

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 21<sup>st</sup> day of June 20 12

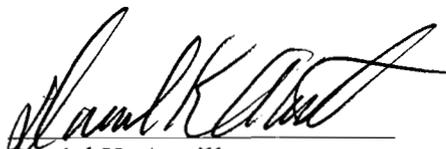
the following, among other proceedings, were had, viz:

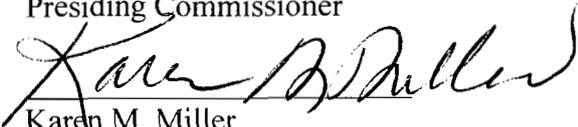
Now on this day the County Commission of the County of Boone does hereby award bid 32-31MAY12 – Concrete Rehabilitation Program to CL Richardson Construction. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21<sup>st</sup> day of June, 2012.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: June 11, 2012  
RE: Bid # - 32-31MAY12 – Concrete Rehabilitation Program

The Bid for Concrete rehabilitation Program closed on May 31, 2012. Three bids were received. Purchasing and the Resource Management Department recommend award to C.L. Richardson Construction, for offering the lowest and best bid for Boone County.

The cost of this contract includes the Alternate #2 Bid Total of \$345,241.95 and a 10% contingency amount of \$34,524.20 for a total Boone County Purchase Order of \$379,766.15. Invoices from this contract will be paid from department 2045 – PW – Design and Construction, account 71100 – Outside Services. The budgeted amount for this project is \$400,000.00.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Bid File

# Boone County Purchasing

Tyson Boldan  
Buyer



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

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TO: John Sullivan  
Project Engineer

FROM: Tyson Boldan  
Buyer

DATE: June 4, 2012

RE: Bid Award Recommendation – # 32-31MAY12 – Concrete Rehabilitation Program

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

**DEPARTMENT REPLY:**

Please complete the following:

Department Number: 2045

Account Number: 71100

Budgeted: \$ 400,000.00

Award Amount: \$ 345,241.95

Contingency Amount: \$34,524.20

Total (contract award + contingency): \$379,766.15

Award Bid by low bid Alternate #2 to CL Richardson Construction Company.

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

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

Administrative Authority Signature: \_\_\_\_\_

Stan Shawver

Date: 6/5/12

**32-31MAY12 - 2012 CONCRETE REHABILITATION PROGRAM**

BASE BID - FULL WIDTH PCC - BID TABULATION			ENGINEER'S ESTIMATE		J C Industries, Inc.		Emery Sapp and Sons		CL Richardson Construction Co.	
Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	1	LS	\$34,784.38	\$34,784.38	\$15,000.00	\$15,000.00	\$4,355.00	\$4,355.00	\$6,350.00	\$6,350.00
Traffic Control/Phasing	1	LS	\$3,500.00	\$3,500.00	\$11,600.00	\$11,600.00	\$3,895.00	\$3,895.00	\$5,775.00	\$5,775.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$2,870.00	\$2,870.00	\$2,325.00	\$2,325.00
Restoration (Behind Curbs)	1	LS	\$5,000.00	\$5,000.00	\$8,100.00	\$8,100.00	\$8,820.00	\$8,820.00	\$18,725.00	\$18,725.00
Construction Staking	1	LS	\$2,000.00	\$2,000.00	\$5,800.00	\$5,800.00	\$5,800.00	\$5,800.00	\$9,300.00	\$9,300.00
Remove/Replace Curbside Items	1	LS	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$5,335.00	\$5,335.00	\$3,780.00	\$3,780.00
Remove Existing PCC (Road)	6,945	SY	\$10.00	\$69,450.00	\$5.75	\$28,043.75	\$4.85	\$33,883.25	\$3.05	\$21,182.25
Remove Existing Driveway & Sidewalk	335	SY	\$10.00	\$3,350.00	\$8.50	\$2,847.50	\$15.00	\$5,025.00	\$5.85	\$1,983.25
Remove Additional Subgrade (Road - 6")	1,190	CY	\$9.00	\$10,710.00	\$15.00	\$17,850.00	\$28.75	\$34,186.25	\$17.25	\$20,513.75
6" PCC Pavement (Road)	6,945	SY	\$37.00	\$256,965.00	\$39.00	\$270,855.00	\$31.45	\$218,420.25	\$38.25	\$265,646.25
6" PCC Pavement (Driveway)	378	SY	\$80.00	\$30,240.00	\$47.50	\$17,917.50	\$44.10	\$16,688.10	\$44.10	\$16,688.10
6" PCC Pavement (Sidewalk)	9	SY	\$45.00	\$405.00	\$41.00	\$369.00	\$151.00	\$1,359.00	\$93.45	\$841.05
6" Type 1 Rolled Stone Base (Road)	6,945	SY	\$8.00	\$55,560.00	\$5.40	\$37,503.00	\$10.55	\$73,289.75	\$7.30	\$50,688.50
6" Type 1 Rolled Stone Base (DW & SW)	190	SY	\$5.00	\$950.00	\$5.15	\$978.50	\$9.75	\$1,852.50	\$11.00	\$2,090.00
1X160 Geogrid	6,945	SY	\$4.50	\$31,252.50	\$8.00	\$41,870.00	\$6.70	\$46,531.50	\$8.50	\$59,027.50
Reset Type A Inlet Top	6	EA	\$250.00	\$1,500.00	\$1,350.00	\$8,100.00	\$270.00	\$1,620.00	\$128.00	\$768.00
Replace Type A Inlet Throat	4	EA	\$150.00	\$600.00	\$375.00	\$1,500.00	\$500.00	\$2,000.00	\$225.00	\$900.00
Replace Open to Curb with Pop-up Manhole	4	EA	\$250.00	\$1,000.00	\$150.00	\$600.00	\$215.00	\$860.00	\$105.00	\$420.00
French Drain	1,000	LF	\$25.00	\$25,000.00	\$10.25	\$10,250.00	\$13.25	\$13,250.00	\$15.00	\$15,000.00
<b>Bid Total</b>				<b>\$51,606.88</b>		<b>\$43,903.25</b>		<b>\$42,230.75</b>		<b>\$45,612.10</b>

