouri.

1.2 "Annual Operating Income of a Library District" shall mean and include all of the actual annual receipts and revenues of a Library District, and shall include all annual operating tax levy receipts, receipts of delinquent taxes, receipts of state aid, and receipts of grants, intangible taxes, and railroad taxes, and receipts of all gifts and of all other receipts and revenues of each of the respective Library Districts, meaning the Boone County Library and the Columbia Library, with all of such Annual Operating Income of each of the Library Districts to become the Annual Operating Income of the Unified Library District, the Columbia and Boone County Library District provided for by this Agreement.

1.3 “Boards of Trustees” shall mean and refer to the Boards of Trustees of each of the Library Districts, meaning the Board of Trustees of the Columbia Library and Board of Trustees of the Boone County Library.

1.4 “Boone County Library” shall mean and refer to the Boone County Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.010 through 182.130 of the Revised Statutes of Missouri, which such District excludes the Columbia Library District and the Centralia Library District.

1.5 “Columbia Library” shall mean and refer to the Columbia Library District, as described in the foregoing Recitals and as established pursuant to Sections 182.140 through 182.301 of the Revised Statutes of Missouri.

1.6 “Contingencies” shall mean those contingencies to the effectiveness of this Plan, as such Contingencies are described in Article II below of this Agreement.

1.7 “Effective Date” shall mean the close of business on December 31, 2017.

1.8 “Facilities” shall mean and refer to each of the physical buildings and Library Facilities and all other properties, tangible and intangible, real and personal, of every kind, nature and description whatsoever, without any exception, owned by each of the respective Library Districts which are parties to this Agreement.

1.9 “Library Districts” and “Library District” shall mean and refer to each of the two Library Districts, the constituent parties, which adopt this Plan of Merger, same being the Boone County Library and the Columbia Library.

1.10 “Regional Library” or “Regional Library District” shall mean and refer to the Daniel Boone Regional Library, which is in existence, and in which each of the Library Districts is now a party, same being a regional library district established pursuant to a Daniel Boone Regional Library contract, which has been adopted and put into effect and is now in effect pursuant to Section 70.210 through 70.320 of the Revised Statutes of Missouri.

1.11 “Unified Library District” shall mean and refer to the new, unified Library District to be formed pursuant to this Plan, same to be known as “the Columbia and Boone County Library District,” and with same to be a unified library district having as its geographic boundaries the combined geographic district boundaries of each of the Library Districts, meaning of each of the Columbia Library and the Boone County Library; the intention being that the residents and patrons of each of the Columbia Library and the Boone County, the two Library Districts which are the Parties to this Agreement, shall be the residents and patrons of the new, Unified Library District, the Columbia and Boone County Library District.

**ARTICLE II**  
**CONTINGENCIES**

This Plan, and the merger/unification of the Library Districts, the Columbia Library and the Boone County Library, into a new Unified Library District, the Columbia and Boone County Library District, shall be contingent and conditioned upon the satisfaction of the following Contingencies and conditions prior to the Effective Date:

2.1. Approval by Columbia Library Board of Trustees. The Columbia Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.2. Approval by Boone County Library Board of Trustees. The Boone County Library Board of Trustees, by its vote, must adopt a resolution approving and adopting this Plan.

2.3. Request by Columbia Library District of City Council of City of Columbia. The Columbia Library Board of Trustees must request that the City Council of the City of Columbia, Missouri approve this Plan, and the unification/merger, pursuant to this Plan, of the Columbia Library and the Boone County Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and the City Council of the City of Columbia must have approved this Plan and such unification/merger.

2.4. Petition to County Commission of Boone County. The Boone County Library Board of Trustees and the Columbia Library Board of Trustees must petition the Commissioners of the Commission of Boone County, Missouri, to approve this Plan and to approve the unification/merger pursuant to this Plan of the Boone County Library and the Columbia Library into the new, Unified Library District, to be known as the Columbia and Boone County Library District, and such County Commission must have approved this Plan and such unification/merger.

2.5. Tax Rates. The Columbia Library's Board of Trustees and the Boone County Library's Board of Trustees must have set respective tax rates, by September 1, 2017, in order that the same tax rates/tax levies shall be in effect for the Columbia Library and the Boone County Library, so that the tax rates/tax levy for the new, Unified District, the Columbia and Boone County Library District, will be the equal tax rates established by both of the Columbia Library Board of Trustees and the Boone County Board Library of Trustees.