ALT#1 - PARTIAL WIDTH PCC - BID TABULATION			ENGINEER'S ESTIMATE		J C Industries, Inc.		Emery Sapp and Sons		CL Richardson Construction Co.	
Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	1	LS	\$29,990.08	\$29,990.08	\$15,000.00	\$15,000.00	\$4,355.00	\$4,355.00	\$6,350.00	\$6,350.00
Traffic Control/Phasing	1	LS	\$2,500.00	\$2,500.00	\$11,600.00	\$11,600.00	\$3,895.00	\$3,895.00	\$5,775.00	\$5,775.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$2,870.00	\$2,870.00	\$2,325.00	\$2,325.00
Restoration (Behind Curbs)	1	LS	\$1,000.00	\$1,000.00	\$4,100.00	\$4,100.00	\$1,120.00	\$1,120.00	\$3,340.00	\$3,340.00
Remove/Replace Curbside Items	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,115.00	\$1,115.00	\$3,780.00	\$3,780.00
Sawcut & Remove Existing PCC	5905	SY	\$11.00	\$64,955.00	\$5.62	\$32,477.50	\$8.15	\$48,115.75	\$4.40	\$26,082.00
Remove Existing PCC Curb and Chute	338	LF	\$10.00	\$3,380.00	\$5.38	\$1,808.30	\$8.25	\$2,788.50	\$17.85	\$6,033.30
Remove Additional Subgrade (6")	980	CY	\$9.00	\$8,820.00	\$15.00	\$14,700.00	\$20.45	\$20,041.00	\$17.20	\$16,858.00
6" PCC Pavement (Road)	5905	SY	\$37.00	\$218,485.00	\$32.80	\$193,884.00	\$38.35	\$224,846.75	\$37.00	\$218,485.00
6" Type 1 Rolled Stone Base (Road)	5905	SY	\$8.00	\$47,240.00	\$5.40	\$31,887.00	\$10.00	\$59,050.00	\$7.30	\$43,104.50
1X160 Geogrid	5905	SY	\$4.50	\$26,572.50	\$8.00	\$39,430.00	\$6.70	\$39,583.50	\$8.50	\$39,882.50
PCC Curb and Chute	338	LF	\$40.00	\$13,520.00	\$24.00	\$8,112.00	\$38.00	\$12,868.00	\$27.30	\$9,227.40
Reset Type A Inlet Top	6	EA	\$250.00	\$1,500.00	\$1,350.00	\$8,100.00	\$270.00	\$1,620.00	\$128.00	\$768.00
Replace Type A Inlet Throat	4	EA	\$150.00	\$600.00	\$375.00	\$1,500.00	\$500.00	\$2,000.00	\$225.00	\$900.00
French Drain	1,000	LF	\$25.00	\$25,000.00	\$10.25	\$10,250.00	\$13.25	\$13,250.00	\$15.00	\$15,000.00
<b>Bid Total</b>				<b>\$44,682.68</b>		<b>\$37,648.80</b>		<b>\$41,378.60</b>		<b>\$39,498.70</b>

ALT #2 - PARTIAL WIDTH RCC - BID TABULATION			ENGINEER'S ESTIMATE		J C Industries, Inc.		Emery Sapp and Sons		CL Richardson Construction Co.	
Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	1	LS	\$24,581.43	\$24,581.43	\$17,500.00	\$17,500.00	\$0.00	\$0.00	\$8,350.00	\$8,350.00
Traffic Control/Phasing	1	LS	\$2,500.00	\$2,500.00	\$11,600.00	\$11,600.00	\$0.00	\$0.00	\$5,775.00	\$5,775.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$2,325.00	\$2,325.00
Restoration (Behind Curbs)	1	LS	\$1,000.00	\$1,000.00	\$4,100.00	\$4,100.00	\$0.00	\$0.00	\$3,340.00	\$3,340.00
Remove/Replace Curbside Items	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$3,780.00	\$3,780.00
Sawcut & Remove Existing PCC	5,901	SY	\$11.00	\$64,955.00	\$5.62	\$32,477.50	\$0.00	\$0.00	\$4.40	\$26,082.00
Remove Existing PCC Curb and Chute	338	LF	\$10.00	\$3,380.00	\$5.38	\$1,808.30	\$0.00	\$0.00	\$17.85	\$6,033.30
Remove Additional Subgrade (6")	980	CY	\$9.00	\$8,820.00	\$15.00	\$14,700.00	\$0.00	\$0.00	\$17.20	\$16,858.00
PCC Pavement (Road)	10	SY	\$90.00	\$900.00	\$90.00	\$900.00	\$0.00	\$0.00	\$93.45	\$934.50
3" 11-2 Asphalt Pavement	3,893	SY	\$9.00	\$35,037.00	\$10.45	\$40,682.75	\$0.00	\$0.00	\$9.80	\$38,145.50
3.5" RCC Pavement	3,893	SY	\$20.00	\$77,860.00	\$18.25	\$70,876.75	\$0.00	\$0.00	\$18.25	\$70,876.75
6" Type 1 Rolled Stone Base	3,893	SY	\$5.00	\$19,465.00	\$5.00	\$19,465.00	\$0.00	\$0.00	\$5.80	\$22,561.00
1X160 Geogrid	3,893	SY	\$4.50	\$17,518.50	\$8.00	\$31,144.00	\$0.00	\$0.00	\$8.50	\$33,133.50
PCC Curb and Chute	338	LF	\$40.00	\$13,520.00	\$24.00	\$8,112.00	\$0.00	\$0.00	\$37.80	\$12,771.60
Reset Type A Inlet Top	6	EA	\$250.00	\$1,500.00	\$1,350.00	\$8,100.00	\$0.00	\$0.00	\$128.00	\$768.00
Replace Type A Inlet Throat	4	EA	\$150.00	\$600.00	\$375.00	\$1,500.00	\$0.00	\$0.00	\$225.00	\$900.00
French Drain	1,000	LF	\$25.00	\$25,000.00	\$10.25	\$10,250.00	\$0.00	\$0.00	\$15.00	\$15,000.00
<b>Bid Total</b>				<b>\$37,438.95</b>		<b>\$36,934.80</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$2,467,419.65</b>

Bid Response		Yes	Yes	Yes
Work Authorization Certification		Yes	Yes	Yes
Statement of Bidders Qualifications		Yes	Yes	Yes
Anti-Collusion Statement		Yes	Yes	Yes
Bid Bond		Yes	Yes	Yes
Signature and Identity of Bidder		Yes	Yes	Yes
Bidders Acknowledgment		Yes	Yes	Yes

**32-31MAY12 - 2012 CONCRETE REHABILITATION PROGRAM**

**BASE BID - FULL WIDTH PCC - BID TABULATION**

J C Industries, Inc.