**ARTICLE III**  
**EFFECTIVENESS OF MERGER**

If the Contingencies and conditions set forth in Article II above are satisfied prior to the Effective Date, then the Library Districts, the two Library Districts which are Parties to this Agreement, the Columbia Library and the Boone County Library, shall be automatically, without further action, merged into a new, surviving, Unified Library District, in the manner provided for by the Act, with such new, Unified Library District to be known as the "Columbia and Boone County Library District," and with such merger/unification of the Library Districts to automatically occur on the Effective Date.

**ARTICLE IV**  
**EFFECTS OF MERGER/UNIFICATION OF LIBRARY DISTRICTS**

If the merger/unification of the Library Districts provided for by Article III of this Agreement occurs, then the effects of such merger/unification shall be those provided for by the Act, and shall also include the following:

4.1 Name of Unified District. The name of the new Unified Library District shall be, as hereinabove stated in this Agreement, "The Columbia and Boone County Library District."

4.2 Formation of Unified District's Board of Trustees. The Columbia and Boone County Library District shall be under the control and supervision of a Board of Trustees ("the Board" or "the Board of Trustees") of nine (9) members. Since the population of the Boone County is less than that of the City of Columbia, as provided for by Section 182.291.3 of the Act, the County Commission of Boone County, prior to the Effective Date, shall appoint four (4) members to the Board of Trustees, with such members to serve staggered terms of one year, two years and three years each, as determined by the Boone County Commission, and the Mayor of the City of Columbia shall appoint to the Board of Trustees five (5) members, serving staggered years of one year, two years and three years each, as determined by the Mayor, and the members, as so appointed by the Boone County Commission and the Mayor of the City of Columbia shall constitute the Board of Trustees of the Columbia and Boone County Library District, commencing on the Effective Date, and with their terms in office to commence on the Effective Date. As the term of office of each member of the Board of Trustees expires, he or she shall continue in office until his or her replacement is selected and assumes office. The replacement of each member of the Board of Trustees, appointed by the County Commission, and of his or her replacements thereafter, shall be designated by the Boone County Commission. The replacement of each member of the Board of Trustees appointed by the Mayor of the City of Columbia, and of his or her replacements thereafter, shall be designated by the mayor of the City of Columbia. There shall be no limitations on the number of terms a member of the Board of Trustees may serve. The terms of office of the members of the first Board of Trustees shall end as follows:

- One year term: June 30, 2019
- Two year term: June 30, 2020
- Three year term: June 30, 2021

All members shall otherwise serve three (3) year terms beginning on July 1 of a calendar year and ending June 30 three (3) years thereafter.

4.3 Election of Officers and Approval of Bylaws. The Board of Trustees of the Columbia and Boone County Library District shall, as soon as practicable after the Effective Date, meet and elect officers, adopt and approve new Bylaws for the Columbia and Boone County Library District, and conduct such other business as is then required for purposes of managing the business and affairs of the Columbia and Boone County Library District, including approval of an amended and restated contract for the ongoing Regional Library, the Daniel Boone Regional Library, and the appointment of themselves (meaning all nine members) to the Board of Trustees of the Regional Library and the approval of necessary Operating Budgets of the Regional Library.

4.4 Ownership and Investments of Total Annual Operating Income. From and after the Effective Date, all of the total Annual Operating Incomes of each of the Columbia Library and the Boone County Library shall be the Annual Operating Income of the Columbia and Boone County Library District and shall be the property of the Columbia and Boone County Library District; provided, however, that until January 1, 2018, all operating tax funds currently invested for the Columbia Library will continue to be invested in those funds established by the City of Columbia and all tax funds of the Boone County Library will continue to be invested in those funds established by Boone County. From and after January 1, 2018, the treasurer of the Columbia and Boone County Library District will invest all funds, and all Annual Operating Income for the new Unified District, with the investment pool of Boone County.

4.5 Property and Obligations of Library Districts Become the Property and Obligations of the Unified Library District. Without further action, effective as of the Effective Date and thereafter, all of the Facilities of, and all of the real and personal property, tangible and intangible, of every kind, nature and description whatsoever of each of the Library Districts, and all of the debts and obligations, and rights, titles and interests, contracts and agreements of each of the separate Columbia Library and Boone County Library, shall become the Facilities, property, debts and obligations, rights, titles and interests and contracts and agreements of the Columbia and Boone County Library District.