Emery Sapp and Sons

Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
Mobilization	1	LS	\$15,000.00	\$15,000.00	\$4,355.00	\$4,355.00
Traffic Control/Phasing	1	LS	\$11,600.00	\$11,600.00	\$3,695.00	\$3,695.00
Erosion Control	1	LS	\$3,500.00	\$3,500.00	\$2,670.00	\$2,670.00
Restoration (Behind Curbs)	1	LS	\$8,100.00	\$8,100.00	\$8,920.00	\$8,920.00
Construction Staking	1	LS	\$5,800.00	\$5,800.00	\$2,800.00	\$2,800.00
Remove/Replace Curbside Items	1	LS	\$1,500.00	\$1,500.00	\$5,335.00	\$5,335.00
Remove Existing PCC (Road)	6,945	SY	\$3.75	\$26,043.75	\$4.85	\$33,683.25
Remove Existing Driveway & Sidewalk	335	SY	\$8.50	\$2,847.50	\$15.00	\$5,025.00
6" PCC Pavement (Road)	1,150	CY	\$15.00	\$17,250.00	\$28.75	\$33,062.50
6" PCC Pavement (Driveway)	6,945	SY	\$32.80	\$227,796.00	\$31.45	\$218,420.25
6" PCC Pavement (Sidewalk)	378	SY	\$47.50	\$17,955.00	\$56.50	\$21,357.00
4" PCC Pavement (Sidewalk)	9	SY	\$41.00	\$369.00	\$151.00	\$1,359.00
6" Type I Rolled Stone Base (Road)	6,945	SY	\$5.40	\$37,503.00	\$10.55	\$73,269.75
4" Type I Rolled Stone Base (DW & SW)	390	SY	\$5.10	\$1,989.00	\$9.75	\$3,802.50
TX160 Geogrid	6,945	SY	\$6.00	\$41,670.00	\$6.70	\$46,531.50
Reset Type A Inlet Top	6	EA	\$1,330.00	\$7,980.00	\$270.00	\$1,620.00
Replace Type A Inlet Throat	4	EA	\$375.00	\$1,500.00	\$500.00	\$2,000.00
Replace Drains to Curb with Pop-up Emitters	5	EA	\$150.00	\$750.00	\$215.00	\$1,075.00
French Drain	1,000	LF	\$10.25	\$10,250.00	\$13.25	\$13,250.00
<b>Bid Total</b>				<b>\$439,403.25</b>		<b>\$482,230.75</b>

**ALT#1 - PARTIAL WIDTH PCC - BID TABULATION**

J C Industries, Inc.

Emery Sapp and Sons

Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
Mobilization	1	LS	\$15,000.00	\$15,000.00	\$4,335.00	\$4,335.00
Traffic Control/Phasing	1	LS	\$11,600.00	\$11,600.00	\$3,695.00	\$3,695.00
Erosion Control	1	LS	\$3,500.00	\$3,500.00	\$2,670.00	\$2,670.00
Restoration (Behind Curbs)	1	LS	\$4,100.00	\$4,100.00	\$1,120.00	\$1,120.00
Remove/Replace Curbside Items	1	LS	\$1,500.00	\$1,500.00	\$115.00	\$115.00
Sawcut & Remove Existing PCC	5905	SY	\$5.50	\$32,477.50	\$6.15	\$36,315.75
Remove Existing PCC Curb and Gutter	338	LF	\$5.35	\$1,808.30	\$8.25	\$2,788.50
Remove Additional Subgrade (6")	980	CY	\$15.00	\$14,700.00	\$20.45	\$20,041.00
<b>Total</b>				<b>\$15,000.00</b>	<b>\$4,335.00</b>	<b>\$4,335.00</b>

**32-31MAY12 - 2012 CONCRETE REHABILITATION PROGRAM**

**BASE BID - FULL WIDTH PCC - BID TABULATION**

**CL Richardson  
Construction Co.**

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$6,350.00	\$6,350.00
Traffic Control/Phasing	1	LS	\$5,775.00	\$5,775.00
Erosion Control	1	LS	\$2,325.00	\$2,325.00
Restoration (Behind Curbs)	1	LS	\$18,725.00	\$18,725.00
Construction Staking	1	LS	\$6,300.00	\$6,300.00
Remove/Replace Curbside Items	1	LS	\$3,780.00	\$3,780.00
Remove Existing PCC (Road)	6,945	SY	\$3.05	\$21,182.25
Remove Existing Driveway & Sidewalk	335	SY	\$5.95	\$1,993.25
Remove Additional Subgrade (Road - 6")	1,150	CY	\$17.25	\$19,837.50
6" PCC Pavement (Road)	6,945	SY	\$38.25	\$265,646.25
6" PCC Pavement (Driveway)	378	SY	\$44.10	\$16,669.80
4" PCC Pavement (Sidewalk)	9	SY	\$93.45	\$841.05
6" Type 1 Rolled Stone Base (Road)	6,945	SY	\$7.30	\$50,698.50
4" Type 1 Rolled Stone Base (DW & SW)	390	SY	\$11.00	\$4,290.00
TX160 Geogrid	6,945	SY	\$6.50	\$45,142.50
Reset Type A Inlet Top	6	EA	\$126.00	\$756.00
Replace Type A Inlet Throat	4	EA	\$525.00	\$2,100.00
Replace Drains to Curb with Pop-up Emitters	5	EA	\$300.00	\$1,500.00
French Drain	1,000	LF	\$15.00	\$15,000.00
<b>Bid Total</b>				<b>\$488,912.10</b>

**ALT#1 - PARTIAL WIDTH PCC - BID TABULATION**

**CL Richardson  
Construction Co.**

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$6,350.00	\$6,350.00
Traffic Control/Phasing	1	LS	\$5,775.00	\$5,775.00
Erosion Control	1	LS	\$2,325.00	\$2,325.00
Restoration (Behind Curbs)	1	LS	\$3,340.00	\$3,340.00
Remove/Replace Curbside Items	1	LS	\$3,780.00	\$3,780.00
Sawcut & Remove Existing PCC	5905	SY	\$4.40	\$25,982.00
Remove Existing PCC Curb and Gutter	338	LF	\$17.85	\$6,033.30
Remove Additional Subgrade (6")	980	CY	\$17.20	\$16,856.00

**32-31MAY12 - 2012 CONCRETE REHABILITATION PROGRAM**

**BASE BID - FULL WIDTH PCC - BID TABULATION**

**J C Industries, Inc.**

**Emery Sapp and Sons**

Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
6" PCC Pavement (Road)	5905	SY	\$32.80	\$193,684.00	\$36.35	\$214,646.75
6" Type 1 Rolled Stone Base (Road)	5905	SY	\$5.40	\$31,887.00	\$10.00	\$59,050.00
TX160 Geogrid	5905	SY	\$6.00	\$35,430.00	\$6.70	\$39,563.50
PCC Curb and Gutter	338	LF	\$24.00	\$8,112.00	\$36.00	\$12,168.00
Reset Type A Inlet Top	6	EA	\$1,350.00	\$8,100.00	\$270.00	\$1,620.00
Replace Type A Inlet Throat	4	EA	\$375.00	\$1,500.00	\$500.00	\$2,000.00
French Drain	1,000	LF	\$10.25	\$10,250.00	\$13.25	\$13,250.00
<b>Bid Total</b>				<b>\$373,648.80</b>		<b>\$413,378.50</b>

**ALT #2 - PARTIAL WIDTH RCC - BID TABULATION**

**J C Industries, Inc.**

**Emery Sapp and Sons**

Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
Mobilization	1	LS	\$17,500.00	\$17,500.00		\$0.00
Traffic Control/Phasing	1	LS	\$11,600.00	\$11,600.00		\$0.00
Erosion Control	1	LS	\$3,500.00	\$3,500.00		\$0.00
Restoration (Behind Curbs)	1	LS	\$4,100.00	\$4,100.00		\$0.00
Remove/Replace Curbside Items	1	LS	\$1,500.00	\$1,500.00		\$0.00
Sawcut & Remove Existing PCC	5,905	SY	\$5.50	\$32,477.50		\$0.00
Remove Existing PCC Curb and Gutter	338	LF	\$5.35	\$1,808.30		\$0.00
Remove Additional Subgrade (6")	980	CY	\$15.00	\$14,700.00		\$0.00
PCC Pavement (Panels)	10	SY	\$80.00	\$800.00		\$0.00
2" BP-2 Asphalt Pavement	5,895	SY	\$10.45	\$61,602.75		\$0.00
5.5" RCC Pavement	5,895	SY	\$19.25	\$113,478.75		\$0.00
4" Type 1 Rolled Stone Base	5,895	SY	\$5.00	\$29,475.00		\$0.00
TX160 Geogrid	5,905	SY	\$6.00	\$35,430.00		\$0.00
PCC Curb and Gutter	338	LF	\$24.00	\$8,112.00		\$0.00
Reset Type A Inlet Top	6	EA	\$1,350.00	\$8,100.00		\$0.00
Replace Type A Inlet Throat	4	EA	\$375.00	\$1,500.00		\$0.00
French Drain	1,000	LF	\$10.25	\$10,250.00		\$0.00
<b>Bid Total</b>				<b>\$355,934.30</b>		<b>\$0.00</b>

**32-31MAY12 - 2012 CONCRETE REHABILITATION PROGRAM**

**BASE BID - FULL WIDTH PCC - BID TABULATION**

**CL Richardson  
Construction Co.**

Description	Qty.	Unit	Unit Price	Total
6" PCC Pavement (Road)	5905	SY	\$37.00	\$218,485.00
6" Type 1 Rolled Stone Base (Road)	5905	SY	\$7.30	\$43,106.50
TX160 Geogrid	5905	SY	\$6.50	\$38,382.50
PCC Curb and Gutter	338	LF	\$27.30	\$9,227.40
Reset Type A Inlet Top	6	EA	\$126.00	\$756.00
Replace Type A Inlet Throat	4	EA	\$525.00	\$2,100.00
French Drain	1,000	LF	\$15.00	\$15,000.00
<b>Bid Total</b>				<b>\$397,498.70</b>

**ALT #2 - PARTIAL WIDTH RCC - BID TABULATION**

**CL Richardson  
Construction Co.**

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$6,350.00	\$6,350.00
Traffic Control/Phasing	1	LS	\$5,775.00	\$5,775.00
Erosion Control	1	LS	\$2,325.00	\$2,325.00
Restoration (Behind Curbs)	1	LS	\$3,340.00	\$3,340.00
Remove/Replace Curbside Items	1	LS	\$3,780.00	\$3,780.00
Sawcut & Remove Existing PCC	5,905	SY	\$4.40	\$25,982.00
Remove Existing PCC Curb and Gutter	338	LF	\$17.85	\$6,033.30
Remove Additional Subgrade (6")	980	CY	\$17.20	\$16,856.00
PCC Pavement (Panels)	10	SY	\$93.45	\$934.50
2" BP-2 Asphalt Pavement	5,895	SY	\$9.90	\$58,360.50
5.5" RCC Pavement	5,895	SY	\$19.25	\$113,478.75
4" Type 1 Rolled Stone Base	5,895	SY	\$5.60	\$33,012.00
TX160 Geogrid	5,905	SY	\$6.50	\$38,382.50
PCC Curb and Gutter	338	LF	\$37.80	\$12,776.40
Reset Type A Inlet Top	6	EA	\$126.00	\$756.00
Replace Type A Inlet Throat	4	EA	\$525.00	\$2,100.00
French Drain	1,000	LF	\$15.00	\$15,000.00
<b>Bid Total</b>				<b>\$345,241.95</b>

**32-31MAY12 - 2012 CONCRETE REHABILITATION PROGRAM**

<b>BASE BID - FULL WIDTH PCC - BID TABULATION</b>			<b>J C Industries, Inc.</b>		<b>Emery Sapp and Sons</b>	
<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
Bid Response				Yes		Yes
Work Authorization Certification				Yes		Yes
Statement of Bidders Qualifications				Yes		Yes
Anti-Collusion Statement				Yes		Yes
Bid Bond				Yes		Yes
Signature and Identity of Bidder				Yes		Yes
Bidders Acknowledgment				Yes		Yes

**32-31MAY12 - 2012 CONCRETE REHABILITATION PROGRAM**

**BASE BID - FULL WIDTH PCC - BID TABULATION**

**CL Richardson  
Construction Co.**

Description	Qty.	Unit	Unit Price	Total
Bid Response				Yes
Work Authorization Certification				Yes
Statement of Bidders Qualifications				Yes
Anti-Collusion Statement				Yes
Bid Bond				Yes
Signature and Identity of Bidder				Yes
Bidders Acknowledgment				Yes

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **CL Richardson Construction**, (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 32-31MAY12 – Concrete Rehabilitation Program  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to be in the amount of \$345,241.95.

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  
 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, bonds must be filled out and returned within 15 days of the date of this contract.  
 \*Sample Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.  
 Affidavit—OSHA Requirements  
 Affidavit---Prevailing Wage  
 General Specifications  
 Technical Specifications  
 Special Provisions / Project Notes  
 State Wage Rates-  
 Boone County Standard Terms and Conditions  
 Roller Compacted Concrete Mix Design and Specification  
 Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. 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 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.