4.6 Rights, Powers and Authorities of Merged District. The new Unified Library District, and its officers and its Board of Trustees shall have all of the rights, powers, responsibilities, privileges and authorities granted to county library districts by the laws of the State of Missouri, and specifically those of Sections 182.010 through 182.130 of the Revised Statutes of Missouri, as amended and replaced from time to time, as though the new Columbia and Boone County Library District were a county library district, except, however, where such laws are inconsistent with the provisions of the Act, meaning Section 182.291 of the Revised Statutes of Missouri, and that:

a. The treasurer (sometimes referred to as “the warrant officer”) of the Board of Trustees of the Columbia and Boone County Library District shall receive and be custodian of all monies belonging to the Columbia and Boone County Library District, from whatever source derived, subject, however, to the provisions of Section 4.4 above. All funds shall be audited annually, but may be audited as a part of the audit of the Regional Library. Subject to Section 4.4 above, it is required that at least once in every month the proper finance officers of Boone County shall pay over or make available to the treasurer of the Columbia and Boone County Library District all monies received and collected for the funds of the Columbia and Boone County Library District, including interest on such monies, and shall otherwise fulfill the requirements of Section 182.291-7(2) of the Act;

b. Subject to the provisions of, and the contract for the creation and ongoing existence of the Regional Library, the Board of Trustees of the Regional Library, and the Board of Trustees of each of its Constituent Members, meaning the Board of Trustees of the Columbia and Boone County Library District, and the Board of Trustees of the Callaway County Library District, shall, for each Fiscal Year, approve an Operating Budget for the Regional Library.



4.7 Daniel Boone Regional Library. The Board of Trustees of the Columbia and Boone County Library District shall join with the Board of Trustees of the Callaway County Library, and shall review and approve an amended and restated agreement for the Regional Library, and Bylaws for the Regional Library; and the Columbia and Boone County Library District shall continue to participate as a Constituent Library District in the Regional Library until otherwise determined by the Columbia and Boone County Library District Board of Trustees or the Regional Library is otherwise dissolved or terminated.

4.8 Regional Library Terminated. If, in the future, the Regional Library is not established pursuant to an amended and restated agreement for the Regional Library, or it is thereafter dissolved or terminated, or it is determined by the Columbia and Boone County Library District Board of Trustees that the Columbia and Boone County Library should withdraw from the Regional Library, then, thereafter, the Columbia and Boone County Library shall continue to operate as a Unified Library District as provided for by the Act and this Agreement.

4.9 Perpetual Existence. The Unified District, the Columbia and Boone County Library District established pursuant to this Plan of Merger, shall be in perpetual existence, unless terminated pursuant to Law.

IN WITNESS WHEREOF, this Agreement, this Plan of Merger, has been executed by and on behalf of each of the Columbia Library District Board of Trustees and the Boone County Library District Board of Trustees, after approval by each of such Boards of Trustees, by their respective presidents of each of such Boards, with the merger of the Boone County Library District and the Columbia Library District provided for by this Plan of Merger to be automatically effective as of the Effective Date, subject, however, to those conditions and contingencies set forth in Article II of this Agreement.

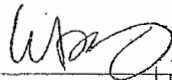
**COLUMBIA LIBRARY DISTRICT:**

By: The Board of Trustees of the Columbia Library District

Date of Signature:

15 May 2017

By:



Name Printed:

LISA GROSTONG

its president

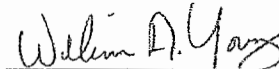
**BOONE COUNTY LIBRARY DISTRICT:**

By: The Board of Trustees of the Boone County Library District

Date of Signature:

May 11, 2017

By:



Name Printed:

WILLIAM A YOUNG

its president

023223

Permanent Transfer  
Not for Clerk Office

Introduced by Treece

First Reading 6-5-17 Second Reading 6-19-17

Ordinance No. 023223 Council Bill No. B 168-17

**AN ORDINANCE**

consenting to the filing of a petition by the Board of Trustees of the Columbia Library District with the Boone County Commission to permit the organization of a city-county library to provide unified library services to be known as the "Columbia and Boone County Library District;" approving the proposed plan of merger; providing for formation and appointment of Board of Trustees to the Columbia and Boone County Library District Board; authorizing the transfer of property; and fixing the time when this ordinance shall become effective.