The Owner agrees to pay the Contractor in the amount: \$345,241.95

**Three Hundred Forty Five Thousand Two Hundred Forty One Dollars and Ninety Five Cents (\$345,241.95)**

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

6/21/2012 at Columbia, Missouri.  
(Date)

CONTRACTOR:

CL RICHARDSON COMPANY

OWNER, BOONE COUNTY, MISSOURI

By: C.L. Richardson  
Authorized Representative Signature

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

By: C.L. Richardson  
Authorized Representative Printed Name  
Title: President

Approved as to Legal Form:

[Signature]  
CJ Dykhouse  
Boone County Counselor

ATTEST:

[Signature]  
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]  
Signature

6/20/12  
Date

2045-71100 \$345,241.95

Appropriation Account

# BID FORM

## 2012 CONCRETE REHABILITATION PROGRAM

### BASE BID - FULL WIDTH PCC

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$ 6,350.00	\$ 6,350.00
Traffic Control/Phasing	1	LS	\$ 5,775.00	\$ 5,775.00
Erosion Control	1	LS	\$ 2,325.00	\$ 2,325.00
Restoration (Behind Curbs)	1	LS	\$ 18,725.00	\$ 18,725.00
Construction Staking	1	LS	\$ 6,300.00	\$ 6,300.00
Remove/Replace Curbside Items	1	LS	\$ 3,780.00	\$ 3,780.00
Remove Existing PCC (Road)	6945	SY	\$ 3.05	\$ 21,182.25
Remove Existing Driveway & Sidewalk	335	SY	\$ 5.95	\$ 1,993.25
Remove Additional Subgrade (Road - 6")	1150	CY	\$ 17.25	\$ 19,837.50
6" PCC Pavement (Road)	6945	SY	\$ 38.25	\$ 265,646.25
6" PCC Pavement (Driveway)	378	SY	\$ 44.10	\$ 16,669.80
4" PCC Pavement (Sidewalk)	9	SY	\$ 93.45	\$ 841.05
6" Type 1 Rolled Stone Base (Road)	6945	SY	\$ 7.30	\$ 50,698.50
4" Type 1 Rolled Stone Base (DW & SW)	390	SY	\$ 11.00	\$ 4,290.00
TX160 Geogrid	6945	SY	\$ 6.50	\$ 45,142.50
Reset Type A Inlet Top	6	EA	\$ 126.00	\$ 756.00
Replace Type A Inlet Throat	4	EA	\$ 525.00	\$ 2,100.00
Replace Drains to Curb with Pop-up Emitters	5	EA	\$ 300.00	\$ 1,500.00
French Drain	1000	LF	\$ 15.00	\$ 15,000.00
<b>BASE BID TOTAL</b>				<b>\$ 488,912.10</b>

## ALTERNATE #1 - PARTIAL WIDTH PCC

Description	Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$ 6,350.00	\$ 6,350.00
Traffic Control/Phasing	1	LS	\$ 5,775.00	\$ 5,775.00
Erosion Control	1	LS	\$ 2,325.00	\$ 2,325.00
Restoration (Behind Curbs)	1	LS	\$ 3,340.00	\$ 3,340.00
Remove/Replace Curbside Items	1	LS	\$ 3,780.00	\$ 3,780.00
Sawcut & Remove Existing PCC	5905	SY	\$ 4.40	\$ 25,982.00
Remove Existing PCC Curb and Gutter	338	LF	\$ 17.85	\$ 6,033.30
Remove Additional Subgrade (6")	980	CY	\$ 17.20	\$ 16,856.00
6" PCC Pavement (Road)	5905	SY	\$ 37.00	\$ 218,485.00
6" Type 1 Rolled Stone Base (Road)	5905	SY	\$ 7.30	\$ 43,106.50
TX160 Geogrid	5905	SY	\$ 6.50	\$ 38,382.50
PCC Curb and Gutter	338	LF	\$ 27.30	\$ 9,227.40
Reset Type A Inlet Top	6	EA	\$ 126.00	\$ 756.00
Replace Type A Inlet Throat	4	EA	\$ 525.00	\$ 2,100.00
French Drain	1,000	LF	\$ 15.00	\$ 15,000.00
<b>ALTERNATE #1 TOTAL</b>				<b>\$ 397,498.70</b>

## ALTERNATE #2 - PARTIAL WIDTH RCC

Description	Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$ 6,350.00	\$ 6,350.00
Traffic Control/Phasing	1	LS	\$ 5,775.00	\$ 5,775.00
Erosion Control	1	LS	\$ 2,325.00	\$ 2,325.00
Restoration (Behind Curbs)	1	LS	\$ 3,340.00	\$ 3,340.00
Remove/Replace Curbside Items	1	LS	\$ 3,780.00	\$ 3,780.00
Sawcut & Remove Existing PCC	5905	SY	\$ 4.40	\$ 25,982.00
Remove Existing PCC Curb and Gutter	338	LF	\$ 17.85	\$ 6,033.30
Remove Additional Subgrade (6")	980	CY	\$ 17.20	\$ 16,856.00
PCC Pavement (Panels)	10	SY	\$ 93.45	\$ 934.50
2" BP-2 Asphalt Pavement	5895	SY	\$ 9.90	\$ 58,360.50
5.5" RCC Pavement	5895	SY	\$ 19.25	\$ 113,478.75
4" Type 1 Rolled Stone Base	5895	SY	\$ 5.60	\$ 33,012.00
TX160 Geogrid	5905	SY	\$ 6.50	\$ 38,382.50
PCC Curb and Gutter	338	LF	\$ 37.80	\$ 12,776.40
Reset Type A Inlet Top	6	EA	\$ 126.00	\$ 756.00
Replace Type A Inlet Throat	4	EA	\$ 525.00	\$ 2,100.00
French Drain	1000	LF	\$ 15.00	\$ 15,000.00
<b>ALTERNATE #2 TOTAL</b>				<b>\$ 345,241.95</b>

BASE BID TOTAL	\$ 488,912.10
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ALTERNATE #1 TOTAL	\$ 397,498.70
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ALTERNATE #2 TOTAL	\$ 345,241.95
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**PROJECT DEDUCTIONS**

Enter deduct amount for the below items the bidder wishes to use. Increased costs associated with an item should be indicated by a negative deduct. It will be the County's discretion to incorporate these deductions into the project. R.A.P./R.A.S. may be incorporated into HMA at a maximum rate of 20%.

Description	Deduct from Bid Items	Unit Price Deduct
R.A.P./R.A.S.	2" BP-2 Asphalt Pavement	\$ -4.50

\*\*\*\*\* Option – MoDOT Asphalt Price Index \*\*\*\*\*

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by: C. S. Richardson Date: 5-31-12

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
<u>5/25/12</u>	<u># 1</u>

COMPANY NAME: C.L. Richardson Construction Co., Inc.

ADDRESS: 1547.5 Hwy. 63 South

CITY, STATE, ZIP Ashland, MO 65010

PHONE NUMBER: 573-627-9557

AUTHORIZED REPRESENTATIVE: C.L. Richardson

TITLE: President

SIGNATURE: C.L. Richardson

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

Frech Paving - Asphalt, RCC Pavement

Raithel Brothers Construction - Concrete Pavement,  
Inlets

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 2012 Concrete Rehabilitation Program

Project No.: Bid # 32-31MAY12

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

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

### SECTION I

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

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

Firm Name: C. L. Richardson Construction Co., Inc.

By: C. L. Richardson  
(Signature)

C. L. Richardson  
(Print or Type Name)

Title: President

Address: 15475 Hwy. 63 South

City, State, Zip: Ashland, MO 65010

Phone: 573-657-9557

Fax: 573-657-1078

Date: 5/31/12

**WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 32-31MAY12 – 2012 Concrete Rehabilitation Program**

**ADDENDUM #1 - Issued May 25, 2012**

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 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. **REPLACE** the Notice to Bidders section for Liquidated Damages with the following:

**Liquidated Damages: \$1,000 per Working Day**

2. **ADD** the following Special Provision Item 13 to sheet SP.3

**13. SECTION 02300 – EXCAVATION AND EMBANKMENT**

- a. Remove section 1.2 in it's entirety, replace with the following:

**1.2 SITE COMPACTION TESTING**

A Compaction testing of subgrade will not be required by the County.

- b. Remove section 3.1.C, replace with the following:

3.1.C Cut compaction shall be performed to the extent that after removal of the roadway material to the required subgrade depth, the exposed material shall be scarified and compacted.

3. **ADD** the following Special Provision Item 14 to sheet SP.3

**14. SECTION 02335 – SUBGRADE**

- a. Remove section 3.1 in it's entirety, replace with the following:

**3.1 INSTALLATION**

- A. Subgrade installation shall comply with Sections 205.1, 205.4, and 205.5 of the Boone County Roadway Regulations Chapter II.
  - B. If determined by the inspector, all soft and yielding spots shall be removed to a depth not-to-exceed two (2) feet, and all unsuitable material shall be removed, and the resulting spaces shall be refilled with approved material. All large rocks or boulders encountered shall be removed or broken off to a depth of not less than six (6) inches below the finished surface of the subgrade, and the space shall be refilled.
4. NOTE that a SWPPP will be provided to the awarded contractor, and will include standard practices such as inlet protection, construction entrance, wash out designation, spill prevention, and inspection requirements.

By: Melinda Bobbitt  
Melinda Bobbitt, CPPB  
Director of Purchasing



OFFEROR has examined copy of Addendum #1 to Request for Bid # 32-31MAY12 - 2012 Concrete Rehabilitation Program, receipt of which is hereby acknowledged:

Company Name: C.L. Richardson Construction Co., Inc.  
Address: 15475 Hwy. 63 South  
Ashland, MO 65010  
Phone Number: 573-657-9557 Fax Number: 573-657-1078  
E-Mail: crumpd\_clr@yahoo.com  
Authorized Representative Signature: C.L. Richardson Date: 5/31/12  
Authorized Representative Printed Name: C.L. Richardson



Company ID Number: 177491

## 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 C. L. Richardson Construction Company, 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: 177491

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

Employer **C. L. Richardson Construction Company, Inc.**

**Charles Richardson**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**01/08/2009**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**01/08/2009**

Date

Company ID Number: 177491

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

Name: **Debbie A Crump**  
Telephone Number: **(573) 657 - 9557**  
E-mail Address: **crumpd\_clr@yahoo.com**

Fax Number: **(573) 657 - 1078**

Name: **Charles L Richardson**  
Telephone Number: **(573) 657 - 9557**  
E-mail Address: **crumpd\_clr@yahoo.com**

Fax Number: **(573) 657 - 1078**

## 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: C.L. Richardson Construction Co., Inc.
2. Business Address: 15475 Hwy. 63 South  
Ashland, MO 65010
3. When Organized: 1953
4. When Incorporated: 6/24/94
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:  
59 yrs.
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: 35%
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 \*