WHEREAS, the Columbia Library District was established pursuant to the provisions of Sections 182.140 through 182.201 RSMo.; and

WHEREAS, the Columbia Library District has operated through a cooperative intergovernmental agreement as part of a regional library system known as the Daniel Boone Regional Library, which was formed by the Columbia Library District, the Boone County Library District and the Callaway County Library District, to provide comprehensive library services to residents and patrons within the geographic areas of the cooperating districts; and

WHEREAS, pursuant to Section 182.291.1 RSMo., the Columbia Library District Board of Trustees has requested approval of the City Council to petition the County of Boone to permit the organization of a unified city-county library to provide library services to the combined residents of the Columbia Library District and the Boone County Library District through creation of new unified city-county library district; and

WHEREAS, a Plan of Merger of the Columbia Library District and Boone County Library District to create a unified library district has also been submitted to the City for approval; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City of Columbia to approve the Petition of the Columbia Library District Board of Trustees seeking organization of a unified city-county library district; and

WHEREAS, the City Council further finds it to be in the best interest of the citizens of the City of Columbia to approve and endorse the Plan of Merger of the Columbia Library District and Boone County Library District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. Consent to Petition. The City Council does hereby consent to and approve the filing of a petition by the Board of Trustees of the Columbia Library District with the Boone County Commission to permit the organization of a city-county library to provide unified library services to the residents of the city and county to be known as the "Columbia and Boone County Library District."

SECTION 2. Approval of Plan of Merger. The City Council does hereby endorse and approve the "Plan of Merger of/Unification of the Columbia Library District and the Boone County Library District into a Unified Library District to be Known as the Columbia and Boone County Library District" in substantially the same form as submitted to the City Council by Resolution of the Columbia Library District Board of Trustees and attached hereto as "Exhibit A."

SECTION 3. Formation and Appointment of Columbia and Boone County Library District Board of Trustees. If merger of the Columbia Library District and the Boone County Library District is approved by the Boone County Commission and the contingencies set forth in Article II of the Plan of Merger are satisfied, the Mayor shall appoint five (5) members to the Board of Trustees of the Columbia and Boone County Library District and the Boone County Commission shall appoint four (4) members to the Board of Trustees. The members of the Library Board of Trustees shall serve a term of three (3) years or until their successors are appointed and qualified; except that the original members shall, in coordination with appointments made by the Boone County Commission, serve staggered terms ranging from one (1) to three (3) years. The effective date of appointment for the first Board of Trustees of the Columbia and Boone County Library District shall be the close of business operations of the Columbia Library District on December 31, 2017. The terms of office of the initial members of the first Board of Trustees of the Columbia and Boone County Library District shall end as follows: One (1) year staggered term shall end on June 30, 2019; two (2) year staggered term shall end on June 30, 2020; three (3) year staggered term shall end on June 30, 2021. Thereafter, the terms of office shall begin on July of a calendar year and end on June 30 three (3) years thereafter or until a qualified successor is appointed.

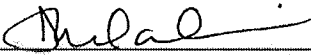
SECTION 4. Transfer of Property. If merger of the Columbia Library District and the Boone County Library District is approved by the Boone County Commission, and the contingencies set forth in Article II of the Plan of Merger are satisfied, at the close of business operations on December 31, 2017 the Columbia Library District and Columbia Library District Board of Trustees shall cease to exist. The Columbia Library District Board of Trustees shall turn over all property, books and records relating to the Columbia Library District to the Columbia and Boone County Library District Board of Trustees. The city

manager, finance director and any other city officials having care, custody or control over property or funds of Columbia Library District assets are hereby authorized to take any and all actions necessary or incidental to effectuate the transfer of such property or funds to the Columbia and Boone County Library District as set forth in the Plan of Merger and Chapter 182 RSMo.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after its passage.


PASSED this 19th day of June, 2017.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

# 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

29th

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 Center Chambers by FACE of Boone County for July 6, September 7 and November 2, 2017 from 7:30 a.m. to 9:00 a.m.

Done this 29th 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



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: FACE of Boone County

Address: 105 E Ash, Ste 100

City: Columbia State: MO ZIP Code: 65203

Phone: 573-711-3223 Website: faceofboonecounty.org

Individual Requesting Use: Eric Reynolds Position in Organization: Executive Director

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Board Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: 7/6/17, 9/7/17, 11/2/17

Start Time of Setup: 7:30  AM  PM Start Time of Event: 7:45  AM  PM

End Time of Event: 8:45  AM  PM End Time of Cleanup: 9:00  AM  PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: E Reynolds, Sec. Director

Phone Number: 573-711-3223 Date of Application: 6/23/17

Email Address: EReynolds@faceofboonecounty.org

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Art Auer  
County Clerk

BOONE COUNTY, MISSOURI

Daniel K. Atwill  
County Commissioner

DATE: 6-29-17

INTERIM