**C.L. RICHARDSON CONST. PROJECTS COMPLETED IN LAST 4 YEARS**

PROJECT	WHEN COMPLETED	LOCATION	CONTACT - PHONE NO.	TOTAL
The Links at Columbia (SI,GR,WA,SE,RC)	Feb-08	Boone County, MO	Kevin Rogerson, Lindsey Mgmt, 479-521-6686	\$ 392,000.00
Midway Arms Expansion - 2007 (SI, GR, WA, SE)	Jul-08	Boone County, MO	Jim Holman, Coll Construction, 573-874-1444	\$ 314,000.00
Eagle Knoll Wastewater Plant Imp. (SE)	Sep-08	Hartsburg, MO	Tom Ratterman, BCRSD, 573-441-0082	\$ 423,323.00
Chateau Road Extension (SI, RC)	Nov-08	Columbia, MO	City of Columbia Purchasing, 573-874-7376	\$ 110,998.00
Minor Hill Bank Stabilization (SI, SD)	Nov-08	Boone County, MO	Bo.Co. Public Works, 573-449-8515	\$ 179,132.00
C.S. Properties (SI, SD, RC, WA, EX)	Nov-08	Ashland, MO	Steve Mann, 573-751-3339	\$ 245,088.00
Billy Creek Land Reclamation (SI, GR)	Dec-08	Adair County, MO	Mike Mueller, MO-DNR, 573-751-3339	\$ 245,088.00
RSC - Columbia (SI, WA, SE, GR)	Dec-08	Columbia, MO	Septagon Construction, 573-442-6187	\$ 142,418.00
Renz Levee (SI)	Mar-09	Jefferson City, MO	USACE, Thomas Bishop, 816-240-8131	\$ 36,997.00
MODOT - Ashland Sanitary Sewer Connection (SE)	Apr-09	Ashland, MO	Paul Lottin, ModOT, 573-751-2551	\$ 52,208.00
Ashland Lagoon (SE)	Jul-09	Ashland, MO	City of Ashland City Hall, 573-657-2091	\$ 700,000.00
Old Highway 124 (GR, SD)	Jul-09	Boone County, MO	Andy Baker, APAC, 573-449-0886	\$ 59,026.00
McBaine Wetlands - Berm Repair - 2008	Aug-09	Columbia, MO	Marilyn Starke, Columbia Purchasing, 874-7376	\$ 207,355.00
Boonville School State Rte. 5 Road Imp. (EX, WA, SE)	Aug-09	Boonville, MO	Travis Ross, Septagon Const., 660-827-2112	\$ 318,830.00
Lee C. Fine Airport Clearing (SI)	Dec-09	Osage Beach, MO	Brian Willey, City of Osage Bch, 573-302-2000	\$ 567,345.00
Garden of Eden Levee Projects (SI, GR)	Dec-09	Charlton Cty., MO	Thomas Bishop, USACE, 816-240-8131	\$ 245,330.00
Brunswick Levee (SI)	Dec-09	Brunswick, MO	Thomas Bishop, USACE, 816-240-8131	\$ 135,000.00
YMCA - Jefferson City (SI,WA,SE,GR,SD)	May-10	Jefferson City, MO	Chris Hart, Septagon Const., 573-893-3113	\$ 180,645.71
Les Bourgeois (SE, GR, SD, EX)	May-11	Columbia, MO	Wayne Huebert, Huebert Bldrs, 573-449-4996	\$ 295,564.00
Mexico Memorial Airport (EX)	Jun-11	Mexico, MO	Chris Flageolle, BWR, 816-363-9565	\$ 128,015.00
Hartsburg Reclamation Project (SI, GR)	Sep-11	Hartsburg, MO	Mike Carlson, Gredell Engineering, 573-659-9078	\$ 1,237,847.00
Auto-Owners Insurance (EX, SD, WA, SE)	Oct-11	Columbia, MO	Joe Gruender, Little Dixie Const., 573-449-7200	\$ 218,354.00
Macon-Fower Memorial Airport (SI)	Oct-11	Macon, MO	Allan Muncy, City of Macon, 660-385-6521	\$ 274,126.50
Rolling Hills Road Imp, Utility Corridor Grading	Oct-11	Boone County, MO	Bo.Co. Public Works, 573-449-8515	\$ 161,647.50
Sunnydale Adventist Academy Holding Cell Force Main (EX, SE, WA)	Oct-11	Centralia, MO	Erv Bales, Sunnydale Academy, 573-6822164	\$ 375,407.00
<b>TOTAL</b>				\$ 7,185,744.71

**Key:** SI = Site work, RC = Road Construction  
 WA = Water, SE = Sewer, GR = Grading  
 SD = Storm Drainage

TOTAL	PROJECT	LOCATION	CONTACT - PHONE NO.	SCHEDULED COMPLETION
\$ 357,716.00	Hinkson Siphon Elimination Project (SE)	Columbia, MO	Melinda Pope, City of Columbia, 874-7375	May-12
\$ 15,880.00	DeWitt Levee Rehabilitation (SI, GR)	DeWitt, MO	James Campbell, USACE, 256-895-1809	Jun-12
\$ 542,674.00	Columbia Public Schools Admin. Bldg. Add.	Columbia, MO	Carmen Craddock, GBH Bldrs, 573-893-3633	Fall 2012
\$ 454,950.00	Southern Boone County R-1 School Additions	Ashland, MO	Wes Doerhoff, Septagon Const., 573-442-6187	Jul-12
\$ 592,618.00	Pro-Line Buildings (EX,GR,SE,WA,EC)	Columbia, MO	Jason LaRue, Pro-Line Building Co.,641-780-6092	Jun-12
\$ 81,384.00	Rodgers WRP Restoration (GR,EX,EW)	Jacksonville, MO	Mark R. Luckritz, USDA NRCS, 573-876-9374	Jun-12
\$ 18,765.00	106-108 W. Sexton Road Demo (GR, SE, DE)	Columbia, MO	Michelle Sorensen, City of Columbia, 874-7375	May-12
\$ 38,425.00	ABC Lab Lagoon Closure (SI)	Columbia, MO	Dave Bennett, ES&S, 573-449-2646	May-12
\$ 243,458.45	Conley Road TDD Transportation Services	Columbia, MO	Robert - Van Matre, Harrison, etc., 573-874-7777	Jun-12
\$ 2,345,870.45				
	<b>Key:</b> SI = Sitework, RC = Road Construction			
	WA = Water, SE = Sewer, GR = Grading			
	SD = Storm Drainage, CSR = Contaminated			
	Soil Removal, EC = Erosion Control			
	EW = Earthwork, EX - Excavation			
	DE - Demolition			

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

C. L. Richardson, being first duly sworn, deposes and

says that he is President  
(Title of Person Signing)

of C. L. Richardson Construction Co., 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 C. L. Richardson

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 31<sup>st</sup> day of May, 20 12

Donna M. Lacy  
Notary Public Donna M. Lacy

My Commission Expires 10/30/2014



DONNA M. LACY  
My Commission Expires  
October 30, 2014  
Boone County  
Commission #10463292

## SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated 5/31, 20 12

Name of individual, all partners, or joint venturers:

Address of each:

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doing business under the name of:

Address of principal place of business in Missouri:

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

C.L. Richardson Const. Co.  
(If a corporation - show its name above)

15475 Hwy. 63 South  
Ashland, MO 65010

ATTEST:

Nancy Richardson  
(Secretary)

Secretary  
(Title)

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

# BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 31<sup>st</sup> day of May, 20 12

before me appeared C.L. Richardson 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 C.L. Richardson, President  
President or other agent

of C.L. Richardson Const. Co.; 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 Ashland, Missouri the day and year first above written.

(SEAL) Donna M. Lacy Notary Public  
Donna M. Lacy

My Commission expires 10/30, 20 14.



DONNA M. LACY  
My Commission Expires  
October 30, 2014  
Boone County  
Commission #10463292



**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Gary GROSSNICKLE, Charles W. DIGGES, JR., Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., J.D. TRICE, Kimberly A. HUGHES, Mary D. DAVIDSON, dated January 11, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*David S. Hewett*

*Gregory E. Murray* Assistant Secretary

*David S. Hewett*

*Vice President*

State of Maryland } ss:  
City of Baltimore }

On this 11th day of August, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

*Constance A. Dunn*

*Notary Public*

My Commission Expires: July 14, 2011

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
C. L. Richardson Construction Co., Inc.

As Principal, hereinafter called Contractor, and  
Fidelity and Deposit Company of Maryland

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

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  
Three Hundred Forty Five Thousand Two Hundred Forty One and 95/100 Dollars, (\$345,241.95)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

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

**BID NUMBER 32-31MAY12 – Concrete Rehabilitation Program  
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 The Insurance Group, Inc, Columbia, MO, on this 15th day of June, 2012.

C. L. Richardson Construction Co., Inc.

(Contractor)

(SEAL)

BY: C. L. Richardson  
C. L. Richardson, President

Fidelity and Deposit Company of Maryland

(Surety Company)

(SEAL)

BY: Mary D Davidson  
Mary D Davidson (Attorney-In-Fact)

BY: Mary D Davidson  
Mary D. Davidson (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: Mary D. Davidson

Phone Number: 573-875-4800

Address: The Insurance Group, Inc.  
200 E Southampton Dr  
Columbia, MO 65203

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Gary GROSSNICKLE, Charles W. DIGGES, JR., Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., J. D. TRICE, Kimberly A. HUGHES, Mary D. DAVIDSON, dated January 11, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*David S. Hewett*

*Gregory E. Murray Assistant Secretary*

*David S. Hewett*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 11th day of August, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

*Constance A. Dunn*

*Notary Public*

My Commission Expires: July 14, 2011

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
C. L. Richardson Construction Co., Inc.

as Principal, hereinafter called Contractor, and  
Fidelity and Deposit Company of Maryland

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

Three Hundred Forty Five Thousand Two Hundred Forty One and 95/100  
DOLLARS

(\$ 345,241.95), for the payment whereof Contractor and Surety bind  
themselves, their heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents:

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

**BID NUMBER 32-31MAY12 – Concrete Rehabilitation Program  
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final

judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at The Insurance Group, Inc., Columbia, MO on this 15th day of June 2012.

CONTRACTOR C. L. Richardson Construction Co., Inc. (SEAL)

BY: C.L. Richardson  
C. L. Richardson, President

SURETY COMPANY Fidelity and Deposit Company of Maryland

BY: Mary D. Davidson  
(Attorney-In-Fact) Mary D. Davidson

BY: Mary D. Davidson  
(Missouri Representative) Mary D. Davidson

(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)

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Gary GROSSNICKLE, Charles W. DIGGES, JR., Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., J.D. TRICE, Kimberly A. HUGHES, Mary D. DAVIDSON, dated January 11, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*David S. Hewett*

Gregory E. Murray Assistant Secretary

By:

David S. Hewett

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 11th day of August, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011



# CERTIFICATE OF LIABILITY INSURANCE

RICHA17

OP ID: MD

DATE (MM/DD/YYYY)

06/15/12

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

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

PRODUCER Rollins-Vandiver-Digges, Inc. 200 East Southampton Drive Columbia, MO 65203 Gary E. Grossnickle	573-875-4800	CONTACT NAME:	
	573-875-4514	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : <b>United Fire &amp; Casualty Co.</b>	<b>13021</b>
INSURED <b>C. L. Richardson Construction</b> <b>15475 Hwy. 63 S.</b> <b>Ashland, MO 65010</b>		INSURER B : <b>Missouri Employers Mutual Ins</b>	<b>10191</b>
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			60362010	07/01/11	07/01/12	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>10,000</b>
	<input checked="" type="checkbox"/> <b>Underground Inc.</b>						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> <b>CG7103 Ultra Liab</b>						GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			60362010	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		60362010	07/01/11	07/01/12	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ <b>1,000,000</b>
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MEM101911604	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Equipment Floater			60362010	07/01/11	07/01/12	Leased & Rented 360,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: Concrete Rehabilitation Program, bid#31-31May12**

**CERTIFICATE HOLDER****CANCELLATION**

COUNTY OF BOONE C/O Boone County Purchasing 613 E Ash St. Columbia, MO 65201	COUNT-5	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Mary Q Davidson</i>

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**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 21<sup>st</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover the reclassification of a part-time office specialist position to a full-time account specialist in the Auditor's office:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1110	10100	Auditor	Salary and Wages		10,030.00
1110	10200	Auditor	FICA		767.00
1110	10325	Auditor	Disability Insurance		29.00
1110	86800	Auditor	Emergency		24.00
1123	86800	Emergency	Emergency	10,850.00	

Done this 21<sup>st</sup> day of June, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner



**Current Budget**

Position Title	Pos #	Range	Mid-pt plus merit	FY 2012 Budgeted Hours (.5 FTE)	FY 2012 Current Budget
Office Specialist	331	20	\$13.09	1040 (20 hrs/wk)	\$13,613.60
<b>Variable Benefits:</b>					
FICA					\$1,041.44
Disability					\$39.48
Workers Comp					\$32.67
					<u>\$14,727.19</u>

**Revised Budget**

Position Title	Pos #	Range	Mid-pt plus merit	Budgeted Hours Needed	FY 2012 Revised Budget	
Office Specialist	331	20	13.09	440 (20 hrs/wk for 22 wks)	\$5,759.60	Actual hours worked in .5 FTE position, Jan- May 2012
Account Specialist	772	21	\$13.15	1200 (40 hrs/wk for 30 wks)	\$15,780.00	Remaining hours to be worked as 1.0 FTE at new range, June-Dec 2012
Account Specialist (training)	772	21	\$13.15	160 (40 hrs/wk for 4 wks)	\$2,104.00	Additional hours needed for extended cross-training (max of 6 weeks)
<b>Total</b>					<u>\$23,643.60</u>	
<b>Variable Benefits:</b>						
FICA					\$1,808.74	
Disability					\$68.57	
Workers Comp					\$56.74	
					<u>\$25,577.65</u>	

**Budget Revision Needed**

Account Description	Account Number	Budget Increase Needed FY 2012
Salaries & Wages	10100	\$10,030.00
FICA	10200	767
Disability Insurance	10325	29
Worker's Comp	10400	24
<b>Total</b>		<u>10,850</u>

**Annualized Budgetary Impact to FY 2013 and Beyond**

Account Description	Account Number	Annualized Budget Increase FY 2013
Salaries & Wages	10100	13,738
FICA	10200	1,051
Disability Insurance	10325	40
Worker's Comp	10400	33
<b>Total</b>		<u>14,862</u>



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

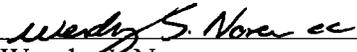
In the County Commission of said county, on the 21<sup>st</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Friday, June 22, 2012, at 9:00 a.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 21<sup>st</sup> day of June, 2012.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 21<sup>st</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Monday, June 25, 2012, at 10:00 a.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (2) RSMo. to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 21<sup>st</sup> day of June, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 21<sup>st</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Monday, June 25, 2012, at 2:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 21<sup>st</sup> day of June, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner