

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of November 20 12

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

Now on this day the Boone County Commission does **approve** the petition by William and Lara Florea to vacate Lot 1 of Holman Lake Subdivision as shown in Plat Book 43 Page 11 of Boone County Records for the purpose of including in a future survey.

Said vacation is not to take place until the survey is approved.

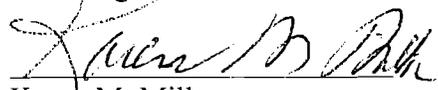
Done this 27th day of November, 2012.

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

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of November 20 12

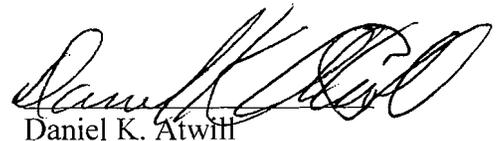
the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission does approve the request by Ehren and Lisa Earleywine on a Final Development Plan for Brookfield Estates Plat 4-A on 10.34 acres, more or less, located at 9050 S Blake Dr, Columbia.

Done this 27th day of November, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of November 20 12

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

Now on this day the Boone County Commission does approve the request by Edward E. Bartel to approve a Final Development Plan for Hayes Road on 15 acres, more or less, located at 5480 E Hayes Rd., Columbia.

Done this 27th day of November, 2012.

ATTEST:

Wendy S. Noren my
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

STATE OF MISSOURI

County of Boone

} ss.

I, Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

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Made at

Term, 20

In the Matter of

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County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of November 20 12

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

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

Brookfield Estates Plat 4-A. A-2P. S24-T47N-R13W. Ehren and Lisa Earleywine, owners. James R. Jeffries, surveyor.

Done this 27th day of November, 2012.

ATTEST:

Wendy S. Noren my
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

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

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Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

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November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of November 20 12

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

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

Replat Woodlands 5A Lots 135 & 136. A-R. S27-T48N-R12W. Chad and Nora Hager, owners. Ronald G. Lueck, surveyor.

Done this 27th day of November, 2012.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

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Certified Copy of Order

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STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of November 20 12

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

Now on this day the Boone County Commission of the County of Boone does hereby approve the Agreement and Bill of Sale for Boone County Sheriff's Department K-9 "Utz" with Boone County Deputy Sheriff Chris Smith. The terms of this Agreement and Bill of Sale are stipulated in the attached. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement and Bill of Sale.

Done this 27th day of November, 2012.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone



ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

**AGREEMENT
AND
BILL OF SALE**

THIS AGREEMENT dated the 27th day of NOVEMBER 2012, is made between **Boone County, Missouri**, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Chris Smith**, herein "Transferee"

WHEREAS, Boone County Sheriff's Department K-9 "Utz" has attained an age where the Sheriff has determined that he shall be retired from service; and

WHEREAS, Chris Smith, a Boone County Deputy Sheriff, is Utz's former handler; and

WHEREAS, Chris Smith possesses the knowledge and training appropriate to handle and otherwise care for Utz in Utz's retirement from active service; and

WHEREAS, Chris Smith is able to provide for the nutrition, hydration, veterinary care, and other care that Utz requires; and

WHEREAS, it is in the County's interest to transfer all right, title, and interest in the retiring K-9 in order to remove Utz from the County's property inventory and transfer the care and feeding costs associated with the K-9 to a willing transferee; and

WHEREAS, Chris Smith has agreed to accept Utz and provide for his care and nourishment;

NOW, THEREFORE, in consideration of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. All right, title, and interest in the BCSD K-9 "Utz," is hereby transferred to Chris Smith.
2. Transferee agrees to provide for Utz's care and nourishment, including the costs of the same.
3. Transferee accepts the K-9 in "as-is" condition, and accepts total responsibility for the K-9.

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

TRANSFEEE:

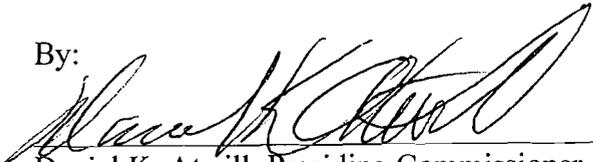


CHRIS SMITH

Dated: 11/03/12

BOONE COUNTY:

By:



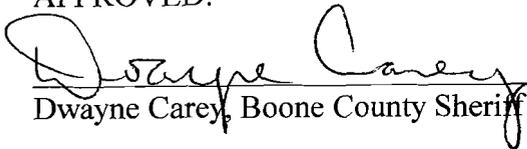
Daniel K. Atwill, Presiding Commissioner

Attest:



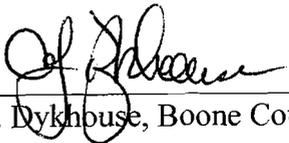
Wendy S. Noren, Boone County Clerk

APPROVED:



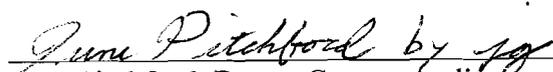
Dwayne Carey, Boone County Sheriff

Approved as to legal form:



C.J. Dykhouse, Boone County Counselor

Received and Accepted for Inventory and Audit Purposes:



June Pitchford, Boone County Auditor

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STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 2012

In the County Commission of said county, on the 27th day of November 20 12

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

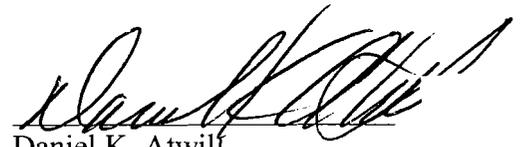
Now on this day the County Commission of the County of Boone does hereby award bid 181/2012-St Charles and Lake of the Woods Intersection Improvements to Aplex, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

The terms of this agreement are stipulated in the attached documents.

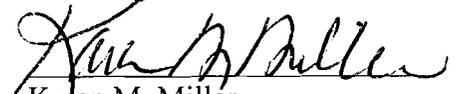
Done this 27th day of November 2012.

ATTEST:

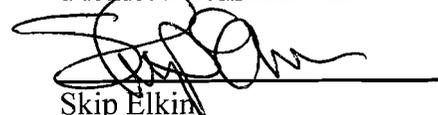
Wendy S. Noren my
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 15, 2012
RE: 1st Reading - 181/2012 – St. Charles and Lake of the Woods Intersection Improvements

181/2012 – St. Charles and Lake of the Woods Intersection Improvements opened on October 16, 2012. Four bids were received. Resource Management recommends award by low bid for the base bid to Aplex Inc of Linn, MO.

Cost of the contract is \$453,711.00. There will be a 10% contingency of \$45,371.10 added for a Purchase Order total of \$499,082.10 which will be paid from department 2045– Public Works – Design and Construction, account 71100 – Contractor Costs. \$800,000.00 was budgeted for this project.

att: Bid Tab

cc: Jeff McCann, Resource Management
Bid File

TABULATION OF BIDS

CITY OF COLUMBIA, MO
 REQUEST FOR QUOTATION #181/2012
 Subject: COMBINED PROJECT - County Project - St. Charles/Lake of the Woods Road Intersection Improvements

Date Opened: 10/16/12	UOM	QTY	Apex, Inc.	JCI	ESS		Lehman	
1	Mobilization	1	10,000.00	115,000.00	\$14,550.00	\$14,550.00	16,550.00	\$16,550.00
2	Construction Staking	1	10,000.00	15,750.00	\$6,500.00	\$6,500.00	7,500.00	\$7,500.00
3	Compaction Testing	1	5,000.00	5,500.00	\$2,500.00	\$2,500.00	2,800.00	\$2,800.00
4	Concrete Testing	1	5,000.00	5,000.00	\$5,000.00	\$5,000.00	2,800.00	\$2,800.00
5	Traffic Control (Total Closure)	1	2,000.00	60,000.00	\$8,650.00	\$8,650.00	33,500.00	\$33,500.00
6	Portable Changeable Message Sign	EA/MSK	800.00	1,000.00	\$1,000.00	\$1,000.00	600.00	\$3,600.00
7	SWPP Compliance	1	5,000.00	3,750.00	\$2,350.00	\$2,350.00	6,000.00	\$6,000.00
8	Erosion Control	1	5,000.00	5,000.00	\$5,350.00	\$5,350.00	9,800.00	\$9,800.00
9	Erosion Control Blanket (N.A. Green SC150 or Equal)	SY	6.50	7.19	\$719.00	\$3.50	7.15	\$715.00
10	Restoration	LS	2,850.00	3,152.80	\$6,500.00	\$6,500.00	8,000.00	\$8,000.00
11	Topsoil and Mulch Backfill inside Islands	LS	4,000.00	8,000.00	\$8,000.00	\$8,000.00	4,200.00	\$4,200.00
12	Removals	LS	17,000.00	14,000.00	\$14,000.00	\$25,000.00	21,552.75	\$21,552.75
13	Tree and Stump Removal	EA	200.00	200.00	\$4,200.00	\$280.00	5,680.00	718.00
14	Earth Excavation	CY	101.5	18.75	\$19,031.25	\$12.00	12,180.00	\$10,150.00
15	Compacted Embankment from Borrow	CY	660	20.00	\$15,600.00	\$25.00	15,500.00	\$15,900.00
16	Type I Aggregate Base (4" Thick)	SY	6.00	5.40	\$24,300.00	\$9.00	40,500.00	\$35,460.00
17	9" Class 'A' Concrete Pavement w/ Integral Curb	SY	42.00	59.00	\$239,894.00	\$51.50	\$209,398.00	\$162,233.40
18	8" Stamped Colored PCC Trench Apron w/ Integral Curb	SY	70.00	90.00	\$38,250.00	\$100.00	\$42,500.00	\$48,875.00
19	Splitter Island Barrier Curb	SY	130	157.00	\$20,410.00	\$27.00	\$27,300.00	\$4,986.00
20	6" PC Concrete Driveway Pavement	SY	230	48.00	\$12,000.00	\$48.00	\$12,000.00	\$9.00
21	4" PC Concrete Sidewalk Including Curb Ramps	SY	250	56.00	\$14,000.00	\$60.00	\$15,000.00	\$13,750.00
22	Detachable Warning Strips	EA	16	200.00	\$3,200.00	\$285.00	\$4,240.00	\$2,240.00
23	Gravel Driveway Transition	SY	60	12.25	\$735.00	\$9.00	\$540.00	\$1,350.00
24	15" Storm Drainage Pipe	LF	498	37.00	\$18,326.00	\$38.00	\$17,404.00	\$68.80
25	15" Precast Concrete Paved End Section	EA	2	500.00	\$1,000.00	\$870.00	\$1,740.00	\$31,510.40
26	18" x 3" STD. Type W Curb Inlet	EA	4	3,500.00	\$11,200.00	\$2,800.00	\$11,200.00	\$15,600.00

Final Official Bid Tabulation This tabulation represents the verified numerical calculations of each bid submitted timely.

CITY OF COLUMBIA, MO REQUEST FOR QUOTATION #181/2012			TABULATION OF BIDS								
Subject: COMBINED PROJECT - County Project - St. Charles/Lake of the Woods Road Intersection Improvements											
Date Opened: 10/16/12	UOM	QTY	Aplex, Inc.		JCI		ESS		Lehman		
27	6' x 4' STD. Type 'M' Curb Inlet	EA	1	3,100.00	\$3,100.00	4,350.00	\$4,350.00	\$3,120.00	\$3,120.00	4,215.00	\$4,215.00
28	8' x 5.5' STD Type 'M3' Curb Inlet w/ Doghouse	EA	1	4,500.00	\$4,500.00	5,600.00	\$5,600.00	\$5,080.00	\$5,080.00	4,890.00	\$4,890.00
29	Type M PCC Flume	EA	1	1,000.00	\$1,000.00	3,500.00	\$3,500.00	\$1,750.00	\$1,750.00	2,229.00	\$2,229.00
30	Adjusting Storm Manhole to Grade	EA	1	1,500.00	\$1,500.00	800.00	\$800.00	\$3,455.00	\$3,455.00	1,985.00	\$1,985.00
31	Converting Curb Inlet into Junction Box	EA	4	2,500.00	\$10,000.00	2,600.00	\$10,400.00	\$2,370.00	\$9,480.00	905.50	\$3,622.00
32	Sanitary Sewer Manhole Height Adjustment	EA	3	2,000.00	\$6,000.00	550.00	\$1,650.00	\$1,055.00	\$3,165.00	1,899.00	\$5,697.00
33	Cut and Cap Sanitary Sewer Service Connection	EA	1	600.00	\$600.00	5,100.00	\$5,100.00	\$1,010.00	\$1,010.00	121.00	\$121.00
34	Landscape Island Water Service Line	LS	1	3,000.00	\$3,000.00	5,000.00	\$5,000.00	\$4,950.00	\$4,950.00	2,690.00	\$2,690.00
35	4" Solid Yellow Line Pavement Marking	LF	454	5.00	\$2,270.00	5.25	\$2,383.50	\$4.70	\$2,133.80	4.26	\$1,934.04
36	4" Solid Double Yellow Line Pavement Marking	LF	450	10.00	\$4,500.00	10.45	\$4,702.50	\$9.40	\$4,230.00	8.52	\$3,834.00
37	8" Solid White Line Pavement Marking	LF	196	9.00	\$1,764.00	9.70	\$1,901.20	\$8.75	\$1,715.00	8.52	\$1,659.92
38	8" Solid Yellow Line Pavement Marking	LF	345	9.00	\$3,105.00	9.70	\$3,346.50	\$8.75	\$3,018.75	8.52	\$2,939.40
39	8" Yellow Diagonal Line Pavement Marking	LF	197	9.00	\$1,773.00	9.70	\$1,910.90	\$8.75	\$1,723.75	8.52	\$1,678.44
40	12" Dotted White Line Pavement Marking	LF	151	11.00	\$1,661.00	12.00	\$1,812.00	\$10.75	\$1,623.25	12.78	\$1,929.78
41	Crosswalk Pavement Marking	EA	8	1,000.00	\$8,000.00	1,100.00	\$8,800.00	\$975.00	\$7,800.00	998.60	\$7,988.80
42	Circular Intersection Sign (Roundabout) W2-6	EA	4	342.00	\$1,368.00	815.00	\$3,260.00	\$342.00	\$1,368.00	342.00	\$1,368.00
43	Advance Street Name Sign W16-8	EA	4	171.00	\$684.00	455.00	\$1,820.00	\$171.00	\$684.00	171.00	\$684.00
44	Pedestrian Crossing Sign W11-2 (FYG)	EA	8	237.50	\$1,900.00	425.00	\$3,400.00	\$238.00	\$1,904.00	237.50	\$1,900.00
45	Directional Arrow Sign W16-7P (FYG)	EA	8	76.00	\$608.00	200.00	\$1,600.00	\$76.00	\$608.00	76.00	\$608.00
46	Keep Right Sign R4-7	EA	4	190.00	\$760.00	455.00	\$1,820.00	\$190.00	\$760.00	190.00	\$760.00
47	Yield Sign R1-2	EA	8	200.00	\$1,600.00	415.00	\$3,320.00	\$200.00	\$1,600.00	200.00	\$1,600.00
48	One Way Sign R6-1	EA	4	114.00	\$456.00	280.00	\$1,120.00	\$114.00	\$456.00	114.00	\$456.00
49	Chevron Sign R6-4	EA	4	190.00	\$760.00	455.00	\$1,820.00	\$190.00	\$760.00	190.00	\$760.00
50	Exit Guide Sign D1-1	EA	4	171.00	\$684.00	280.00	\$1,120.00	\$171.00	\$684.00	171.00	\$684.00
COUNTY OF BOONE - ST. CHARLES/LAKE OF THE WOODS ROAD INTERSECTION IMPROVEMENTS TOTAL BASE BID				\$453,711.00		\$747,412.65		\$565,811.55		\$546,577.83	

Final Official Bid Tabulation This tabulation represents the verified numerical calculations of each bid submitted timely.

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 **Aplex 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 181/2012
ST. CHARLES AND LAKE OF THE WOODS INTERSECTION IMPROVEMENTS
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 amount is **\$453,711.00.**

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
- Scope of Work
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidder's Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgment
- Insurance Requirements
- Contract Conditions
- Contract Agreement
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Labor & Material Payment Bond, 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
- State Wage Rates- Annual Wage Order #19
- Boone County Standard Terms and Conditions

Project Plans and/or Details
Stormwater Pollution Prevention Plan (SWPPP)

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, 2011", 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 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: \$453,711.00.

Four Hundred Fifty Three Thousand, Seven Hundred Eleven Dollars and Zero Cents (\$453,711.00)

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 Nov. 27, 2012 at Columbia, Missouri.
(Date)

CONTRACTOR:
APLEX INC.

By: Juanita Schuster
Authorized Representative Signature
Juanita Schuster, President

By: _____
Authorized Representative Printed Name
Title: _____

OWNER, BOONE COUNTY, MISSOURI

By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

CJ Dykhouse
CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy S. Noren my
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature by eg

11/16/12
Date

2045-71100 - \$453,711.00
Appropriation Account

BID FORM
ST. CHARLES ROAD/LAKE OF THE WOODS ROAD INTERSECTION IMPROVEMENTS

Description	Qty.	Unit	Unit Price	Total
BASE BID (TOTAL CLOSURE)				
MOBILIZATION	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
CONSTRUCTION STAKING	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
COMPACTION TESTING	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
CONCRETE TESTING	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
TRAFFIC CONTROL (TOTAL CLOSURE)	1	LS	\$ 2,000 ⁰⁰	\$ 2,000 ⁰⁰
PORTABLE CHANGEABLE MESSAGE SIGN	6	EAWK	\$ 800 ⁰⁰	\$ 4,800 ⁰⁰
SWPPP COMPLIANCE	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
EROSION CONTROL	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
EROSION CONTROL BLANKET (N.A. GREEN SC150 OR EQUAL)	100	SY	\$ 6 ⁵⁰	\$ 650 ⁰⁰
RESTORATION	1	LS	\$ 2,850 ⁰⁰	\$ 2,850 ⁰⁰
TOPSOIL AND MULCH BACKFILL INSIDE ISLANDS	1	LS	\$ 4,000 ⁰⁰	\$ 4,000 ⁰⁰
REMOVALS	1	LS	\$ 17,000 ⁰⁰	\$ 17,000 ⁰⁰
TREE AND STUMP REMOVAL	21	EA	\$ 200 ⁰⁰	\$ 4,200 ⁰⁰
EARTH EXCAVATION	1015	CY	\$ 10 ⁰⁰	\$ 10,150 ⁰⁰
COMPACTED EMBANKMENT FROM BORROW	600	CY	\$ 10 ⁰⁰	\$ 6,000 ⁰⁰
TYPE 1 AGGREGATE BASE (4" THICK)	4500	SY	\$ 6 ⁰⁰	\$ 27,000 ⁰⁰
9" CLASS 'A' CONCRETE PAVEMENT W/INTEGRAL CURB	4066	SY	\$ 42 ⁰⁰	\$ 170,772 ⁰⁰
8" STAMPED COLORED PCC TRUCK APRON W/INTEGRAL CURB	425	SY	\$ 70 ⁰⁰	\$ 29,750 ⁰⁰
SPLITTER ISLAND BARRIER CURB	130	SY	\$ 120 ⁰⁰	\$ 15,600 ⁰⁰
6" PC CONCRETE DRIVEWAY PAVEMENT	250	SY	\$ 40 ⁰⁰	\$ 10,000 ⁰⁰
4" PC CONCRETE SIDEWALK INCLUDING CURB RAMPS	250	SY	\$ 40 ⁰⁰	\$ 10,000 ⁰⁰
DETECTABLE WARNING STRIPS	16	EA	\$ 500 ⁰⁰	\$ 8,000 ⁰⁰
GRAVEL DRIVEWAY TRANSITION	60	SY	\$ 20 ⁰⁰	\$ 1,200 ⁰⁰
15" STORM DRAINAGE PIPE	458	LF	\$ 37 ⁰⁰	\$ 16,946 ⁰⁰
15" PRECAST CONCRETE FLARED END SECTION	2	EA	\$ 600 ⁰⁰	\$ 1,200 ⁰⁰
6'x3' STD. TYPE 'M' CURB INLET	4	EA	\$ 2,500 ⁰⁰	\$ 10,000 ⁰⁰
6'x4' STD. TYPE 'M' CURB INLET	1	EA	\$ 3,100 ⁰⁰	\$ 3,100 ⁰⁰
8'x5.5' STD. TYPE 'M3' CURB INLET W/DOGHOUSE	1	EA	\$ 4,500 ⁰⁰	\$ 4,500 ⁰⁰
TYPE M PCC FLUME	1	EA	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
ADJUSTING STORM MANHOLE TO GRADE	1	EA	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
CONVERTING CURB INLET INTO JUNCTION BOX	4	EA	\$ 2,500 ⁰⁰	\$ 10,000 ⁰⁰

BID FORM
ST. CHARLES ROAD/LAKE OF THE WOODS ROAD INTERSECTION IMPROVEMENTS

Description	Qty.	Unit	Unit Price	Total
SANITARY SEWER MANHOLE HEIGHT ADJUSTMENT	3	EA	\$ 2000 ⁰⁰	\$ 6000 ⁰⁰
CUT AND CAP SANITARY SEWER SERVICE CONNECTION	1	EA	\$ 600 ⁰⁰	\$ 600 ⁰⁰
LANDSCAPE ISLAND WATER SERVICE LINE	1	LS	\$ 3000 ⁰⁰	\$ 3000 ⁰⁰
4" SOLID YELLOW LINE PAVEMENT MARKING	454	LF	\$ 5 ⁰⁰	\$ 2270 ⁰⁰
4" SOLID DOUBLE YELLOW LINE PAVEMENT MARKING	450	LF	\$ 10 ⁰⁰	\$ 4500 ⁰⁰
8" SOLID WHITE LINE PAVEMENT MARKING	196	LF	\$ 9 ⁰⁰	\$ 1764 ⁰⁰
8" SOLID YELLOW LINE PAVEMENT MARKING	345	LF	\$ 9 ⁰⁰	\$ 3105 ⁰⁰
8" YELLOW DIAGONAL LINE PAVEMENT MARKING	197	LF	\$ 9 ⁰⁰	\$ 1773 ⁰⁰
12" DOTTED WHITE LINE PAVEMENT MARKING	151	LF	\$ 11 ⁰⁰	\$ 1661 ⁰⁰
CROSSWALK PAVEMENT MARKING	8	EA	\$ 1000 ⁰⁰	\$ 8000 ⁰⁰
CIRCULAR INTERSECTION SIGN (ROUNDBOUT) W2-6	4	EA	\$ 342 ⁰⁰	\$ 1368 ⁰⁰
ADVANCE STREET NAME SIGN W16-8	4	EA	\$ 171 ⁰⁰	\$ 684 ⁰⁰
PEDESTRIAN CROSSING SIGN W11-2 (FYG)	8	EA	\$ 237 ⁵⁰	\$ 1900 ⁰⁰
DIRECTIONAL ARROW SIGN W16-7P (FYG)	8	EA	\$ 76 ⁰⁰	\$ 608 ⁰⁰
KEEP RIGHT SIGN R4-7	4	EA	\$ 190 ⁰⁰	\$ 760 ⁰⁰
YIELD SIGN R1-2	8	EA	\$ 200 ⁰⁰	\$ 1600 ⁰⁰
ONE WAY SIGN R6-1	4	EA	\$ 114 ⁰⁰	\$ 456 ⁰⁰
CHEVRON SIGN R6-4	4	EA	\$ 190 ⁰⁰	\$ 760 ⁰⁰
EXIT GUIDE SIGN D1-1	4	EA	\$ 171 ⁰⁰	\$ 684 ⁰⁰
BASE BID TOTAL				\$ 453,711⁰⁰
BID ALTERNATE NO. 1 (PARTIAL CLOSURE)				
ADD: ADDITIONAL TRAFFIC CONTROL REQUIRED FOR PARTIAL CLOSURE	1	LS	\$ 20,000 ⁰⁰	\$ 20,000 ⁰⁰
BID ALTERNATE NO. 1 TOTAL				\$ 20,000⁰⁰
BID SUMMARY				
TOTAL BASE BID + BID ALT. NO. 1				\$ 473,711⁰⁰

THE BIDDER MUST INCLUDE BID PRICES FOR THE BASE BID AND BID ALTERNATE NO. 1 OR THE BID WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED.

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>
10/10/12	# 2
10/10/12	#2

COMPANY NAME: Aplex Inc

ADDRESS: 3188 County Road 303

CITY, STATE, ZIP Linn Mo 65051

PHONE NUMBER: (573) 897-4604

AUTHORIZED REPRESENTATIVE: Juanita Schuster

TITLE: President

SIGNATURE: Juanita Schuster

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

SEE ATTACHED SHEET

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: St Charles Road / Lake of the Woods Intersection

Project No.: ~~181/210-2012~~ 181/2012

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.

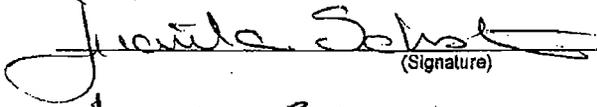
SECTION V

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: Aplex INC

By: 
(Signature)

Juanita Schuster
(Print or Type Name)

Title: President

Address: 213188 County Road 303

City, State, Zip: Lynn Mo 65051

Phone: (573) 897-4404

Fax: (573) 897-4016

Date: 10-16-12

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.

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

County of Osage)
State of Missouri)ss

My name is Juanita Schuster

I am an authorized agent of Aplex 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 hereto.

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.

Juanita Schuster 10-16-12
Affiant Date
Juanita Schuster
Printed Name

Subscribed and sworn to before me this 16th day of October, 2012.

[Signature]
Notary Public

JEFFREY A. KEMP
Notary Public
Commissioned for Osage County
My Commission Expires: February 07, 2014
Commission Number: 10932618

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: Apley Inc
2. Business Address: 3188 CR 303
Linn Mo 65051
3. When Organized: 1988
4. When Incorporated: 1988
5. If not incorporated, state type of business and provide your federal tax identification number:
NA
6. Number of years engaged in contracting business under present firm name:
24
7. If you have done business under a different name, please give name and location:
NA
8. Percent of work done by own staff: 89%
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 attachment # 1
12. List of projects currently in progress: See attachment # 2

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Osage

Juanita Schuster, being first duly sworn, deposes and says that he is President
(Title of Person Signing)

of Aplex 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 Juanita Schuster President
By [Signature] VICE PRESIDENT
By _____

Sworn to before me this 16th day of October, 20 12

[Signature]
Notary Public

My Commission Expires _____

JEFFREY A. KEMP
Notary Public
Commissioned for Osage County
My Commission Expires: February 07, 2014
Commission Number: 10932618

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
X corporation, incorporated under laws of the state of Missouri

Dated 10-16-2012
Name of individual, all partners, or joint venturers:

Address of each:

Juanita Schuster
Ron Helmig

2135 Tanner Bridge Jefferson Co Mo
1119 CR 202 Linn Mo

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.)

3188 County Road 303 Linn Mo

Aplex Inc
(If a corporation - show its name above)

ATTEST:

Juanita Schuster
(Secretary)

President, 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 Osage

On this 16 day of Oct, 20 12

before me appeared Juanita Schuster 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 Juanita Schuster
President or other agent

of Aplex 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 Linn, Missouri the day and year first above written.

(SEAL) [Signature] Notary Public

My Commission expires _____, 20 _____

JEFFREY A. KEMP
Notary Public
Commissioned for Osage County
My Commission Expires: February 07, 2014
Commission Number: 10932618

A Hachment #2

Aplex Jobs In Progress

Jasper Co	Rt 171	\$10,000.00
Pulaski Co	Rt 44	\$12,820.00
Bolinger Co	Rt 51	\$19,850.00
Greene Co	Rt 13	\$28,920.00
Taney Co	RT 65	\$34,300.00
Laclede Co	Rt 44	\$35,775.00
St Francois Co	Rt 67	\$42,455.00
Butler Co	Rt 67	\$64,000.00
Union	Main St Imp	\$66,600.00
Cole Co	RT179	\$81,000.00
Boone Co	RT 163	\$180,000.00
Columbia	Hominy Crk	\$75,350.00

Juanita Schust

Attachment # 1

Sheet1

Jobs Completed By Aplex, Inc

2008

Phelps Co	I-44	\$20,250.00
Ozark	PruettLake	\$25,500.00

Christian Co.	RT14	\$28,000.00
Franklin	RT44	\$137,485.00

2009

CrawfordCo	RT19	\$5,250.00
Montgomery	I-70	\$12,151.00
CityofSpringFi	South Creek	\$13,300.00
Springfield	RT13	\$14,937.00
BartonCo	RT71	\$16,362.50
Benton	RT65	\$18,000.00
GreeneCo	RT13-144	\$21,000.00
City of Jeff	Bolivar	\$145,862.00

Marion/Ralls	RT36/24	\$22,180.00
PolkCo	RT13	\$24,750.00
CallCo/cooper	RT70	\$25,634.00
ColeCo	MoreauRiver	\$29,602.00
Miller&Camde	RT54	\$44,260.00
CityofCol	ProvidenceRd	\$68,425.00
CamenCo	RT54	\$78,410.50

2010

CallCo	Rt 54	\$4,000.00
Dallas	RT65	\$12,987.50
Texas	Rt60	\$26,100.00
Boone	RTK	\$27,594.00
Texas	RT63	\$44,550.00
CityofCol	ColtRail	\$45,325.00
Miller	RT54	\$50,150.00
Jeff City	Stormwater	\$50,300.00
Boone KTU	Rt 63	\$71,000.00

MadisonCo	RT67	\$78,080.00
StClair	Rt13	\$90,250.00
Camden	RT54	\$94,583.00
Boonville	Stormwater	\$142,000.00
Cole	RT179	\$153,000.00
Mexico Gravel	RD	\$162,000.00
Cole	Rt 54	\$200,000.00
Boonville	Concrete Rep:	\$300,615.00

2011

Camden	RT A	\$13,915.00
vernon	Rt 71	\$14,378.00
Boone	*RT VaR	\$16,000.00
Boone	RT124	\$16,129.00
callaway	RT63	\$19,000.00
Callaway	Rt Z	\$20,229.50
Texas	Rt 32	\$30,488.00

KTU	KTU	\$35,500.00
Boone	rt i70	\$43,800.00
LacledeCo.	Rt 144	\$46,200.00
Barton	RT71	\$63,050.00
CityofCol	ScottBlvd	\$184,415.00
Franklin	RT50	\$210,311.50
Vernon North	RT71	\$264,750.00

2012

Camden	Rt 54	\$11,720.00
Marion	RT 24	\$19,025.00
madison	RT 72	\$19,500.00
vernon	Rt 71	\$25,800.00
Miller	Rt242	\$33,477.00

Howard	rt240	\$38,980.00
New Madrid	RT 60	\$68,460.00
Osage Co	Chamois	\$103,000.00
Greene	Rt 160	\$109,484.00
boone	Clark	\$293,590.00

Juanita Schel



CITY OF COLUMBIA, MISSOURI
NOTICE TO BIDDERS
ADDENDUM #1
COMBINED PROJECT – CITY OF COLUMBIA &
COUNTY OF BOONE
CLARK LANE PHASE 2 & ST. CHARLES AND
LAKE OF THE WOODS INTERSECTION IMPROVEMENTS
RFQ #181/2012

Bidders shall note these changes to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line. This addendum consists of the following information:

1. Attached minutes from Pre-Bid Meeting.
2. No additional changes made.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 181/2012.

Firm Aplex, Inc Date 10/16/12

Signed [Signature]

Aplex Inc.

Subcontractor Name/ Address	Work assigned	DBE Firm
KW Luetkemeyer 4508 Country Club Drive Jefferson City Mo 65109	Striping	NO
Keith Contracting LLC 1906 Old US 40 Columbia MO 65201	Traffic Control Signage	YES
Schrimpf Landscaping Inc PO Box 105258 Jefferson City Mo 65110	Seeding Mulching Erosion Control	YES
Christensen Construction PO Box 159 Kindgom City Mo 65262	Asphalt	
Meco Engineering Company Inc. 2701 Industrial Dr Jefferson City, MO 65109	Construction Staking	NO

Juanita Scholt

Columbia, Missouri
RFQ # 181/2012
**COMBINED PROJECT – CITY OF COLUMBIA &
COUNTY OF BOONE
CLARK LANE PHASE 2 & ST. CHARLES AND
LAKE OF THE WOODS INTERSECTION IMPROVEMENTS
Pre-Bid Meeting Agenda
10:00 AM Friday, October 5, 2012**

1. Bidding Procedures

- Bid opening. – Tuesday, October 16, 2012 at 2:00 PM. All bids turned into the City of Columbia
- Bid submission: Paper bid forms or electronic bid submission
- Bid Forms (yellow packet from City of Columbia and Boone County), Pricing Sheet (Page 23) with Items A, B, C & D.

2. Project Schedule and Liquidated Damages

- Final completion July 12, 2013
- \$2,500.00 per calendar day liquidated damages.
- Boone County – Allowing 30 closure with \$5,000 per calendar day liquidated damages.

3. Addenda.

- Addenda to be issued through American Document Solutions and posted to the City's E bidding website.
- All addenda must be acknowledged on the bid Form or uploaded as an attachment in the electronic bid system.

4. Project Description

- Project Scope – Two sets of plans, Two sets of specifications. Project is bid jointly but Two separate contracts will be issued. Award will be made to the overall low bidder for both projects. Agencies will evaluate on Line Item C. Note: Line item D must be quoted for the bid to be considered responsive.
- Schedule or Special Concerns – County project allows for a 30 day lane closure. MoDOT exclusion of liquidated damages is not included in the closure. 30 days is all the contractor will have. City project allows for partial traffic. Work shall be staged so Lake of the Woods Road will not be closed at the same time as Lakewood Dr. The fire station must have access at all times. Project requires resident access and mail access at all times. Utilities are being relocated and Boone Electric is on schedule with a completion date of January 3, 2013

5. Questions

Q: Do we need to have two sets of bid bonds?

A: No, One Bid Bond for 5% of Line C on the bid form will be accepted. Contracts will be separate and contractor will be required to submit separate labor and material payment bonds to each agency.

.....
Q: Do we need to put the bids for each agency in a separate envelope?

A: No, One envelope is acceptable.

.....

Q: Will the walkways inside the roundabout splitter islands be full-depth 9" PCC pavement, or 4" sidewalk pavement?

A: Full-depth 9" PCC pavement. This is reflected in the quantities for 9" PC Concrete Street Pavement for both projects.

.....

Q: The specification for colored, imprinted concrete for both projects calls out a surface-applied coloring agent, to be applied to fresh non-tinted PCC pavement, during finishing. Is tinted PCC pavement an acceptable alternative?

A: Tinted PCC pavement is acceptable. Tinted PCC pavement shall be subject to Section 608.3.2 and Section 1056 of the "Standard Specifications for Highway Construction" (Edition 2011) of the Missouri Highway and Transportation Commission.

.....

Q: In the pavement joint plan for both roundabouts, Type CS joints are called out for both longitudinal and transverse joints. Can Type C joints be substituted for Type CS joints for transverse joints?

A: Type CS joints shall be placed for both longitudinal and transverse joints. For Clark Lane Phase 2, Type C joints may be used for transverse joints west of the Type A expansion joint at approx. Sta. 70+40.

.....

Q: For Clark Lane Phase 2, Technical Specification TS-22 Landscape Water Island, Section III. C., states: "A hose connection shall be installed in the roundabout center island and in each splitter island, per the hose connection detail." A waterline is only shown being run to the central island.

A: The Technical Specification is in error. A hose connection is only required for the central island, not at the splitter islands.



CITY OF COLUMBIA, MISSOURI
NOTICE TO BIDDERS
ADDENDUM #2
COMBINED PROJECT – CITY OF COLUMBIA &
COUNTY OF BOONE
CLARK LANE PHASE 2 & ST. CHARLES AND
LAKE OF THE WOODS INTERSECTION IMPROVEMENTS
RFQ #181/2012

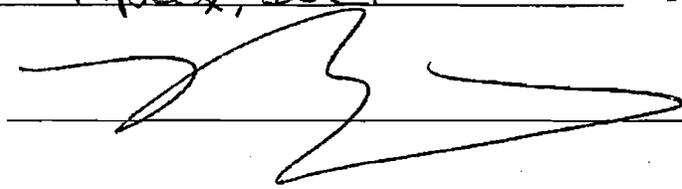
Bidders shall note these changes to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line. This addendum consists of the following information:

1. Attached REVISED minutes from Pre-Bid Meeting.
2. No additional changes made.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 181/2012.

Firm Aplex, Inc. Date 10/16/12

Signed 

Columbia, Missouri
RFQ # 181/2012
**COMBINED PROJECT – CITY OF COLUMBIA &
COUNTY OF BOONE
CLARK LANE PHASE 2 & ST. CHARLES AND
LAKE OF THE WOODS INTERSECTION IMPROVEMENTS
Pre-Bid Meeting Agenda
10:00 AM Friday, October 5, 2012**

1. Bidding Procedures

- Bid opening. – Tuesday, October 16, 2012 at 2:00 PM. All bids turned into the City of Columbia.
- Bid submission: Paper bid forms or electronic bid submission.
- Bid Forms (yellow packet from City of Columbia and Boone County), Pricing Sheet (Page 23) with Items A, B, C & D.

2. Project Schedule and Liquidated Damages

- Final completion July 12, 2013.
- \$2,500.00 per calendar day per project liquidated damages.
- Additional liquidated damages associated with the County Project base bid are explained in the Special Provisions of the County Specifications.

3. Addenda.

- Addenda to be issued through American Document Solutions and posted to the City's E bidding website.
- All addenda must be acknowledged on the bid Form or uploaded as an attachment in the electronic bid system.

4. Project Description

- Project Scope – This is explained in the "Scope of Work" sections of the City Specifications and County Specifications.
- Schedule or Special Concerns – County project base bid allows for a 30 day total closure to thru traffic. This is explained in the Special Provisions of the County Specifications. Project requires resident access and mail access at all times. Utilities are being relocated and Boone Electric is on schedule with a completion date of January 3, 2013.

5. Questions

Q: Do we need to have two sets of bid bonds?

A: No, One Bid Bond for 5% of Line C of the Scope of Work will be accepted. Contracts will be separate and contractor will be required to submit separate labor and material payment bonds to each agency.

.....
Q: Do we need to put the bids for each agency in a separate envelope?

A: No, One envelope is acceptable.
.....

.....

Q: Will the walkways inside the roundabout splitter islands be full-depth 9" PCC pavement, or 4" sidewalk pavement?

A: Full-depth 9" PCC pavement. This is reflected in the quantities for 9" PC Concrete Street Pavement for both projects.

.....

Q: The specification for colored, imprinted concrete for both projects calls out a surface-applied coloring agent, to be applied to fresh non-tinted PCC pavement, during finishing: Is tinted PCC pavement an acceptable alternative?

A: Tinted PCC pavement is acceptable. Tinted PCC pavement shall be subject to Section 608.3.2 and Section 1056 of the "Standard Specifications for Highway Construction" (Edition 2011) of the Missouri Highway and Transportation Commission.

.....

Q: In the pavement joint plan for both roundabouts, Type CS joints are called out for both longitudinal and transverse joints. Can Type C joints be substituted for Type CS joints for transverse joints?

A: Type CS joints shall be placed for both longitudinal and transverse joints. For Clark Lane Phase 2, Type C joints may be used for transverse joints west of the Type A expansion joint at approx. Sta. 70+40.

.....

Q: For Clark Lane Phase 2, Technical Specification TS-22 Landscape Water Island, Section III. C., states: "A hose connection shall be installed in the roundabout center island and in each splitter island, per the hose connection detail." A waterline is only shown being run to the central island.

A: The Technical Specification is in error. A hose connection is only required for the central island, not at the splitter islands.

Search Results

Current Search Terms: aplex* inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.309.20121019-1657

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



USA.gov

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,
Aplex, Inc.

as Principal, hereinafter called Contractor, and Granite Re, Inc.

a Corporation, organized under the laws of the State of Oklahoma
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 Obligeo, hereinafter called Owner, in
the amount of Four Hundred Fifty-Three Thousand Seven Hundred Eleven & No/100 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: St. Charles and Lake of the Woods Road Intersection Improvements

Project No.: Bid Number 181/2012

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-in-Fact at St. Louis, Missouri on this 2nd day of November, 2012.

Aplex, Inc.

(Contractor)

(SEAL)

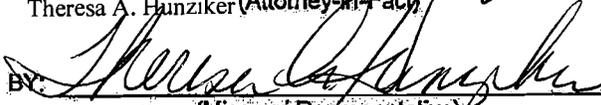
BY: _____

Granite Re, Inc.

(Surety Company)

(SEAL)

BY: 
Theresa A. Hunziker (Attorney-in-Fact)

BY: 
Theresa A. Hunziker (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: Joe Stawowy
Phone Number: 800-440-5953
Address: 14001 Quailbrook Drive
Oklahoma City, OK 73134

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,
Aplex, Inc.

as Principal, hereinafter called Contractor, and Granite Re, Inc.

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

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

Four Hundred Fifty-Three Thousand Seven Hundred Eleven and No/100 Dollars,

(\$ 453,711.00), 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:

Project Name: St. Charles and Lake of the Woods Intersection Improvements

Project No.: Bid Number 181/2012

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.

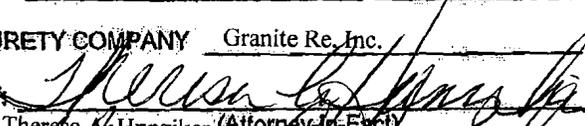
IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at St. Louis, Missouri

_____ on this 2nd day of November, 20 12

CONTRACTOR: Aplex, Inc. (Seal)

BY: _____

SURETY COMPANY Granite Re, Inc.

BY: 

Theresa A. Hunziker (Attorney-in-Fact)

BY: 

Theresa A. Hunziker (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: Joe Stawowy Phone Number: 800-440-5953
Address: 14001 Quailbrook Drive
Oklahoma City, OK 73134

LABOR AND MATERIAL
PAYMENT BOND

13.2

STATE OF MISSOURI

COUNTY OF CITY OF ST. LOUIS

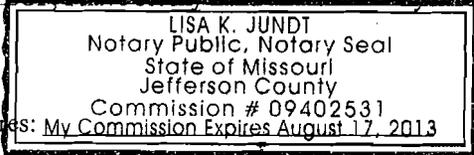
SS:

On NOVEMBER 2, 2012, before me, a Notary Public in and for said County and State, residing therein,

duly commissioned and sworn, personally appeared THERESA A. HUNZIKER

known to me to be Attorney-in-Fact of GRANITE RE, INC. the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal, the day and year stated in this certificate above.



My Commission Expires: My Commission Expires August 17, 2013

Lisa K. Jundt
NOTARY PUBLIC

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

GREGORY L. STANLEY; MICHAEL T. REEDY; JAMES P. CITTADINO; THERESA A. HUNZIKER; DONNA J. THONE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

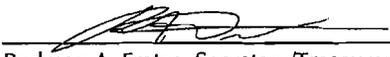
GREGORY L. STANLEY; MICHAEL T. REEDY; JAMES P. CITTADINO; THERESA A. HUNZIKER; DONNA J. THONE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 4th day of June, 2009.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Rodman A. Frates, Secretary/Treasurer

On this 4th day of June, 2009, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2012
Commission #: 00005708




Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 2ND day of NOVEMBER, 2012




Rodman A. Frates, Secretary/Treasurer

100

100

100

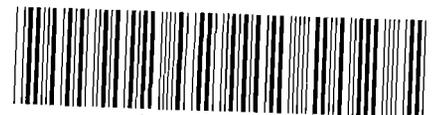
COVER PAGE

Stormwater Pollution Prevention Plan (SWPPP)

For

**St. Charles Road/Lake of the Woods
Road Intersection Improvements**

Boone County Resource Management-Engineering Division



9193B1S3023

TITLE PAGE

STORMWATER POLLUTION PREVENTION PLAN FOR

Project Name: **St. Charles Road/Lake of the Woods Road Intersection Improvements**

Project Location/Address: **The intersection of St. Charles Road, Lake of the Woods Road and Player Place**

City/State/Zip: **Columbia, Missouri 65202**

Project Site Telephone Number: **N/A**

Parcel Number: **N/A**

PREPARED FOR

Project Property Owner's Name: **Boone County, Missouri (c/o Resource Management Department)**

Address: **801 East Walnut, Room 315**

City: **Columbia** State: **Missouri** Zip: **65201**

Phone: **573-886-4480** Fax: **573-886-4340**

Email:

PREPARED BY

Consulting Company: **Boone County Resource Management-Engineering Division**

Consultant's Name: **Derin E. Campbell, P.E.**

Address: **801 East Walnut, Room 315**

City: **Columbia** State: **Missouri** Zip: **65201**

Phone: **573-886-4480** Fax: **573-886-4340**

Email: **dcampbell@boonecountymo.org**

SWPPP Preparation Date: **September 7, 2012**

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- 1.2 Contact Information/Responsible Parties
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- 1.6 Receiving Waters
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- 1.8 Potential Sources of Pollution
- 1.9 Endangered Species Certification
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- 1.11 Applicable Federal, State, Tribal, or Local Programs
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- 2.2 Phase Construction Activity
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Section 3. Good Housekeeping BMPs

- 3.1 Material Handling and Waste Management
- 3.2 Establish Proper Building Material Staging Areas
- 3.3 Designate Washout Areas
- 3.4 Establish Proper Equipment/Vehicle Washing, Fueling and Maintenance Practices
- 3.5 Spill Prevention and Control Plan
- 3.6 Allowable Non-stormwater Discharge Management

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Section 5. Recordkeeping and Training

- 5.1 Recordkeeping
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- A. General Location Map
- B. Site Maps
- C. Permits
- D. Reportable Quantity Release Form
- E. Inspection Report
- F. BMP Detail Sheets

SECTION 1. SITE EVALUATION, ASSESSMENT, & PLANNING

1.1 PROJECT/SITE INFORMATION

Project Name: **St. Charles Road/Lake of the Woods Road Intersection Improvements**
Project Location/Address: **The intersection of St. Charles Road, Lake of the Woods Road and Player Place**
City/State/Zip: **Columbia, Missouri 65202**
County or Similar Subdivision: **Boone County**
Latitude:
_____, ____"
Longitude:
_____, ____"
Is this project considered a federal facility? Yes No
State Operating Permit needed? Yes No
NPDES project or permit tracking number: **MO-R100049**

1.2 CONTACT INFORMATION/RESPONSIBLE PARTIES

General Contractor: _____
General Contractor Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____

Erosion Control Inspector: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____

24-Hour Contact: _____
Contact Name: _____
Phone: _____

Consulting Company: Boone County Resource Management-Engineering Division

Consultant's Name: Derin E. Campbell, P.E.

Address: 801 East Walnut, Room 315

City: Columbia State: Missouri Zip: 65201

Phone: 573-886-4480 Fax: 573-886-4340

Email: dcampbell@boonecountymo.org

1.3 CONSTRUCTION SITE ESTIMATES

Total Site Area: 1.52 acres

Estimated Area to be disturbed by all activities: 1.52 acres

Percentage impervious surface prior to development: 54.6 %

Runoff Coefficient prior to development: 0.63

Percentage impervious surface after development: 71.1 %

Runoff Coefficient after development: 0.73

1.4 NATURE AND SEQUENCE OF CONSTRUCTION ACTIVITIES

General Description of Project:

Construction of a Roundabout at the intersection of St. Charles Road, Lake of the Woods Road and Player Place. See attached maps in Appendices A & B. The Contractor shall follow the Project Plans & Specifications concerning waste and barrow material as well as equipment storage and erosion control measures. The Contractor shall furnish additional details regarding storage areas at the Pre-Construction Meeting.

What is the function of the construction activity?

- Residential/ Subdivision
- Commercial/ Industrial
- Road Construction
- Linear/ Utility

1.5 SOILS, SLOPES, VEGETATION AND CURRENT DRAINAGE PATTERNS

Soil Type(s): **50008-Keswick Silt Loam and 50059-Mexico Silt Loam**

Slopes: **1-9% slopes, grading will utilize maximum side slopes of 3:1**

Drainage Patterns: **Site drainage enters an existing closed pipe storm system and drains south to an Un-named tributary of the North Fork of the Grindstone Creek.**

Vegetation: **Existing land is within an area of single-family and multi-family residential development. Disturbed areas shall be seeded, fertilized and mulched in accordance with the Project Specifications.**

Other: _____

1.6 RECEIVING WATERS

Outfall #1:

Name of Watershed: **Un-named Tributary**

Receiving Waterbody: **North Fork of the Grindstone Creek** Class: **Not C or P**

Distance from project outfall to receiving water: **750 +/-** feet Type of outfall: **Existing Rock Blanket**

How will velocity be reduced at the outfall? **Existing rock blanket**

Description of storm sewer/drainage system: **This project will construct a closed pipe storm water system and will discharge into an existing closed pipe storm system upstream from the Un-named tributary.**

Will work be done in a Jurisdictional stream or creek?

Yes _____ No

If so, what steps will be taken to address the impact of construction? **N/A**

Are there any impaired waters on the site? Yes No

If so, what is the name of the waterbody, and list the impairment: _____

If the above answer is yes, has a Total Maximum Daily Load (TMDL) been developed? Yes No

If a TMDL has been developed, list any specific requirements that are applicable to the construction site.

1.7 SITE FEATURES AND SENSITIVE AREAS TO BE PROTECTED

Environmentally sensitive areas on or near the project? Yes No

If yes, describe of environmentally sensitive area: N/A

Steps taken to address the impact of construction: N/A

STREAM BUFFER MEASUREMENTS - if there will be construction taking place along a stream and this project has been platted after June 1, 2009, please fill this section out:

Will there be any stream buffer delineations on site? Yes No

Width:

- Type 1 (not to disturb within 100 ft.)
- Type 2 (not to disturb within 50 ft.)
- Type 3 (not to disturb within 30 ft.)

Slope Modifications (% slope):

- 0-14% (no change in outer zone width)
- 15-25% (add 25 ft. to outer zone width)
- >25% (add 50 ft. to outer zone width)

Will there be any stream buffer averaging taking place on this property? Yes No

1.8 POTENTIAL SOURCES OF POLLUTANTS

Potential sources of sediment to stormwater runoff: **Areas where tree removal, topsoil stripping, excavation embankment and soil stockpiling have occurred.**

Potential pollutants and sources, other than sediment, to stormwater runoff:

Trade Name/Material	Stormwater Pollutants	Location(s)
Gasoline, diesel fuel, motor oil	Petroleum	Vehicle/equipment leakage or material storage areas
Antifreeze	Glycol, heavy metals	Vehicle/equipment leakage or material storage areas
Hydraulic fluid	Mineral oil	Vehicle/equipment leakage or material storage areas
Fertilizer	Nitrogen, phosphorous	Material storage areas
Waste Dumpster	Trash and floatables	Covered/ enclosed storage

1.9 ENDANGERED SPECIES CERTIFICATION

Endangered or threatened species/critical habitats on or near the project? Yes No

Description of species and/or critical habitat: N/A

1.10 HISTORIC PRESERVATION

Historic Sites on or near the project? Yes No

Description of species and/or critical habitat: N/A

1.11 APPLICABLE FEDERAL, STATE, TRIBAL, OR LOCAL PROGRAMS

Boone County, Missouri Storm water Ordinance

1.12 MAPS

The site map for this Project includes the Construction Plans referenced in Appendix B.

The site map should show changes that have been made to the construction site, BMPs and stabilization methods as the site progresses. The Missouri State Operating Permit requires that the SWPPP and site map be kept up to date. The Contractor shall mark up the site map with the locations and dates of any changes being made. Also include the current locations of the following:

- Portable toilets
- Material storage, vehicle and equipment fueling and maintenance areas
- Concrete, paint and stucco washouts
- Dumpster containers
- Spill kits
- Soil stockpiles
- Any other non-structural non-stormwater BMPs, temporarily removed structural BMPs or changes to the structural BMPs

2.2 PHASE CONSTRUCTION ACTIVITY

GENERAL SEQUENCE OF CONSTRUCTION (attach additional sheets if necessary):

- Pre-Construction Meeting for SWPPP training prior to any construction
 - Install temporary BMP's for perimeter control
 - Clearing and grubbing
 - Tree and brush removal and disposal
 - Excavation and embankment grading (remove excess soil from site as needed)
 - Install silt fence and ditch checks (as excavation and embankment progresses)
 - Temporary seed and mulch (as needed or required)
 - Prepare all disturbed areas for seeding
 - Permanent seed, fertilize and mulch
-
-
-
-

SEQUENCE OF CONSTRUCTION: *The General Contractor must complete the following sequence of construction for land disturbance before approval will be given. Under Item, please list the land disturbance items for which contractors are to be used (i.e. grading, storm sewer, paving, sanitary sewer, curb & gutter, erosion and sediment controls, water, etc.)*

ITEM	SUBCONTRACTOR
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

2.3 PERMANENT STRUCTURAL BMPS

BMP: None

Description: N/A

Maintenance and Inspection Procedures: N/A

BMP: None

Description: N/A

Maintenance and Inspection Procedures: N/A

2.4 Temporary Structural BMPs

BMP: Silt Fence

Description: **See Construction Plans, Specifications and Appendix F – BMP Detail Sheets**

Maintenance and Inspection Procedures: **See the Specifications and Appendix F – BMP Detail Sheets**

BMP: Temporary Construction Entrance

Description: **See Construction Plans, Specifications and Appendix F – BMP Detail Sheets**

Maintenance and Inspection Procedures: **See the Specifications and Appendix F – BMP Detail Sheets**

BMP: Rolled Erosion Control Products

Description: **See Construction Plans, Specifications and Appendix F - BMP Detail Sheets**

Maintenance and Inspection Procedures: **See the specification and Appendix F - BMP Detail Sheets**

BMP: Ditch Checks

Description: **See Construction Plans, Specifications and Appendix F – BMP Detail Sheets. Install per typical detail shown on the Construction Plans.**

Maintenance and Inspection Procedures: **See the Specifications and Appendix F – BMP Detail Sheets**

2.5 PERMANENT NON-STRUCTURAL BMPS

BMP: Permanent Seeding and Mulching

Description: See Construction Plans, Specifications and Appendix F - BMP Detail Sheets. Permanent seeding and mulching must be initiated immediately and completed within 7 calendar days whenever any clearing, grading, excavation or other earth disturbing activities have permanently ceased on any portion of the site."

Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets

2.6 TEMPORARY NON-STRUCTURAL BMPS

BMP: Temporary Seeding and Mulching

Description: See Construction Plans, Specifications and Appendix F – BMP Detail Sheets. Seeding and mulching shall be applied when soil disturbing activities cease in an area for 14 days or more.

Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets

SECTION 3. GOOD HOUSEKEEPING BMPs

3.1 MATERIAL HANDLING AND WASTE MANAGEMENT

- Burning:** Any burning on the site requires a permit from the Missouri Department of Natural Resources. Call the Northeast Regional office at 660-385-8000.
- Dust Control:** The contractor is required by Missouri State law to control dust from the site. Watering must be provided in unstabilized areas and mulch applied as soon as possible.
- Mud Tracking:** The permittee is responsible for keeping sediment and debris off streets and roads.
- Petroleum Products:** All petroleum products and petroleum waste products (except fuels) and storage containers shall be stored such that these materials are not exposed to stormwater. Sufficient practices of spill prevention, control and/or management shall be provided to prevent any spills of these pollutants from entering a water of the state. Any containment system used to implement this requirement shall be constructed of materials compatible with the substances contained and shall also prevent the contamination of groundwater.
- Construction Waste:** All construction waste material shall be collected, deposited, and stored in a manner to prevent contact with storm waters discharging from the site and shall be disposed of by a licensed solid waste management contractor. No waste shall be buried on site.
- Sanitary Waste:** A licensed sanitary waste management contractor shall collect all sanitary waste from portable units that will be maintained on a regular basis from any site that cannot provide other means of sanitary waste disposal.
-
-

3.2 ESTABLISH PROPER BUILDING MATERIAL STAGING AREAS

Contractor to describe construction materials expected to be stored on site:

Contractor to describe storage procedures to minimize exposure of materials to stormwater:

3.3 DESIGNATE WASHOUT AREAS

Concrete wash water shall not be allowed to flow directly to storm sewers, streams, ditches, lakes, etc. without being treated. A sump, pit or manufactured containment system shall be constructed to contain concrete wash water.

The Contractor shall designate the location of concrete washout areas on the site map/construction plans.

Containment Method Chosen by Contractor: _____

3.4 ESTABLISH PROPER EQUIPMENT/VEHICLE WASHING, FUELING AND MAINTENANCE PRACTICES

Equipment/vehicle washing, fueling and maintenance, oil changing, etc., shall be performed only in an area designated for that purpose. The designated area shall be equipped for recycling oil and catching spills.

The Contractor shall designate these areas on the site map/construction plans.

3.5 TEMPORARY SPILL PREVENTION AND CONTROL PLAN

Spill Prevention

A. Petroleum Products

- Construction equipment and vehicles shall be monitored for leaks and receive regular preventative maintenance to ensure proper operation and reduce the risk for leaks or spills.
- Petroleum products shall be stored in clearly labeled and tightly sealed containers or tanks.
- Any soil contaminated by fuel or oil spills shall be removed and disposed of properly.
- Above-or-below ground petroleum storage facilities must be set back 300 feet from any stream.
- Up to 500 gallons of heating oil and up to 1000 gallons of propane are allowed, but must remain outside of the stream buffer.
- Storage for oils, greases, fuels, and chemicals shall be provided with secondary containment.

B. Fueling and Servicing

- Above-or-below ground fueling storage facilities must be set back 300 feet from any stream.
- Secondary containment for fuel shall be provided.
- Spill kits will be included with all fueling sources and maintenance activities.

C. Hazardous Materials

- All hazardous materials shall be disposed of according to state regulation or the manufacturer's recommendations.

D. Fertilizers

- Fertilizers shall be applied following manufacture's recommendations.
- Fertilizers shall be stored in a covered area or in watertight containers.
- Partially used products shall be properly sealed and stored to avoid spills or leaks.
- Up to 20 gallons of liquid fertilizer or pesticide and up to 100 pounds of granular fertilizer or pesticide storage is allowed if set back from stream 300 feet.

Spill Controls

- Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
 - All spills will be cleaned up immediately after discovery.
 - The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
 - If the permittee or an authorized representative has knowledge of any know or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.
 - In the event soil contamination or hazardous substances are discovered at the site during land disturbance activities, the permittee shall notify the MDNR regional office by telephone as soon as practicable and no later than 24 hours after discovery. The permittee must also notify the MDNR regional office in writing no later than 14 calendar days after discovery.
 - The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one.
 - State law requires the party responsible for a petroleum product spill in excess of 50 gallons to report the spill to MoDNR (573-751-1300) as soon as practical after discovery.
 - Spills large enough to reach the storm system or creek will be reported to the National Response Center at 1-800-424-8802 and MoDNR (573-751-1300).
 - **See Appendix D for the Reportable Quantity Release Form**
-
-
-

3.6 ALLOWABLE NON-STORMWATER DISCHARGE MANAGEMENT

- Waters used to wash vehicles where detergents are not used
- Water used to control dust
- Potable water including uncontaminated water line and fire hydrant flushing
- Routine external building wash down that does not use detergents
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used
- Uncontaminated air conditioning or compressor condensate
- Uncontaminated ground water or spring water
- Foundation or footing drains where flows are not contaminated with process materials such as solvents
- Uncontaminated excavation dewatering
- Landscape irrigation

Identify measures used to eliminate or reduce these discharges and the BMPs used to prevent them from becoming contaminated.

BMP: _____

Description: _____

Maintenance and Inspection Procedures: _____

BMP: _____

Description: _____

Maintenance and Inspection Procedures: _____

SECTION 4. INSPECTIONS

Instructions:

- Identify the individual(s) responsible for conducting inspections and describe their qualifications.
- You should also document the repairs and maintenance that you undertake as a result of your inspections.

Duly Authorized Representative(s) or Position(s):

Company or Organization Name: _____

Name: _____

Position: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Qualifications: _____

The Erosion Control Inspector shall be responsible for conducting site inspections, filling out inspection and maintenance reports, and for selecting and training the individuals who shall be responsible for maintenance and repair activities. **A blank Construction Site Inspection Report is included in Appendix E.**

Minimum Inspection Requirements and Frequency:

- All control measures shall be inspected at least once every seven (7) calendar days and within 48 hours of a rainfall event resulting in stormwater runoff on site.
- All perimeter controls shall be inspected weekly for proper anchorage, leakage, or tears on the control material.
- Parts that have been finally stabilized shall be inspected once per month.

Correction Procedures:

- All measures shall be maintained in good working order; if repairs or other measures are found to be necessary, they shall be initiated within 48 hours of report.
- Any problems in the inspection reports shall be corrected within seven (7) calendar days. If weather conditions make it impossible to correct the problem within seven (7) days, a detailed report of the problem (including pictures) must be filed with the regular inspection reports.

SECTION 5. RECORDKEEPING AND TRAINING

5.1 RECORDKEEPING

Important Recorded Dates:

Date(s) when structural controls are installed: _____

Date(s) when major grading activities occur: _____

Date(s) when construction activities temporarily or permanently cease on a portion of the site: _____

Date(s) when an area is either temporarily or permanently stabilized: _____

Rainfall:

The Contractor shall keep a log of rainfall amounts and dates during the project. Rainfall data can be obtained from the University of Missouri Sanborn Field (<http://agebb.missouri.edu/weather/realtime/mizzou2.asp>).

SWPPP Documents:

Inspection and maintenance report forms shall become an integral part of the SWPPP. 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 agency inspector. Copies of reports shall be provided to any of these persons, upon request, via mail or facsimile transmission.

The finalized SWPPP including all inspection and maintenance report forms are to be maintained by Boone County for three (3) years following the final stabilization of the site.

SECTION 6. CERTIFICATION AND NOTIFICATION

OWNER'S CERTIFICATION

I herby certify that I am the owner of the property described in this plan, or their legally authorized agent, and that I assume full responsibility for the performance of the operation stated in this plan.

Owner: **Boone County Resource Management**

By: **Stan Shawver**

Title: **Director**

Date: _____

Owner's Signature: _____

CONSULTANT'S DECLARATION

I herby declare that the site plan, location map, and information contained in Sections 1 and 2 of this SWPPP have been prepared under my direction or supervision in accordance with Boone County's Regulations, and applicable State and Federal Regulations and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Consultant: **Boone County Resource Management-Engineering Division**

By: **Derin E. Campbell, P.E.**

Title: **Chief Engineer**

Date: **September 7, 2012**

Consultant's Signature: _____



GENERAL CONTRACTOR'S CERTIFICATION

I herby certify that I understand the requirements stated in this plan, that I am responsible for completing the requirements set forth in this SWPPP and shown on the site plan, and that I am responsible for the performance of the subcontractors listed in the plan.

General Contractor: _____

By: _____

Title: _____ Date: _____

Contractor's Signature: _____

SUBCONTRACTOR'S CERTIFICATION

I hereby certify that I understand the requirements stated in this SWPPP, that I am responsible for completing the requirements which have been listed in the plan as being a part of my scope of work.

Subcontractor: _____

Title: _____ Date: _____

Responsible for: _____

Subcontractor's Signature: _____

Subcontractor: _____

Title: _____ Date: _____

Responsible for: _____

Subcontractor's Signature: _____

Subcontractor: _____

Title: _____ Date: _____

Responsible for: _____

Subcontractor's Signature: _____

Subcontractor: _____

Title: _____ Date: _____

Responsible for: _____

Subcontractor's Signature: _____

Subcontractor: _____

Title: _____ Date: _____

Responsible for: _____

Subcontractor's Signature: _____

Subcontractor: _____

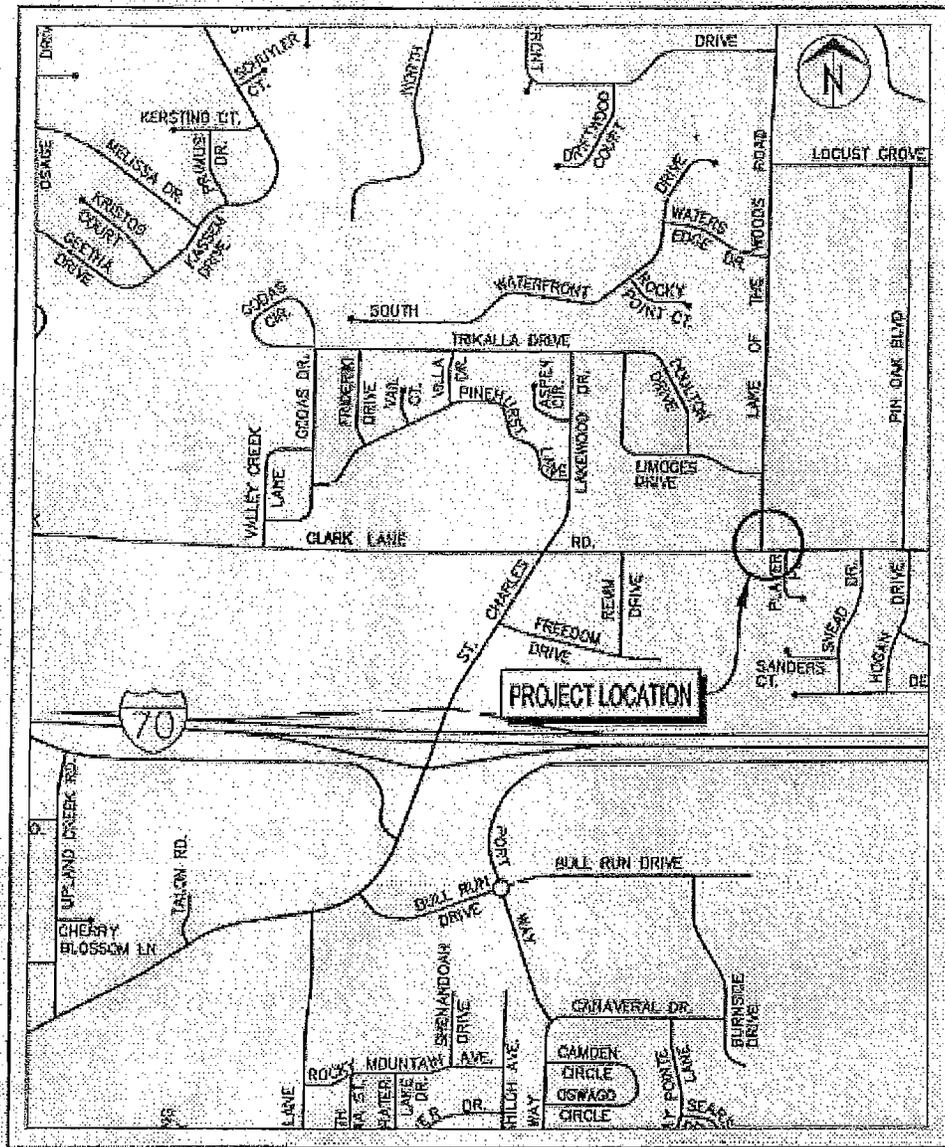
Title: _____ Date: _____

Responsible for: _____

Subcontractor's Signature: _____

APPENDIX A

General Location Map

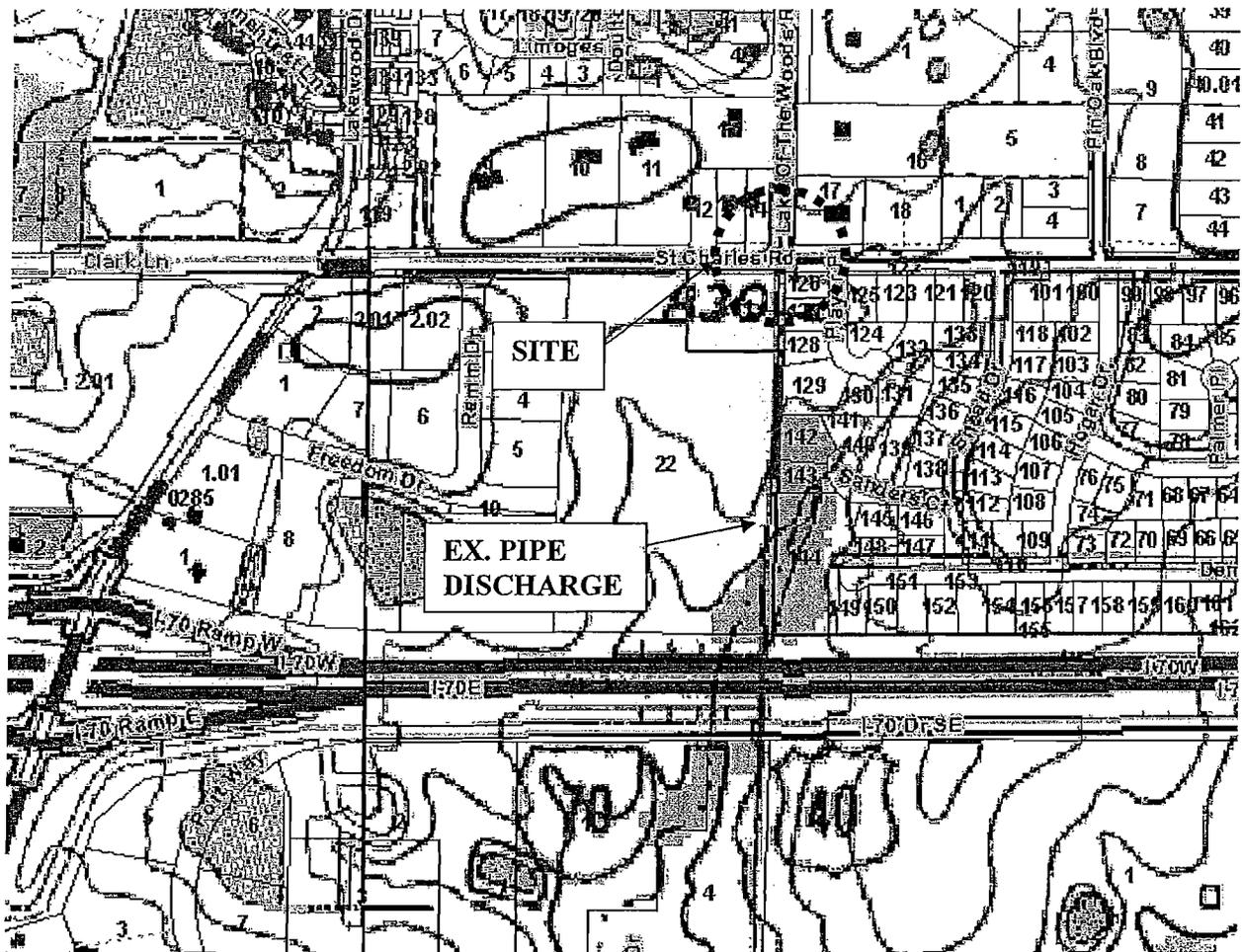


**GENERAL LOCATION MAP
 ST. CHARLES ROAD/LAKE OF THE WOODS ROAD
 INTERSECTION IMPROVEMENTS
 COLUMBIA, MISSOURI
 SECTIONS 2, 3, 10 & 11, T48N, R12W**

APPENDIX B

Site Maps

(The Construction Plans for this Project shall be considered an attachment to this Appendix)



SITE MAP
ST. CHARLES ROAD/LAKE OF THE WOODS ROAD
INTERSECTION IMPROVEMENTS

APPENDIX C

Permits

Boone County Government
MOR100049, Boone



Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

JUN - 1 2012

County Of Boone
801 East Walnut
Room 245
Columbia, MO 65201

Dear County Of Boone:

Enclosed please find your Missouri State Operating Permit which authorizes land disturbance activities for Boone County Government. This permit has been issued at your request and is based upon information submitted in your application to the department.

Please note that prior to the beginning of land disturbance activities other permits may also be required. Especially note the requirements for a Missouri Department of Natural Resources 401 Water Quality Certification and the U.S. Army Corps of Engineers 404 permit. A 401 Certification is needed when placing material, or fill, into the jurisdictional waters of the United States. Examples are culverts under road crossings, riprap along stream banks and storm water outfall pipes. The term jurisdictional waters refers to large lakes, rivers, streams and wetlands, including those that don't always contain water.

The permitting and certification process is shared between the department and the U.S. Army Corps of Engineers. More details can be found at the US Army Corps of Engineer's Website at <http://www.usace.army.mil/>. Some of these activities are also described on page 2, item 3 of the enclosed permit.

This permit contains several requirements and should be thoroughly read and understood by you. If your permit requires environmental monitoring, copies of the necessary forms have been enclosed. In all future correspondence regarding your permit please reference your permit number as shown on page 1 of the permit.

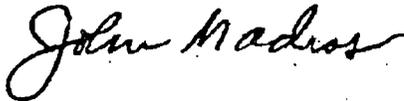
Please contact the Water Pollution Enforcement and Compliance Unit if you would like to schedule an Environmental Assistance Visit (EAV) at 573-751-1300. During the visit, staff will review the requirements of the permit and answer any questions that you may have. Staff will also be available to walk the site to advise on Best Management Practices required by the permit. The department's regional office staff may also contact you to schedule an EAV.

If you were adversely affected by this decision, you may be entitled to an appeal before the administrative hearing commission pursuant to 10 CSR 20-1.020 and Sections 644.051.6 and 621.250, RSMo. To appeal, you must file a petition with the administrative hearing commission within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the administrative hearing commission. Contact information for the AHC is as follows: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, MO 65102, Phone: 573-751-2422, Fax: 573-751-5018, Website: www.aa.mo.gov/ahc.

Please be aware that this facility may also be subject to any applicable county or other local ordinances or restrictions.

Sincerely,

WATER PROTECTION PROGRAM



John Madras
Director

JM/ns

Enclosure

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
MISSOURI CLEAN WATER COMMISSION



MISSOURI STATE OPERATING PERMIT

General Operating Permit

In compliance with the Missouri Clean Water Law, (chapter 644 R.S. Mo as amended, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92nd Congress) as amended,

Permit No: MOR100049
Owner: County Of Boone
Address: 801 East Walnut
Room 245
Columbia, MO 65201

Continuing Authority: BOCO Resource Management
801 East Walnut
Room 331
Columbia, MO 65201

Facility Name: Boone County Government
Facility Address: 801 East Walnut, Room 231
COLUMBIA, MO 65201

Legal Description: SW 1/4, NW 1/4, Sec. 10, T47N, R12W, Boone County
UTM Coordinates: 563834.225/4302564.575
Receiving Stream: Various (U)
First Classified Stream - ID#: Bonne Femme Cr. (C) 753.00
USGS# and Sub Watershed#: 10300102 - 0902

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements as set forth herein.

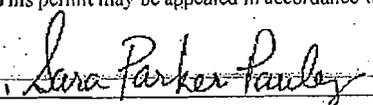
FACILITY DESCRIPTION All Outfalls SIC #1629

All Outfalls - Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading and other activity that results in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution of waters of the state)

This permit authorizes only wastewater, including storm water, discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System, it does not apply to other regulated areas. This permit may be appealed in accordance with RSMo Section 644.051.6 and 621.250, 10 CSR 20-6.020, and 10 CSR 20-1.020.

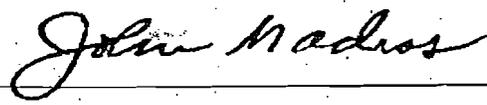
May 31, 2012

Issue Date


Sara Parker Pauley, Director
Department of Natural Resources

May 30, 2017

Expiration Date


John Madras
Director, Water Protection Program

APPENDIX D

Reportable Quantity Release Form

APPENDIX E

Inspection Report

STORMWATER CONSTRUCTION SITE INSPECTION REPORT

GENERAL INFORMATION

Project Name:	
Location:	
Date of Inspection:	Start/End Time:
Inspector's Name:	
Inspector's Title:	
Inspector's Contact Information:	
Describe present phase of construction:	
Type of Inspection: <input type="checkbox"/> Regular <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event	

WEATHER INFORMATION

Has there been a storm event since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide:		
Storm Start Date & Time:	Storm Duration (hrs):	Approximate Amount of Precipitation (in):
Weather at time of this inspection?		
<input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds		
<input type="checkbox"/> Other:		Temperature:
Have any discharges occurred since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, describe:		
Are there any discharges at the time of inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, describe:		

CERTIFICATION STATEMENT

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Signature of Inspector

Printed Name and Title

Date

OVERALL SITE ISSUES

Below are some general site issues that should be assessed during inspections. Customize this list as needed for conditions at your site.

BMP/activity	Implemented?	Maintenance Required?	Corrective Action Needed and Notes
1. All inactive slopes and disturbed areas have been stabilized.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Are all sanitary waste receptacles placed in secondary containment and free of leaks?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Are storm drain inlets properly protected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. (Other)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

APPENDIX F

BMP Detail Sheets

TEMPORARY AND PERMANENT SEEDING AND MULCHING

Establishment of vegetation by spreading grass seed designed to protect exposed soil from erosion by eliminating direct impact of precipitation and slowing overland flow rates. Once established, the vegetative cover will also filter pollutants from the runoff.

APPROPRIATE APPLICATIONS:

Exposed soil after a phase of rough or finish grading has been completed, or areas where no activity will occur for 14 days.

CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Sheet flow and concentrated flow (additional stabilization is necessary).

Minimum Rates: See Project Specification Section 01590.

Acceptable Dates: See Project Specification Section 01590.

WHEN BMP IS TO BE INSTALLED:

Seed and mulch should be applied immediately after rough or finished grading is completed.

STANDARDS AND SPECIFICATIONS:

See Project Specification Section 01590

OPERATION AND MAINTENANCE PROCEDURES:

See Project Specifications Section 01590

CONSTRUCTION ENTRANCE/EXIT

A stabilized entrance to a construction site which is designed to minimize the amount of sediment tracked from the site on vehicles and equipment. Mud and sediment fall off of tires as they travel along the stabilized entrance.

APPROPRIATE APPLICATIONS:

At locations where it is safe for construction vehicles and equipment to access existing streets, preferably at the location of future streets or drives.

CONDITIONS FOR EFFECTIVE USE:

Site conditions will dictate design and need. Ditches or pipes, if needed, sized for 15 year, 20 minute storm; HGL 6" below surface of entrance.

WHEN BMP IS TO BE INSTALLED:

Install stabilized construction entrance/exit prior to vehicles or equipment accessing unpaved areas. This will most likely be the first BMP to be installed on the site.

STANDARDS AND SPECIFICATIONS:

Limit the points of entrance/exit to the construction site. Properly grade and compact each construction entrance/exit to prevent runoff from leaving the site. Install culvert under entrance if needed to maintain positive drainage. Place fabric and cover with aggregate, forming a diversion across the entrance, if needed, to direct runoff away from the roadway. Require all employees, subcontractors, and suppliers to utilize the stabilized construction access.

OPERATION AND MAINTENANCE PROCEDURES:

Inspect routinely for damage and assess effectiveness of the BMP. Remove sediment and clods of dirt from construction entrance continuously. Replace rock, as necessary, to maintain a clean surface for traffic. Repair any areas that have settled. Keep all temporary roadway ditches clear. Immediately remove any mud or debris tracked onto paved surfaces.

SITE CONDITIONS FOR REMOVAL:

Remove when vehicles and equipment will no longer require access to unpaved areas.

STANDARD DRAWING: See Erosion Control Plan of Project Plans.

SILT FENCE

A silt fence is a length of filter fabric stretched between anchoring posts spaced at regular intervals along the site at low/downslope areas. The filter fabric should be entrenched in the ground at least 6". When installed correctly and inspected frequently, silt fences encourages the ponding of runoff and can be an effective barrier to sediment leaving the site.

APPROPRIATE APPLICATIONS:

Installed along slopes, at base of slopes, and around the perimeter of a site as a final barrier to sediment being carried off site. Silt fence should not be used in areas of concentrated flow or as check dams.

CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Sheet flow only

Contributing Area: Drainage area should not exceed 0.25 acres per 100-foot fence length.

Slope Length: The slope length above the fence should not exceed 100 feet.

WHEN BMP IS TO BE INSTALLED:

Silt fence should be installed prior to disturbance of natural vegetation and at intervals during construction of fill slopes.

STANDARDS AND SPECIFICATIONS:

If a standard-strength fabric is used, it can be reinforced with wire mesh behind the filter fabric. This increases the effective life of the fence. The maximum life expectancy for synthetic fabric silt fences is about 6 months, depending on the amount of rainfall and runoff. The fence should be designed to withstand the runoff from a 10-year peak storm event. Generally, drive posts for fence line, dig trench to required dimensions in front of posts for fabric burial, attach wire mesh to posts (if necessary), attach fabric to posts-allowing required length below ground level to run fabric along bottom of trench, and backfill and compact soil in trench to protect and anchor fabric. Alternate (and actually preferred) construction procedures include installing the fence by slicing it into the ground with specialized equipment.

OPERATION AND MAINTENANCE PROCEDURES:

Inspect at least every week and after every storm. Monitor and remove sediment buildup that is deeper than ½ the fence height. Replace torn/clogged fabric; repair loose fabric. Repair unstable or broken posts. Stabilize any areas susceptible to undermining. Add additional fencing if necessary to provide adequate protection.

SITE CONDITIONS FOR REMOVAL:

After permanent vegetation of slope is established, remove fence, regrade trench area and vegetate.

STANDARD DRAWING: See Erosion Control Plan of Project Plans.

ROLLED EROSION CONTROL PRODUCTS

Rolled erosion control products include erosion control blankets and turf reinforcement mats. Erosion control blankets are pre-formed protective blanket of plastic fibers, wood fibers, straw or other plant residue designed to protect soil from the impact of precipitation and overland flow, and retain moisture to facilitate establishment of vegetation. Turf reinforcement mats include netting designed to anchor the root system of the vegetation growing through it.

APPROPRIATE APPLICATIONS:

These products may be installed on seeded areas for temporary or permanent use.

CONDITIONS FOR EFFECTIVE USE:

Several factors, such as soil conditions, steepness and length of slope, depth of flow, runoff velocities, and time required to establish desired vegetation, influence the choice of product. Manufacturer's recommendations should be followed. Products are available for a variety of uses: Netting-synthetic or natural fiber mesh installed over disturbed areas to hold organic mulch and/or seed in place, Biodegradable Erosion Control Blanket-natural fiber blanket held together by netting to provide temporary erosion protection on slopes and channels, and Permanent Erosion Control Blanket-synthetic blanket material which provides permanent erosion control on slopes and channels with increased water flow velocities.

WHEN BMP IS TO BE INSTALLED:

Rolled erosion control products should be installed immediately after completion of a phase of grading or installation of vegetation.

STANDARDS AND SPECIFICATIONS:

Follow manufacturer's recommendations and specifications, particularly noting requirements for check slots, fastening devices and need for firm contact with soil.

OPERATION AND MAINTENANCE PROCEDURES:

Inspect at least every week and after every storm until adequate vegetation is established. Repair erosion and/or undermining at top of slope. Repair undermining beneath blankets-pull back the blanket(s), fill compact eroded area, re-vegetate and then firmly secure the blanket(s). Reposition or replace blanket(s) that have moved along the slope or have been damaged.

SITE CONDITIONS FOR REMOVAL:

Temporary blankets will generally degrade naturally; permanent blankets remain in place.

STANDARD DRAWING: See Erosion Control Plan of Project Plans.

CHECK DAMS (DITCH CHECKS)

Check dams reduce scour and channel erosion by reducing flow velocity and encouraging sediment settlement. A check dam is a small device constructed of rock, gravel bags, sandbags, fiber rolls, or other proprietary product placed across a natural or man-made channel or drainage ditch.

APPROPRIATE APPLICATIONS:

Check dams can be placed at intervals along drainage swales or channels. The top of the downstream check dam should be level with the base of the upstream check dam. Check dams can also be used during the establishment of grass linings in drainage ditches or channels or in temporary ditches where the short length of service does not warrant establishment of erosion-resistant linings. Not to be used in streams.

CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Moderate concentrated flow.

WHEN BMP IS TO BE INSTALLED:

Check dams can be installed prior to disturbance of natural vegetation in the contributing drainage area or immediately after construction of a drainage way.

STANDARDS AND SPECIFICATIONS:

Check dams should be placed at a distance and height to allow small pools to form behind them. Install the first check dam approximately 16 feet from the outfall device and at regular intervals based on slope gradient and soil type. For multiple check dam installation, backwater from the downstream check dam should reach the toe of the upstream dam. High flows (typically a 2-year storm or larger) should safely flow over the check dam without an increase in upstream flooding.

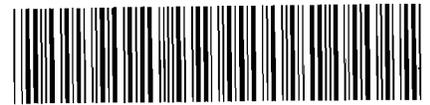
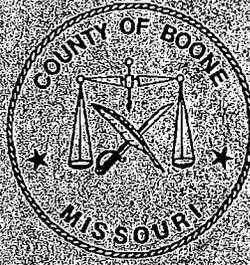
OPERATION AND MAINTENANCE PROCEDURES:

Inspect at least every week and after every storm. Remove trash and leaf accumulation. Remove sediment when depth reaches one-half of the check dam height. Repair/restore dam structure, if necessary, to original configuration to protect the banks.

SITE CONDITIONS FOR REMOVAL:

Remove after contributing areas have been adequately stabilized and vegetation is adequately established in drainage way. Regrade and vegetate the area.

STANDARD DRAWING: See Erosion Control Plan of Project Plans.



9193B1S2022

**ST. CHARLES ROAD/LAKE OF THE WOODS ROAD INTERSECTION
IMPROVEMENTS
COMBINED PROJECT - COUNTY OF BOONE & CITY OF COLUMBIA**

RFQ #: 181/2012 (CITY PURCHASING)

CONSTRUCTION BID REQUEST

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

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner

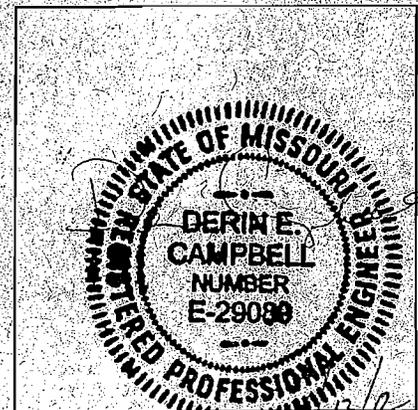
ENGINEER OF RECORD

BOONE COUNTY RESOURCE MANAGEMENT

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

***PROJECT MANAGER**

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



Derin E. Campbell
Professional Engineer
MO Lic. # E-29809

BOONE COUNTY PURCHASING

Melinda Bobbit, CPPB, Director of Purchasing
613 East Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbit@boonecountymo.org

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

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

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

NOTICE TO BIDDERS
ST. CHARLES ROAD/LAKE OF THE WOODS ROAD INTERSECTION IMPROVEMENTS
RFQ# 181/2012

The City of Columbia and the County of Boone have agreed to bid their two nearby roadway projects, Clark Lane Phase 2 (City of Columbia) and St. Charles Road/Lake of the Woods Road Intersection Improvements (County of Boone) as a required combination. Both projects shall be awarded to the sole successful bidder as specified in the bid documents. Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5th Floor, Columbia, MO 65201 until: 2:00 pm, CST, October, 16, 2012 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

Pre-Bid Conference A non-mandatory pre-bid conference will be held Friday, October 5, 2012 at 10:00 am, in the Boone County Commission Chambers located in the Boone County Government Center at 801 East Walnut, Columbia, MO 65201.

Specifications & Plans Drawings, specifications and other related contract information may be ordered online at www.adsmo.net or by contacting American Document Solutions at 1400 Forum Blvd, Suite 1C, Columbia, MO 65203, phone (573)446-7768 fax (573) 355-6433 for a non-refundable charge of \$75.00. Checks shall be made payable to the City of Columbia and mailing costs are the responsibility of the purchaser. Drawings, specifications, any addenda, and a plan holders list are available by clicking on online planroom. Documents may also be viewed on site at the office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia, Missouri.

Bid Opening: At said time and place, and promptly thereafter, all bids which have been duly received will be publicly opened and read aloud. Bids received after the above-specified time for opening will be returned to the sender unopened.

Bonding: Each Bidder shall submit a bid bond, in an amount of not less than 5% of the total bid amount (including all possible alternates), to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds:
1.) Traditional Hard Paper Copy of the bond or a certified check, payable to the City of Columbia
2.) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City.

Accepting Bids: The City reserves the right to select the bid item or items which best suits its needs, whether the price is the lowest or not, and also reserves the right to reject all bids and/or waive informalities.

Nondiscrimination in Employment

Bidder on the work will be required to comply with the President's Executive Order Number 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Prevailing Wages: The City shall cause to be inserted in the Contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, 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.

CITY OF COLUMBIA, MISSOURI
Will Hobart, Purchasing Agent
BID NO. RFQ # 181/2012

Notice: The City of Columbia utilizes the electronic bid program Public Purchase to send notifications of bid opportunities. TO REGISTER, GO TO: <http://www.qocolumbiamo.com/Finance/Services/applproc.php>

Questions concerning this bid process may be directed to City Purchasing, 573-874-7376 or Will Hobart, 573.874.7687 or wahobart@gocolumbiamo.com

SCOPE OF WORK

The City of Columbia and the County of Boone have agreed to bid their two nearby roadway projects as a required combination. The City project (Clark Lane Phase 2) and the County project (St. Charles Road/Lake of the Woods Road Intersection Improvements) will be treated as separate construction projects with separate contracts, bid documents, and specifications, except as stated in the following two sections:

1. REQUIRED COMBINATION - PROJECT COORDINATION REQUIREMENTS

A. Completion Dates

- 1) a. Contractor hereby agrees to complete all work for both the City project (Clark Lane Phase 2) and all work for the County project (St. Charles Road/Lake of the Woods Road Intersection Improvements) by July 12, 2013. Contractor shall agree to allow a deduction of \$2,500.00 per calendar day per project from final payment as liquidated damages for each day that completion is delayed beyond said completion date established.
- b. Contractor agrees to the calendar day limit and liquidated damages associated with the County Project Base Bid as explained in the Special Provisions of the County Specifications. This will not apply if the County Bid Alternate No. 1 is awarded.
- 2) Estimated Notice to Proceed dates for the projects are as follows:
 - City project - No sooner than October 24, 2012.
 - County project - No sooner than January 3, 2013.
- B. Boone Electric Cooperative's (BEC) relocation of electrical facilities will likely be in progress along the Clark Lane/ St. Charles Road corridor during project construction. Contractor shall coordinate construction activities with BEC relocation work, and with all other utility relocation work. BEC has issued an estimated completion date of January 3, 2013 for all electrical utility relocation.
- C. Work for both projects shall be staged and scheduled in such a way that, under no circumstances shall Lake of the Woods Road be closed to through traffic from St. Charles Road at the same time that Lakewood Drive is closed to through traffic from Clark Lane/St. Charles Road.
- D. Coordination of the work for both projects as stated in this section is the sole responsibility of Contractor, and shall be no cause for adjustment of the completion dates for either project.
- E. A pre-bid conference will be held October 5, 2102 at 10:00 a.m. to address questions and concerns regarding the bid specifications and bid documents. Attendance at the pre-bid conference is strongly encouraged but not mandatory. Meeting place: Commission Chambers located in the Boone County Government Center, 801 East Walnut, Columbia, MO 65201.

2. REQUIRED COMBINATION - AWARD OF BID

A. Both projects shall be awarded to the sole successful bidder.

B. The award of the bid shall be based on Line C of the table below:

Line A – City Project Total Base Bid	
Line B – County Project Total Base Bid (Total Traffic Closure)	
Line C – Sum Total of Line A + Line B	
Line D* –County Project Bid Alternate 1 Subtotal	

* Line D will not be taken into account for bid award purposes. However, any bids submitted without a subtotal for Line D -County Project Bid Alternate 1 will be considered incomplete and will not be considered. The County reserves the right to add Bid Alternate 1 for Partial Traffic Closure to the contract of the successful bidder.

- C. The City will enter into a contract with the successful bidder for the construction of Clark Lane Phase 2. The Contractor shall abide by the bid documents for the City's "Clark Lane Phase 2" project.
- D. The County will enter into a contract with the same successful bidder for the construction of St. Charles Road/Lake of the Woods Road Intersection Improvements. The Contractor shall abide by the bid documents for the County's "St. Charles Road/Lake of the Woods Road Intersection Improvements" project. The County reserves the right to add Bid Alternate 1 for Partial Traffic Closure to the contract of the successful bidder.

BID FORM
ST. CHARLES ROAD/LAKE OF THE WOODS ROAD INTERSECTION IMPROVEMENTS

Description	Qty.	Unit	Unit Price	Total
BASE BID (TOTAL CLOSURE)				
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
COMPACTION TESTING	1	LS	\$	\$
CONCRETE TESTING	1	LS	\$	\$
TRAFFIC CONTROL (TOTAL CLOSURE)	1	LS	\$	\$
PORTABLE CHANGEABLE MESSAGE SIGN	6	EA/WK	\$	\$
SWPPP COMPLIANCE	1	LS	\$	\$
EROSION CONTROL	1	LS	\$	\$
EROSION CONTROL BLANKET(N.A. GREEN SC150 OR EQUAL)	100	SY	\$	\$
RESTORATION	1	LS	\$	\$
TOPSOIL AND MULCH BACKFILL INSIDE ISLANDS	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
TREE AND STUMP REMOVAL	21	EA	\$	\$
EARTH EXCAVATION	1015	CY	\$	\$
COMPACTED EMBANKMENT FROM BORROW	600	CY	\$	\$
TYPE 1 AGGREGATE BASE (4" THICK)	4500	SY	\$	\$
9" CLASS 'A' CONCRETE PAVEMENT W/INTEGRAL CURB	4066	SY	\$	\$
8" STAMPED COLORED PCC TRUCK APRON W/INTEGRAL CURB	425	SY	\$	\$
SPLITTER ISLAND BARRIER CURB	130	SY	\$	\$
6" PC CONCRETE DRIVEWAY PAVEMENT	250	SY	\$	\$
4" PC CONCRETE SIDEWALK INCLUDING CURB RAMPS	250	SY	\$	\$
DETECTABLE WARNING STRIPS	16	EA	\$	\$
GRAVEL DRIVEWAY TRANSITION	60	SY	\$	\$
15" STORM DRAINAGE PIPE	458	LF	\$	\$
15" PRECAST CONCRETE FLARED END SECTION	2	EA	\$	\$
6'x3' STD. TYPE 'M' CURB INLET	4	EA	\$	\$
6'x4' STD. TYPE 'M' CURB INLET	1	EA	\$	\$
8'x5.5' STD. TYPE 'M3' CURB INLET W/DOGHOUSE	1	EA	\$	\$
TYPE M PCC FLUME	1	EA	\$	\$
ADJUSTING STORM MANHOLE TO GRADE	1	EA	\$	\$
CONVERTING CURB INLET INTO JUNCTION BOX	4	EA	\$	\$

BID FORM
ST. CHARLES ROAD/LAKE OF THE WOODS ROAD INTERSECTION IMPROVEMENTS

Description	Qty.	Unit	Unit Price	Total
SANITARY SEWER MANHOLE HEIGHT ADJUSTMENT	3	EA	\$	\$
CUT AND CAP SANITARY SEWER SERVICE CONNECTION	1	EA	\$	\$
LANDSCAPE ISLAND WATER SERVICE LINE	1	LS	\$	\$
4" SOLID YELLOW LINE PAVEMENT MARKING	454	LF	\$	\$
4" SOLID DOUBLE YELLOW LINE PAVEMENT MARKING	450	LF	\$	\$
8" SOLID WHITE LINE PAVEMENT MARKING	196	LF	\$	\$
8" SOLID YELLOW LINE PAVEMENT MARKING	345	LF	\$	\$
8" YELLOW DIAGONAL LINE PAVEMENT MARKING	197	LF	\$	\$
12" DOTTED WHITE LINE PAVEMENT MARKING	151	LF	\$	\$
CROSSWALK PAVEMENT MARKING	8	EA	\$	\$
CIRCULAR INTERSECTION SIGN (ROUNDBOUT) W2-6	4	EA	\$	\$
ADVANCE STREET NAME SIGN W16-8	4	EA	\$	\$
PEDESTRIAN CROSSING SIGN W11-2 (FYG)	8	EA	\$	\$
DIRECTIONAL ARROW SIGN W16-7P (FYG)	8	EA	\$	\$
KEEP RIGHT SIGN R4-7	4	EA	\$	\$
YIELD SIGN R1-2	8	EA	\$	\$
ONE WAY SIGN R6-1	4	EA	\$	\$
CHEVRON SIGN R6-4	4	EA	\$	\$
EXIT GUIDE SIGN D1-1	4	EA	\$	\$
BASE BID TOTAL				\$
BID ALTERNATE NO. 1 (PARTIAL CLOSURE)				
ADD: ADDITIONAL TRAFFIC CONTROL REQUIRED FOR PARTIAL CLOSURE	1	LS	\$	\$
BID ALTERNATE NO. 1 TOTAL				\$
BID SUMMARY				
TOTAL BASE BID + BID ALT. NO. 1				\$

THE BIDDER MUST INCLUDE BID PRICES FOR THE BASE BID AND BID ALTERNATE NO. 1 OR THE BID WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED.

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

**Boone County Roadway
Regulations Chapter II:**

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

**MoDOT Standard
Specifications:**

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

MUTCD:

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

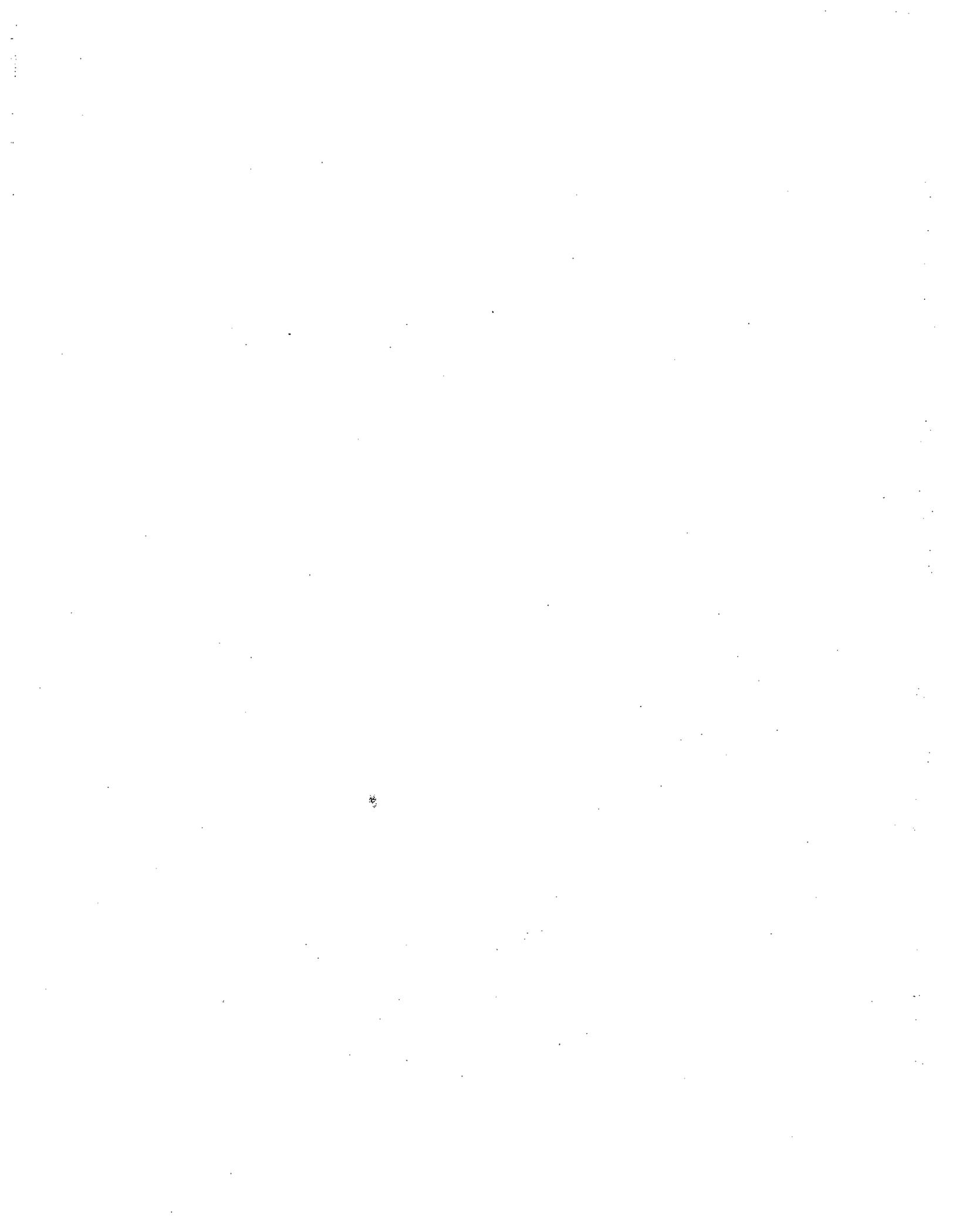
THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division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

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

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

SECTION II

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



SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

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.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

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

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

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

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

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____

INSURANCE REQUIREMENTS

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

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

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

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

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

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

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

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

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

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

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

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

The Owner agrees to pay the Contractor in the amount of

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

DATE OF AGREEMENT:

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

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By:

Authorized Representative (Signature)

ATTEST:

By:

Authorized Representative (Print or Type Name)

Title:

Secretary

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

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

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(SEAL) _____
(Contractor)

BY: _____

(SEAL) _____
(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.

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

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

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

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

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

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

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20____.

Notary Public

GENERAL SPECIFICATIONS

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

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

SECTION 1. - DEFINITIONS

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

- A. **Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. **Commission:** Shall mean the Boone County Commission.
- C. **Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

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

SECTION 5 - CONTROL OF WORK

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

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

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

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

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

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

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

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

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

9.13. Release of Retained Percentages:

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

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



- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

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

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

SECTION 10 - MATERIAL AND WORKMANSHIP

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

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

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

11.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

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

a. In the Owner's office:

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

b. On the Project:

- 1. State Wage Rates Notice.
- 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
- 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
- 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
- 5. Notice requesting referral of minorities by present employees.

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

SECTION 12 - SPECIFICATIONS AND PLANS

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

SECTION 13 - PROTECTION OF WORK

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

SECTION 14 - OVERHEAD LINE PROTECTION

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

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

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

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

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

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SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 1. The Contractor shall coordinate all activities on the project;
 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100** of the **Boone County Roadway Regulations Chapter II**.

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on **6.5' width**
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277 of the Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278 of the Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

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

2.5 TYPE 1 MULCH

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

2.6 TYPE 3 MULCH

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

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

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

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

3.2 LIME

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

3.3 FERTILIZER

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

3.4 SEEDING

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

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

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

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PRODUCT DESCRIPTION

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

1.3 TRANSPORTATION AND HANDLING

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

1.4 STORAGE AND PROTECTION

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PRE-FINAL INSPECTION

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

1.3 FINAL INSPECTION

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

D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.

1. If the County agrees the entire work is complete, Contract Time will stop.
2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

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

3.2 CONSTRUCTION LIMITS

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

3.3 EXISTING SIGNAGE

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

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

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

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

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

1.2 SITE COMPACTION TESTING

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 GENERAL

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

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

Except:

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

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

1.3 QUALITY CONTROL

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02741 – PAVING FABRIC

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

1. Physical Properties

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

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

SP-1 MISCELLANEOUS ITEMS

I. EXPLANATION OF BASE BID AND BID ALTERNATE NO. 1 TRAFFIC CONTROL

A. BASE BID

1. The Base Bid Traffic Control Plan allows total closure to thru traffic for the St. Charles Road/Lake of the Woods Road intersection (herinafter referred to as "the project intersection"). Local traffic must be maintained for Player Place and the property addresses listed on the Base Bid Traffic Control Plan.
2. **TOTAL CLOSURE WILL BE LIMITED TO 30 CONSECUTIVE CALENDAR DAYS.**
3. If all construction bid items that require a lane reduction or closure, including pavement markings and permanent signage, are not complete and open to traffic flow within a reasonable time frame, the County, the traveling public, state and local police, fire protection agencies, and governmental authorities will be damaged in various ways, including but not limited to, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably computed or quantified. Therefore, the Contractor will be charged with **LIQUIDATED DAMAGES SPECIFIED IN THE AMOUNT OF \$5,000.00 PER CALENDAR DAY FOR EACH FULL DAY** that this construction is not complete and open to traffic flows, from the date of the project intersection closure. It shall be the responsibility of the Engineer to determine the quantity of excess calendar days.
4. The said liquidated damages specified will be assessed regardless of whether it would otherwise be charged as liquidated damages under the contract.

B. BID ALTERNATE NO. 1

1. Bid Alternate No. 1 allows partial closure and phased construction as shown on the Bid Alternate No. 1 Traffic Control Plan sheets.
2. Costs for the ADDITIONAL Traffic Control and temporary pavement required for partial closure instead of the Total Closure allowed by the Base Bid shall be included in the Bid Alternate No. 1 bid item "Additional Traffic Control Required For Partial Closure" on the Bid Form.
3. Bid Alternate No. 1 is not subject to the completion time and liquidated damages specified above in I.A.2 and I.A.3.

II. LIQUIDATED DAMAGES

MODOT Standard Specification Section 108.8.1.2.a preventing charges for liquidated damages from December 15 to March 15, both dates inclusive, does not apply to this project.

III. CONTROL POINTS AND SURVEY MONUMENTS

Survey control points, property corners and survey monuments shall be maintained or replaced in accordance with Technical Specification 01720.

IV. SANITARY/SEPTIC WASTE MANAGEMENT

Sufficient temporary toilet facilities to serve the number of workers on the site shall be provided. The facilities shall be serviced frequently to maintain a sanitary condition.

V. TESTING SERVICES

The contractor shall provide quality control testing. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing and Concrete 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.

A. EARTHWORK TESTING

Each Layer shall be compacted as per section 02300, includes all embankment, cut compaction and sub base preparation. Field Density and moisture content shall be taken at a minimum of 1 per lift (8" maximum un-compacted thickness) every 100 L.F. Optimal moisture content shall be determined by AASHTO Method T-99-38, Field density shall be determined in accordance with AASHTO T191, T205, or T238. If a nuclear density method is used moisture content shall be determined in accordance with AASHTO T239. Before final completion of the sub-grade, the contractor shall proof roll the final layer as per Section 205 of Boone County Roadway Regulation, Chapter II.

B. AGGREGATE BASE

Aggregate Base shall be constructed as per Section 212 of Boone County Roadway Regulation, Chapter II. Proof rolling shall be witnessed by a Boone County representative. No density testing is required.

C. CONCRETE TESTING

All Portland cement concrete shall be tested for slump, air entrainment, temperature, and compressive strength.

1. Slump, Air, and temperature shall be tested on the first 3 loads of concrete per day. Sampling procedures shall follow AASHTO T 141. Slump test shall be in accordance with AASHTO T 119, and Air Entrainment shall be tested in accordance with AASHTO T 152. Once three load 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.
2. Compressive strength testing, in accordance with ASTM C1231 and T22, shall be conducted. One test per day, or per 150 s.y. of avement/driveway/sidewalk, whichever is smaller. Test results of the 7 day and 28 day breaks shall be submitted to Boone County within 24 hours of breaking the cylinders.

VI. RESTORATION

The separate seeding and erosion control performance bond described in the Maintenance Requirements 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. The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area.

VII. TOPSOIL AND MULCH BACKFILL INSIDE ISLANDS

A. Topsoil material shall meet Paragraph 2.1 of Section 01590-Restoration of the Project Technical Specifications.

B. Mulch material shall be a commercially ground hardwood mulch approved by the Engineer.

VIII. TREE AND STUMP REMOVAL

Tree and stump removals shall extend to a depth of at least 24 inches below the existing ground line in fill areas or 24 inches below the proposed subgrade in cut areas.

IX. COMPACTED EMBANKMENT FROM BORROW

Work under this bid item shall include supplying all material, labor and equipment necessary to excavate, load, haul and deliver to the work site and compact the plan quantity of compacted embankment from borrow. The borrow site shall be approved by the Engineer. All borrow soil shall be suitable for embankment construction according to Section 201 of the Boone County Chapter II Roadway Regulations. Final measurements will not be made. The plan quantity will be used for final payment of "Compacted Embankment From Borrow" in cubic yards.

X. UNSUITABLE SUBGRADE

No unsuitable subgrade material is expected on this Project. However, if the Engineer is notified of a questionable area and determines the in-situ soil is unsuitable for subgrade, the Contractor shall remove the designated unsuitable area and place compacted embankment from borrow material. The additional work in pre-approved unsuitable subgrade areas shall be paid the unit bid price per cubic yard for Earth Excavation and the unit bid price per cubic yard for Compacted Embankment From Borrow based on field measurements by the Engineer.

SP-2 SPECIAL DRAINAGE CONSIDERATIONS

I. GENERAL

A. The contractor will make provision to alleviate any temporary flooding caused by staging of work. The contractor shall provide temporary ditches, temporary connections to completed storm sewer systems or piping as necessary to ensure that the traveling public and adjoining properties are not negatively impacted by standing water. No direct payment will be made for the installation or removal of any measure to fulfill the intent of this section.

B. Water covering more than 5 feet of the travel lane or greater than or equal to 3 inches in depth on the roadway surface will not be allowed.

C. The contractor shall provide this maintenance 24 hours a day, 7 days a week, as necessary from the contract notice to proceed to final acceptance.

SP-3 TRAFFIC CONTROL

I. GENERAL

- A. This Special Provision shall replace Section 01550-Temporary Traffic Control of the Project Technical Specifications.
- B. Materials, placement, maintenance, and removal of Traffic Control Devices shall be governed by Part 6 of the current edition of "Manual of Uniform Traffic Control Devices," published by the U. S. Department of Transportation, and all current revisions thereto.
- C. The Contractor shall notify Public Safety Joint Communications (PSJC) at 573-874-7400 of all road closures in advance, and keep them notified of all changes to coordinate emergency response routes. A minimum of 48-hours notice is required prior to any closures and changes in traffic patterns to facilitate construction. Boone County Resource Management shall also be notified by contacting the County Inspector.

II. PLACEMENT OF DEVICES - APPROXIMATE QUANTITIES

- A. The Contractor shall provide and install all traffic control devices as indicated on the Traffic Control Plans or otherwise directed by the Engineer to maintain a safe work zone and facilitate traffic through the work zone.
- B. Any portion of the roadway that is not completed should be marked, delineated, and signed in such a way as to clearly outline the intended travel path. Pavement markings that do not conform to the intended travel path should be removed. Temporary signing shall be used where required, and conflicting signs shall be removed or covered.
- C. The approximate quantity of traffic control devices is listed in the Traffic Control Plans. The actual quantities of traffic control devices may vary depending on field revisions that may arise during the course of construction. No itemized list of actual quantities or additional payment will be made for devices needed in excess of the approximate quantity shown.

III. TRAFFIC MANAGEMENT SCHEDULES

- A. Traffic management schedules shall be submitted to the Engineer for review prior to the start of work and prior to any revisions to the Traffic Control Plan. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.
- B. In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

IV. TRAFFIC CONGESTION

The contractor shall, upon approval of the Engineer, take proactive measures to reduce traffic congestion in the work zone.

V. TRAFFIC DELAY

The contractor shall be responsible for maintaining the existing traffic flow through the work zone during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

VI. WORK HOUR RESTRICTIONS

- A. There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.
- B. The contractor shall not perform any construction operation on the roadway, roadbed or active lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

VII. DETOURS AND LANE CLOSURES

- A. The contractor shall provide either information signs or portable changeable message signs (PCMS) notifying motorists of future traffic disruption and possible traffic delays, two weeks before traffic is shifted to a detour or prior to lane closures. The information sign or PCMS message and placement location shall be approved or directed by the Engineer.

VIII. MAINTENANCE OF ACCESS – CONSTRUCTION SEQUENCE

- A. A construction sequencing and traffic control plan has been provided in the plans which accommodates access and through traffic for the duration of the project.
- B. Request to revise or otherwise modify the construction sequencing and traffic control plans must be made by the Contractor in writing. The Engineer will respond in writing as to the acceptance or denial of the request. No revisions will be permitted prior to written notification from the Engineer.
- C. It is the Contractor's responsibility to maintain continuous, all weather access to all properties within the Project Limits throughout construction at existing driveway locations or temporary offset locations to facilitate construction sequencing. Temporary entrances comprised of Type 2 Aggregate (Section 210 of the Boone County Chapter II Roadway Regulations) shall be placed at a minimum depth of 4" to provide suitable surface for vehicular access. Temporary pavement is required where shown on the Traffic Control Plans.

IX. MEASUREMENT AND PAYMENT

A. BASE BID – TRAFFIC CONTROL

Unless otherwise provided for separate measurement, payment for all materials, devices, temporary pavement marking, signs, temporary entrances, temporary asphaltic pavement, grading, and incidentals as required for the **Base Bid Traffic Control Plan** shall be included in the lump sum price for "Traffic Control" in the Base Bid. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document

B. BID ALTERNATE NO. 1 – ADDITIONAL TRAFFIC CONTROL

Unless otherwise provided for separate measurement, payment for all materials, devices, temporary pavement marking, signs, temporary entrances, temporary asphaltic pavement, grading, and incidentals as required for the **Bid Alternate No. 1 Traffic Control Plan** shall be included in the lump sum price for "Additional Traffic Control Required For Partial Closure" in Bid Alternate No. 1. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

SP-4 EROSION CONTROL

I. GENERAL

- A. It is the contractor's responsibility to insure proper erosion control practices are installed on the project, and no silt leaves the construction area. Any excess soil material that is temporarily stockpiled shall be protected by a silt fence. The Erosion Control Plan sheet shows anticipated minimum controls needed to protect the site from erosion. Additional Erosion Control BMP's may be needed due to construction means and methods. As per Section 01412 and the SWPPP, the contractor will have the flexibility to modify this plan as needed to account for seasonal weather, construction means and methods, and construction schedule.
- B. Erosion control shall follow Section 01570 of the Technical Specifications. As industry standards and new products are continually coming to market, substitution for products shown on the Erosion Control Plan sheet will be allowed as long as they are submitted and approved by Boone County Resource Management before installation. This flexibility does not relieve the contractor of meeting minimum preventative erosion control standards. Appropriate silt fence and ditch checks or an approved alternative must be installed before beginning grading operations.
- C. Stabilization must be initiated immediately and completed within 7 calendar days where soil disturbing activities have temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Interim BMP's shall be constructed if necessary to establish interim stabilization. Final stabilization of disturbed areas must be initiated immediately and completed within 7 calendar days whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site. Allowances to the 7 calendar day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP.
- D. Erosion Control will be paid for at the contract Lump Sum bid price and shall include installation, maintenance, repair, and removal once permanent vegetation is established.
- E. The following items shall be a supplement to Project Specification Section 01570-Erosion Control.

II. DITCH CHECKS- TRIANGULAR SILT DIKE

A. GENERAL

Ditch check dams shall be placed as shown on the Erosion Control Plans, and shall be the triangular silt dike type. Triangular silt dike type ditch checks are triangular-shaped, having a height of at least eight to ten inches (8" - 10") in the center with equal sides and a sixteen- to twenty-inch (16" - 20") base. The triangular-shaped inner material shall be urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle two to three (2' - 3') feet. Standard length of each dike will be seven feet (7') unless otherwise required for adequate performance.

B. CONSTRUCTION

1. The ditch checks shall be attached to the ground with Wire Staples. The Staples shall be No. 11 gauge wire and be at least six to eight (6" - 8") inches long. Staples shall be placed as indicated on the installation detail included in the plans.
2. The ditch check shall be sufficient length so that water is prohibited from flowing around the ditch check. Extend check a sufficient length so that the ground level at the ends is higher than the low point on the crest of the check.

C. MAINTENANCE

The contractor shall inspect ditch checks at least once a week and after each rainfall of 0.5 inches or more. Make any required repairs immediately. Should the barrier collapse, decompose or become ineffective, the contractor shall replace it promptly. Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the barrier. Remove the barrier and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

III. INLET PROTECTION BARRIER

- A. This work shall consist of furnishing, installing, maintaining, and removal of inlet protection barriers at the locations shown on the plans. Inlet protection barrier shall consist of nine inch straw wattles, "Gutter Buddy" Curb Inlet Filters, "Big Red" curb inlet protectors, "Silt-Saver" curb inlet filters, or other approved equivalent product.
- B. Straw Wattles shall be manufactured from rice straw or other specified straw and be wrapped in a tubular plastic netting or in a 100% biodegradable tubular 7 oz. Plain Burlap. The netting shall have a strand thickness of 0.03 inch, and a knot thickness of 0.055 inch and a weight of 0.35 ounce per foot (each +/- 10%) and shall be made from 85% high-density polyethylene, 14% ethyl vinyl acetate and 1% color for UV inhibition. Straw Wattles shall be 9 inches in diameter, securely staked with 1 inch by 2 foot wooden stakes on 3 to 4 foot centers as directed by the Engineer.
- C. Nine inch Straw Wattles shall have a density weight of approximately 1.6 to 1.8 pounds per foot (+/- 10%) and a maximum length of 25 feet long (+/- 0.5 feet).
- D. Inlet protection barrier shall be installed per the manufacturer's recommendations and as approved by the Engineer.

- E. Ponding is likely if sediment is not removed regularly. The Contractor shall inspect all inlet protection barriers regularly, and immediately after each rainfall event of 0.5 inches or greater. If any deficiencies or damage are found, the Contractor shall immediately repair them. Accumulated silt or debris shall be removed and relocated as directed by the Engineer.

SP-5 IMPRINTED CONCRETE

I. SCOPE OF WORK

- A. The work shall consist of placement of decorative imprinted cast-in-place concrete slab, having the surface colored and imprinted with a pattern replicating that of a brick surface following a running bond pattern. The concrete surface system shall be constructed of an approved product system in compliance with the specifications of a Bomanite product or equal. The work includes the following:
 - 1. Forming materials, reinforcement, concrete, dry-shake color hardener, curing compound, release agent and sealer.
 - 2. Special imprinting and texturing tools.
 - 3. Concrete placement and finish.
 - 4. Color hardener and release agent placement.
 - 5. Pressure washing to remove excess release agent.
 - 6. Curing compound application.
- B. The work shall be performed on the job site by trained and experienced workmen approved by the product manufacturer, and in accordance with the product manufacturer's specifications and recommendations.

II. QUALITY ASSURANCE

- A. All imprinted concrete shall be installed by a licensed product contractor.
- B. The imprinted concrete contractor shall provide a qualified foreman or supervisor who has a minimum of three years experience with imprinted and textured concrete, and who has successfully completed at least five imprinted concrete installations of high quality and similar in scope to that specified herein, and located within a 100 mile radius of the proposed project. Evidence that the contractor is qualified to complete the project in a workmanlike manner as specified herein shall be submitted to, and approved by the Engineer.
- C. The imprinted concrete contractor shall provide a job site sample (referee sample) of 100 square feet minimum to be approved by the Engineer prior to the start of construction. Said sample shall be the standard for the balance of the work installed, and shall be protected against damage until final approval from the Engineer.

III. PRODUCTS AND MATERIALS

- A. CONCRETE: Concrete shall conform to Section 230, Class "A" of the Boone County Chapter II Roadway Regulations.
- B. COLORING, IMPRINTING, CURING AND SEALING MATERIALS
 - 1. Imprinted Concrete Color Hardener: The color of the concrete shall be approved by the Engineer. The grade of the hardener shall be Regular Grade.
 - 2. Pattern: The pattern shall match a running bond brick and shall be approved by the Engineer prior to production.
 - 3. Tools: All imprinting tools used in the execution of this product shall be manufactured by the product manufacturer.
 - 4. Curing: All imprinted concrete slabs shall be cured in accordance with the product manufacturer's recommendations and specifications.
 - 5. Sealer: All imprinted concrete slabs shall be sealed in accordance with the manufacturer's recommendations.

IV. EXECUTION

- A. The area to receive imprinted concrete shall have the subgrade prepared and compacted conforming to Section 205 of the Boone County Chapter II Roadway Regulations.
- B. Formwork, control joints and/or expansion joints shall be provided in accordance with the construction plans and specifications. A joint pattern is included in the construction plans. Premoulded expansion joint material, one (1) inch thick, shall be installed for the full concrete depth, whenever the concrete meets another curb, sidewalk, driveway, building, lighting standard, fireplug, or other rigid object.
- C. The concrete shall be placed and screeded to the finished grade, and floated to a uniform surface using standard finishing techniques.
- D. Color hardener shall be applied evenly to the surface of the fresh concrete by the dryshake method using a minimum of 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating.
- E. While the concrete is still in its plastic stage of set, the imprinting tools shall be applied to the surface.
- F. Approved curing method shall be applied in accordance with the manufacturer's recommendations immediately after completing the imprinting process.
- G. After the initial curing period, the surface of the slab shall be sealed.

V. MEASUREMENT AND PAYMENT

Measurement of Imprinted Concrete shall be by the nearest square yard, in place, field measure. Plain, untextured concrete median nose treatments and edge treatments for low profile islands constructed of imprinted concrete will be measured and paid for inclusive with Imprinted Concrete. Payment shall include full compensation for all materials, equipment, and labor, and will be made under the bid unit price for "8" Stamped Colored PCC Truck Apron w/ Integral Curb" and "Splitter Island Barrier Curb".

SP-6 STORM DRAINAGE PIPE AND BEDDING

I. GENERAL

In addition to Reinforced Concrete Pipe, the use of ADS N-12 HP pipe is also allowed for use as storm drainage pipe. The contractor may choose to use Reinforced Concrete Pipe, ADS N-12 HP Pipe, or any combination of the two, except that pipe material shall not be changed between concrete structures. Pipe material changes must be at concrete structures. If ADS N-12 HP Pipe is used, ADS N-12 HP pipe will be substituted size-for-size for Reinforced Concrete Pipe. All drainage structures, including inlets, junction boxes, and flared end sections will remain precast concrete, as with RCP pipe. All end sections shall have a toe wall as per the details. No direct payment will be made for the toe wall.

II. ROCK EXCAVATION

Rock excavation is not anticipated on this Project. All costs associated with rock excavation necessary for storm drainage pipe or structure installation shall be considered incidental to the Storm Drainage Pipe bid items.

III. ADS N-12 HP 12" – 60" PIPE

This specification applies to 12- through 60-inch ADS N-12 HP pipe:

A. PIPE REQUIREMENTS

1. Pipe shall consist of ADS N-12 HP Pipe.
2. 12- through 30-inch pipe shall have a smooth interior and annular exterior corrugations and meet ASTM F2736.
3. 36- through 60-inch pipe shall have a smooth interior and annular exterior corrugations.

B. JOINT PERFORMANCE

1. Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736, for applicable diameters.
2. 12- through 60-inch shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.
3. 12- through 60-inch diameters shall have a reinforced bell with a polymer composite band installed by the manufacturer.

C. FITTINGS

Fittings shall conform to ASTM F2736, for applicable diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Fitting joints shall meet the watertight joint performance requirements of ASTM F2736 or ASTM D3212.

D. FIELD PIPE AND JOINT PERFORMANCE

To assure watertightness, field performance verification may be accomplished by testing in accordance with ASTM F2487. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

E. MATERIAL PROPERTIES

Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4.

F. INSTALLATION

Trench width and depth, bedding, and backfill shall be the same as for Reinforced Concrete Pipe as shown on the RCP & HP Pipe Envelope Detail on the Plans.

G. PIPE DIMENSIONS

Pipe I.D. in (Nominal Diameter)	12	15	18	24	30	36	48	60
Pipe O.D.* in (Nominal Diameter)	14.5	17.6	21.2	28.0	35.4	41.1	53.8	66.5
Minimum Pipe Stiffness @ 5% Deflection* #/in./in.	70	60	56	50	46	40	35	30

* Minimum pipe stiffness values listed; contact a representative for maximum values

IV. BASIS OF PAYMENT

Payment for this item shall include excavation, bedding, backfill, pipe, placement of pipe, any additional work or materials necessary to properly connect the pipe to concrete structures, and all other incidental costs associated with this item. Payment for this item shall be included in the 'per linear foot' bid price for the various sizes of "Storm Drainage Pipe."

SP-7 SANITARY SEWER WORK

I. GENERAL

The Contractor shall coordinate with Boone County Regional Sewer District (573-443-2774) to have a representative present during the work under this section.

II. SPECIFICATIONS

- A. The sanitary sewer service wye connection that previously served 1221 & 1223 Player Pl. is located 13' south of the manhole in the east half of Player Pl., as shown on the plans. Cut the service line as close as possible to the wye and permanently cap with like materials. Protect the sanitary sewer wye connection 2' to the south that serves 1217 & 1219 Player Pl.
- B. Sanitary manhole elevation adjustments shall be in accordance with the City of Columbia Standard Specifications.

III. PAYMENT

Payment for all materials, labor and other costs associated with this work shall be included in the 'per each' bid price for "Sanitary Sewer Manhole Height Adjustment" or for "Cut and Cap Sanitary Sewer Service Connection".

SP-8 LANDSCAPE ISLAND WATERLINE

I. GENERAL

The work under this section shall include all equipment, materials, and labor to install landscape irrigation water lines and appurtenances as shown on the Plans. Trenching, backfill, installation and pressure testing shall comply with the City of Columbia Water and Light Specifications for Water Main Construction, Extension and/or Alterations (current version), unless stated otherwise within this specification. The City Water and Light Department will provide and install water meters at locations shown on the Plans. The Contractor is responsible for payment of all service tap and water meter installation fees.

II. COORDINATION WITH UTILITIES

The Contractor shall coordinate with the City Water and Light Department the installation of all water meters shown on the plans. It will be the Contractors responsibility to contact the Water and Light Department at the appropriate time to schedule the installation of the water meters. All costs associated with the installation of water meters by the City of Columbia Water and Light Department will be the responsibility of the contractor.

III. MATERIALS & INSTALLATION

A. CHECK VALVE

Check valve shall be one inch Watts 007 Double Check Backflow Preventer or approved equal. One inch K-copper pipe with appropriate fittings shall be installed between water meter and backflow preventer. The backflow preventer is to be set at the same height as the water meter (18 inches), as shown in the Backflow Preventer Installation detail.

B. PIPE

Trenched Pipe shall be 1½ inch diameter, 200 psi, schedule 40, slip joint PVC (ASTM D1785, D2241, D2672) except where noted otherwise. All joints shall be solvent weld. All pipe and fixtures shall be buried to a depth of 36 inches. All pipe beneath pavement, whether trenched or pushed, shall be one-inch K-copper.

C. HOSE CONNECTION

A hose connection shall be installed in the roundabout center island per the Hose Connection detail.

IV. MEASUREMENT & PAYMENT

Final measurement of landscape island waterline and appurtenances will not be made. Payment for all work and materials required to install landscape island waterline will be per "Lump Sum" and based solely on the contract quantity. No direct payment will be made for any incidental items necessary to complete work unless specifically provided for as a pay item in the contract.

SP-9 PAVEMENT MARKINGS

I. GENERAL

Work under this section shall include supplying all labor, equipment, and materials necessary to complete the application of pavement markings. Work and materials shall be governed by Section 620 of the "Missouri Standard Specifications for Highway Construction."

II. MATERIALS

Pavement markings shall consist of Type 2 Preformed Marking Tape as indicated on the Pavement Markings and Signing Plans. The Contractor shall submit the material manufacturers specifications to the Engineer for approval prior to application. All paint shall be water based.

III. REMOVAL

All existing pavement markings in conflict with the proposed lines of the pavement marking plan shall be removed by the Contractor. There will be no direct payment for pavement marking removal.

IV. MEASUREMENT and PAYMENT

Payment for providing and installing pavement markings as shown on the Pavement Marking Plan shall be made at the "per linear foot" or "per each" bid price for the various markings. Payment will be based solely on the plan quantity except in the case where authorized changes are made during construction, or where appreciable errors are found in the contract quantity.

SP-10 ROADWAY SIGNING

I. GENERAL

- A. Materials and construction requirements for permanent roadway signing shall meet the requirement of Section 903 of the Missouri Standard Specifications for Highway Construction, and this Special Provisions section.
- B. All signposts or sign support systems shall be an approved breakaway design. Sign mounting details shall be as indicated in Missouri Highways and Transportation Commission's "Standard Plans for Highway Construction", Section 903.03BH. Final locations of signs shall be field verified and approved by the Engineer prior to final installation.

C. The "Exit Guide Signs" shown on Plan Sheet No. 23 shall meeting the following criteria"

1. All street name lettering shall be Series 'B'. Uppercase letters shall be 6 inches high. Lowercase letters shall be 4.5 inches high.
2. The "Rd" and "Pl" letters shall be 3 inches high.
3. Boone County North and East coordinates shall be located above the "Rd" and "Pl" lettering and shall be 2 inches high with a 0.5 inch space between the top and bottom coordinate and between the bottom coordinate and the "Rd" or "Pl".
4. Where possible, leave a 0.5" blank border around the outside of the sign.
5. The Contractor shall request the North and East coordinates from Boone County Resource Management prior to ordering the signs. The two signs for St. Charles Road may have different coordinates.

II. MEASUREMENT AND PAYMENT

No measurement will be made of Roadway Signing. Sign posts, footings, mounting hardware and mounting will not be measured for separate payment. Payment shall include full compensation for all materials including sign face, posts, footings, mounting hardware, equipment, and labor, and will be made under the bid unit price per each for various types of signs listed on the Bid Form.

APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

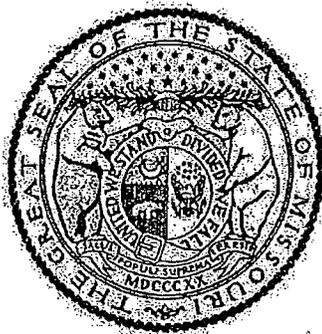
The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.



Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2012

Last Date Objections May Be Filed: April 9, 2012

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			\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$25.80
Bricklayer and Stone Mason	7/12		\$28.20	59	7	\$14.83
Carpenter	7/12		\$24.09	60	15	\$13.65
Cement Mason	7/12		\$25.73	9	3	\$10.70
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction/Lineman)			\$36.36	43	45	\$5.00 + 44.5%
Lineman Operator			\$31.39	43	45	\$5.00 + 44.5%
Groundman			\$24.27	43	45	\$5.00 + 44.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	8/12		\$26.16	86	66	\$22.60
Group II	8/12		\$26.16	86	66	\$22.60
Group III	8/12		\$24.91	86	66	\$22.60
Group III-A	8/12		\$26.16	86	66	\$22.60
Group IV	8/12		\$23.93	86	66	\$22.60
Group V	8/12		\$26.88	86	66	\$22.60
Pipe Fitter	8/12	b	\$34.25	91	69	\$25.03
Glazier		c	\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoeum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	7/12		\$25.09	60	15	\$13.65
Ironworker	8/12		\$27.81	11	8	\$21.04
Painter	7/12		\$21.95	18	7	\$11.42
Plasterer	7/12		\$24.54	94	5	\$12.39
Plumber	8/12	b	\$34.25	91	89	\$25.03
Pile Driver	7/12		\$25.09	60	15	\$13.65
Rofer / Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker	7/12		\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$17.02
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster:						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

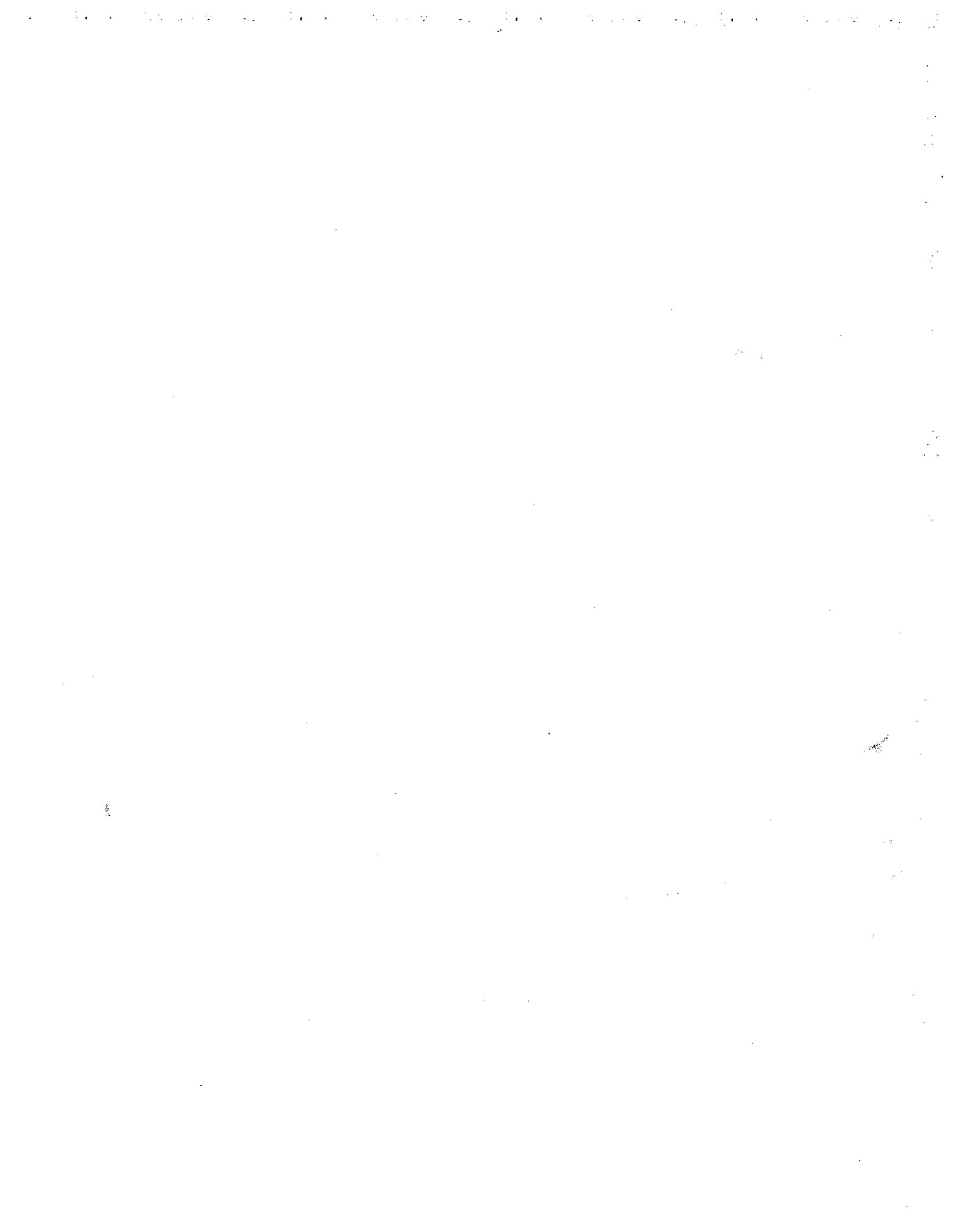
Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.



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.

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

NO. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: 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. 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
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 7:00 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
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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.

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 \$25.77 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.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

NO. 45: All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

**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: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$29.52	7	16	\$13.50
Millwright	7/12	\$29.52	7	16	\$13.50
Pile Driver	7/12	\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction/Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer		\$22.68	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer		\$16.72	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$25.24	21	5	\$22.50
Group II	8/12	\$24.89	21	5	\$22.50
Group III	8/12	\$24.69	21	5	\$22.50
Group IV	8/12	\$21.04	21	5	\$22.50
Oilier-Driver	8/12	\$21.04	21	5	\$22.50
Laborer					
General Laborer	7/12	\$25.81	2	4	\$11.52
Skilled Laborer	7/12	\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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.

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction/Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

**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 any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

APPENDIX D

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The Stormwater Pollution Prevention Plan (SWPPP) is provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20

County of Boone

12

In the County Commission of said county, on the

day of

20

27th

November

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 utilization of the City of Columbia cooperative contract for Paging and Paging Service with Midwest paging of Purdy, Missouri.

The terms of this agreement are stipulated in the attached agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 27th day of November, 2012.

ATTEST:

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


Daniel K. Atwill

Presiding Commissioner


Karen M. Miller

District I Commissioner


Skip Elkin

District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 16, 2012
RE: Cooperative Contract: 160-2012 – Pagers and Paging Service

Purchasing requests permission to utilize the City of Columbia cooperative contract for Paging and Paging Service with Midwest Paging of Purdy, Missouri. We have currently been utilizing the City's contract for this service since 2002.

The initial term is through October 31, 2013 and the contract includes four one-year renewals. This is a county-wide term and supply contract.

cc: Bid File

**PURCHASE AGREEMENT
FOR
PAGERS AND PAGING SERVICE**

THIS AGREEMENT dated the 27th day of NOVEMBER 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Midwest Paging Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Pagers and Paging Service** in compliance with all bid specifications and any addendum issued for the City of Columbia Request for Quote number **160/2012** and Standard Contract Terms and Conditions – Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Quote number 160/2012 shall prevail and control over the contractor's bid response.

2. **Contract Duration** - The agreement period shall be **November 1, 2012 through October 31, 2013**. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Rates and Charges** - Contractor agrees to provide pagers and paging service in accordance with their bid response at the rates per month and the charges specified therein during the contract period. The County reserves the right to add or delete service on an as needed basis. The County agrees to pay all invoices within thirty days of receipt of a valid monthly statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Maintenance and Service** - Contractor agrees to provide County with the pagers and paging service and maintenance as specified in its bid response. Contractor agrees to make no major change in its ability to provide maintenance and service as outlined in its bid response without notifying the County of such changes and obtaining the county's prior approval.

5. **Hardware Charges** - Contractor agrees to provide pager hardware at the rates and charges specified in the bid response. Contractor further agrees to provide the County with hardware pricing changes in a timely manner.

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

- b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

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

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

MIDWEST PAGING INC.

BOONE COUNTY, MISSOURI

by Tom Jackson
 title President

by: Boone County Commission
Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

C.J. Dykhouse
 C.J. Dykhouse, County Counselor

Wendy S. Noren my
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
 Signature by aj

11/19/12
 Date

Countywide Term and Supply
No Encumbrance Required
 Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. 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.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. 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.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. 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.
11. 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.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. 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.



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

November 1, 2012

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: Pagers and Pager Services Term & Supply

Contract Period is November 1, 2012 through October 31, 2013

Your firm has been awarded the contract herein in response to our recent Request for Quotation. The purchase orders for this year will be sent to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

<u>CONTRACT NUMBER</u>	<u>ITEMS AWARDED</u>	<u>VENDOR NUMBER</u>	<u>VENDOR NAME</u>
160/2012	See attached	15175	Midwest Paging 405-C West Highway C Purdy, MO 65734 Contact: Tom Jackson Phone 417-839-9051 Fax 417-442-7308 Email tom@mwpaging.com

TERMS: Net 30
DELIVERY: As Needed

Barb Rorman
Buyer/Purchasing
573-874-7374

Will Hobart
Purchasing Agent

cc: Janet Dutton
Shawna Victors
Kent Branson

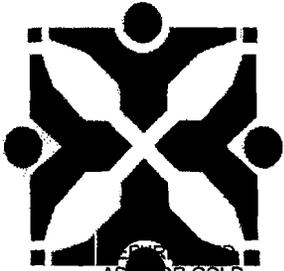
Lisa Roland
Aaron Ray
DeeAnn Bradshaw

Don Elliott
Mary Murphy
Katy Cassidy



City of Columbia
 Tabulation Report RFQ #160/2012 - Pagers and Paging Services Term & Supply
 Vendor: Midwest Paging, Inc.

Code	Name	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty. Unit	Total Price	Notes	Attachments
	ITEM 1: MONTHLY COST NUMERIC (DISPLAY) PAGERS				\$4.95	1 EACH/per month	\$4.95	Lease option. Monthly cost of numeric pagers as lease. \$5.95 Price includes taking City of Columbia owned pagers and making them lease pagers. With this option the City would not have any repair costs.	
	ITEM: 2 MONTHLY COST ALPHA/NUMERIC PAGERS				\$5.95	1 EACH/per month	\$5.95	Lease option. Monthly cost of alphanumeric pagers as lease. \$6.95 Price includes taking City of Columbia owned pagers and making them lease pagers. With this option The City would not have any repair costs.	
	ITEM 3: MONTHLY COST VOICE PAGERS				\$0.00	1 EACH/per month	\$0.00	Voice Pagers and voice service is not available for the Columbia area.	
	ITEM 4: MONTHLY COST VOICE MAIL				\$2.50	1 EACH/per month	\$2.50	Voice Mail includes custom greeting.	
	ITEM 5: MONTHLY COST CUSTOMIZED GREETING				\$1.00	1 EACH/per month	\$1.00		
	ITEM 6: MONTHLY COST WIDE COVERAGE				\$0.00	1 EACH/per month	\$0.00	Midwest Paging wide area is our Area B coverage.	
	ITEM 7: MONTHLY COST STATEWIDE COVERAGE				\$2.50	1 EACH/per month	\$2.50	Kansas City \$2.50 ea. per pager per month St. Louis \$2.50 ea. per pager per month Springfield \$2.50 ea. per pager per month	
	ITEM 8: MONTHLY COST ANSWERING SERVICE				\$0.00	1 EACH/per month	\$0.00	Not Available	
	ITEM 9: BRAVO LX PAGER, MOTOROLA OR EQUAL		Unication		\$69.00	1 each	\$69.00		Unication Numeric Pager NP-88 10-8-2012.pdf
	ITEM 10: ULTRA EXPRESS, MOTOROLA OR EQUAL		Unication		\$69.00	1 each	\$69.00		Unication Numeric Pager NP-88 10-8-2012.pdf
	ITEM 11: ADVISOR GOLD PAGER, MOTOROLA OR EQUAL		Unication		\$99.00	1 each	\$99.00		Unication Alpha Elegant Literature 10-8-2012.pdf



City of Columbia
 Tabulation Report RFQ #160/2012 - Pagers and Paging Services Term & Supply
 Vendor: Midwest Paging, Inc.

ADDED OR GOLD
 PAGER, MOTOROLA
 OR EQUAL

ITEM 13:
 REFURBISHED
 EP-2B2 PAGER,
 PANASONIC OR
 EQUAL

ITEM 14: EP-2B2
 PAGER, PANASONIC
 OR EQUAL

ITEM 15: 2-WAY
 PAGER, MOTOROLA
 T900 OR EQUAL

ITEM 16: 2-WAY
 MESSAGING
 SERVICE FOR
 ITEMS 14 AND 15
 NATIONWIDE
 COVERAGE

ITEM 17: FLAT RATE
 CHARGE FOR
 PAGER REPAIR

ITEM 18: REPAIR
 RATE IF FLAT RATE
 DOES NOT APPLY

Unication

\$50.00 1 each \$50.00

\$45.00 1 each \$45.00

\$69.00 1 each \$69.00

\$0.00 1 each \$0.00 Not Available

\$0.00 1 EACH/per month \$0.00 2-Way Paging is Not Available in Columbia, MO.

\$0.00 1 each \$0.00 Not Available

\$29.00 1 DEFINE \$29.00 \$29.00 Flat Rate for labor plus parts.

Unication
 Numeric
 Pager NP-88
 10-8-2012.pdf

General Comments:

General Attachments: Columbia Pager Bid Special Requirements 10-8-2012.pdf

160/2012 PAGER & PAGER SERVICES BID RESPONSE SPECIAL REQUIREMENTS

1	Service Frequency	Please indicate service frequency	Required	152.690MHZ and 158.700MHZ
2	Paging Formats	Indicate the different paging formats which can be provided and any additional cost for each per month, if any.	Required	We use pocsag paging format and there is no additional charge.
3	Office Location	Provide the address and telephone number of the office which will be providing the City with pagers, repairs, loaner pagers, etc.	Required	5305 East St. Charles Rd. Columbia, MO 65201 573-874-2168
4	Answering Service	Give details regarding operation of answering service such as hours of operation, assistance, additional cost, etc.	Required	Not Available
5	Emergency Preparedness	Please describe the capability of emergency preparedness of your local company, including tower sites and central office. Also explain availability of back-up power, redundant switching, etc.	Required	Midwest Paging has 5 paging transmitters inside Columbia City limits. Our paging terminal is redundant, we have battery backup and generator backup.
6	Paging Service in Emergency Conditions	What procedures would be followed in an emergency or crisis to ensure that the City has paging coverage / capability?	Required	If our redundant paging terminal was destroyed our paging terminal in Jefferson City could page for Columbia.
7	Equipment Location	Where is the terminal equipment located?	Required	604 Nebraska Street Columbia, MO
8	Through Time	What is the approximate "through time" for a page?	Required	<1 minute
9	Repair Service	Where is your repair facility located? What is the normal amount of time required for repairs?	Required	Long Text Pagers are repaired in Purdy, MO. 5-7 business days.
10	Repair Procedures	Please describe repair procedures for City pagers. Note that the City has several brands and ages of pagers already in service. Are there any brand/model restrictions, repair problems, unavailability of parts, etc.? Please explain.	Required	We would repair the pagers if it is economical to do so and if parts are available.
11	Flat Rate for Repairs	Are there any circumstances where the flat rate quoted on line 20 would not apply? If so, please describe in detail.	Required	Only if the pager is not economical to repair or too damaged to repair.
12	Loaner Pagers	Will you provide loaner pagers for those out of service and in your shop under repair? If so, please describe the procedures followed to obtain a loaner pager.	Required	If the City chooses the lease option, then spares would be provided at No Charge.
13	Customer Service	Please describe standard hours of operation and describe what customer service is available during standard AND non-standard hours of operation and how to contact your customer service group.	Required	Our office is open Monday through Friday 8:00AM to 4:00PM. We have technicians on call 24/7 365 days a year by calling 800-922-9282.

14	Future Plans to Enhance Coverage Area	Please describe any plans your company has to enhance coverage area within the next 12 to 24 months.	Required	With all the transmitters we now have in Columbia we do not have any plans to add any.
15	Messaging Service	Describe Messaging Service plans, plan limits, etc. available for 2-way paging, quote cost on Line 17 below.	Optional	2-Way coverage is not offered in Columbia, MO.
16	Minimum Billing Unit	If a flat rate is not offered (line 20) or does not apply, what is the minimum billing unit for pager repair -- 1/4 hr, 1/2 hr, 1 hour, etc.	Required	\$29.00 flat rate for labor plus parts.
17	References	Please provide at least three local references with whom pagers and paging service is provided under a contract such as this. References shall have been a customer of the bidder for at least 12 months.	Required	City of Columbia, MO Boone Hospital Jim Buddymeyer @573-815-3834 UMHC Dan Crouch @ 573-884-0445 Boone County
18	Terms and Conditions	Accept terms and conditions	Required	Midwest Paging Accepts the terms and Conditions
19	Payment Terms	Please Indicate Payment Terms:	Required	Net 30 Days
20	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	Optional	Yes
21	Descriptive Literature	Vendor shall provide Descriptive literature for each item shown in this bid document using any of the following methods: by uploading and attaching to their bid response; by emailing literature to the Buyer named on page 1 of this document; or by mailing descriptive literature to the City of Columbia Purchasing Division, 800 Cherry Street - Lower Level, Columbia, MO 65205. Literature sent via U. S. Mail must be received by the City Purchasing Division prior to Bid Closing Date and Time. (Please write bid number on outside of envelope.)	Required	The Literature has been uploaded and attached to to the bid.

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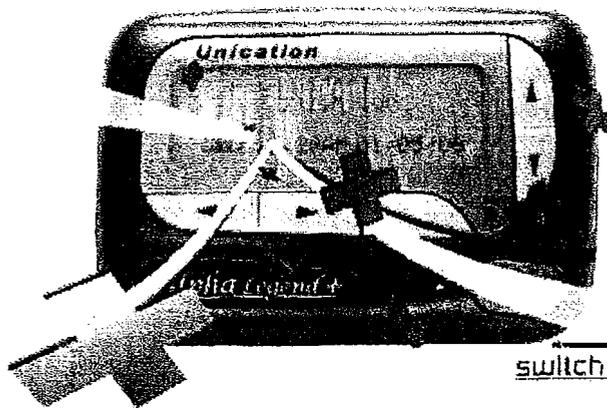


OTHER PRODUCTS ABOUT US



- E5 RUGGED PAGER >>
- ALPHA LEGEND/ ELEGANT >>
- ALPHA E/ L DUAL >>
- ALPHA ELITE >>
- M90 MESSENGER >>

Features > Specs > Gallery + Downloads > Price



INTRODUCING ALPHA LEGEND+

switch automatically from wide to narrow band

SCOPE OF ALPHA LEGEND+ ALPHANUMERIC PAGER

Are you going to have to migrate to narrowband operation?

Do you want a pager that works on your wideband system and automatically switches to narrowband?

The Alpha Legend+ is what you need and it is available now.

Unication Co., Ltd. / Uni., a leader in wireless paging technologies, introduces completely new Alpha Legend+, alphanumeric pager, that automatically migrates to narrowband along with your system.

From large, multi-departmented corporate settings and busy smaller businesses to hospitals, restaurants, hotels a

everybody's in touch, precious time is saved, things get done.

Uni.'s Alpha Legend+ supports exciting capabilities in messaging and can become an animate part of your business and personal life. Besides the basic 4-line display of the pager, it has strong and customizable zoom display of 4 lines to lines for your clear viewing. Incorporated powerful functionality and advanced electronic communication and wireless technology will bring your work or life into the convenient communication era.

FEATURES OF ALPHA LEGEND+ ALPHANUMERIC PAGER

Display	<ul style="list-style-type: none"> • Unique new Alphanumeric Pager, Alpha Legend+ comes with display flexibility. Customizable zoom display to suit your daily operations. • 4-Line 2-Line Text Messaging • Programmable Parallax Scrolling • 26 Alphanumeric Characters per Line • 12 Background and Foreground Colors for Auto Scrolling • Time and Date Display Format Programmable
Alert	<ul style="list-style-type: none"> • Variety of Alerting Modes can be assigned to each address. • Ring Tone Programmable via PPS of Front Panel • Ringing Alert Tone (5/10/15/20/30/45/60/90/120) • Ringing Alert (PA) and No Ring Tone • 7 Alert Modes: Standard Alert, Escalating Alert, Vibrating, Intermittent, Intermitting Alert, Vibrate then Alert, Chime and Silent • 5 Alert Modes: Inter-Vibrating Alert, Intermitting Alert, Intermittent Alert, Chime and Silent, Vibrate
Indicators	<ul style="list-style-type: none"> • Variety of Indicators can be assigned to each address • 12 LED Indicators: Call, Ring, Battery, Memory Full, Alarm Clock, Hazard, Incoming Call, Busy, Incoming Call, No More Indicators
Messaging	<ul style="list-style-type: none"> • 4-Line 2-Line Full Screen Display • 4-Line 2-Line Zoom Display • 26 Alphanumeric Characters per Line • 12 Background and Foreground Colors • Programmable Parallax Scrolling • 2-Line 4-Line 2-Line Data Stamping Alarm

SPECIFICATIONS OF ALPHA LEGEND+ ALPHANUMERIC PAGER

Wide Band	
Band Split	12.5 kHz
Frequency Range	150 MHz 160 MHz

Baud Rate (bps)	
Code Format	
Paging Sensitivity (u/Vm)	
Selectivity	
Spurious & Image Rejection	
High Level Intermodulation	
Frequency Stability	
Channel Spacing	
Receiver Type	
Address Capability	
Frequency Deviation	
Alert Tone	
Operating Temperature	
Storage Temperature	
Power Supply	
Battery Life (Based on full capacity battery; 24 hrs ON and 2 pages/ day)	
Low Battery Alert Level	
Weight with Battery	
Dimension	
UL Rating	

Narrow Band

Band Split	
Frequency Range	
Baud Rate (bps)	
Code Format	
Paging Sensitivity (u/Vm)	

Spurious & Image Rejection	
Frequency Stability	
Channel Spacing	
Receiver Type	
Address Capability	
Frequency Deviation	
Alert Tone	
Operating Temperature	
Storage Temperature	
Power Supply	
Battery Life (Based on full capacity battery; 24 hrs ON and 2 pages/ day)	
Low Battery Alert Level	
Weight with Battery	
Dimension	
UL Rating	

PRICE OF ALPHA LEGEND+ ALPHANUMERIC PAGER

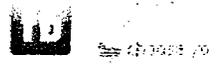
Price for Alpha Legend+ Alphanumeric Pager :

(North America region customer, please contact us at sales@unication.com for better price)

(Other regions customer, please contact us at salesenquiry@uni.com.tw for better price)

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for better life.work.home.

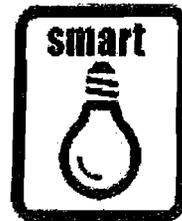
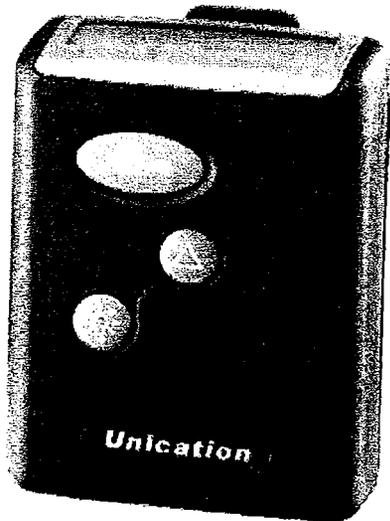


OTHER PRODUCTS ABOUT US **HOME**

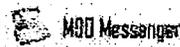
- NP 30 PAGER >>
- NP 20 PAGER >>

Features > Specs > Gallery + Downloads > Price

NP-88 Numeric Pager



See others >>



SCOPE OF NP-88 NUMERIC PAGER

Do you have a large workforce?

Do they have to constantly communicate with each other whenever or wherever they are?

Are you looking for a less costly but dependable & effective communication than cell phones in a large scale?

Unication Co., Ltd. / Uni., a leader in wireless paging technologies, introduces NP-88, a numeric pager, to streamline any users' or organization's daily or communication needs.

From large, multi-departmented corporate settings and busy smaller businesses to hospitals, restaurants, hotels and everything in between, smooth, efficient communications make the whole organization process work better. When everybody's in touch, time is saved, things get done.

The NP-88 offers accessibility to stay on top of hectic daily lifestyle. Perfect for basic wireless communication and user-friendly operation. You can set the pager to generate an audible or a vibration alert, no matter under noisy or quiet environment when you're expecting an important page.

Uni.'s NP-88 is compact, light-weight, inexpensive and the best choice when you need reliable paging with broad coverage.

FEATURES OF NP-88 NUMERIC PAGER

Display

English
The display is available in English, French, Spanish, Italian, German, Japanese, Korean, and Chinese.
Screen display
The display screen displays the time of day / date or no display
Time and Day Mode
The time and day are displayed whether the pager is on or off

Indicator / Alert

Alert indicator
When a message is received, the indicator will be displayed, prompting you to check the message. The indicator is also used to indicate the status of the pager.
Alert indicator
The indicator will be displayed when the pager is on or off.
Alert indicator
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Alert indicator
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Alert indicator
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Messaging

Message storage
The pager can store up to 100 messages. The messages are stored in the memory of the pager and can be accessed at any time.
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The NP-88 pager can store up to sixteen (16) messages, for a total of 160 characters.

Message Storage
 All characters in a stored message are stored in the pager's memory.

Overflow
 Overflow is displayed when more unread messages are received than the available memory can hold. After you read all of your unread messages, the standby screen is displayed.

Time Stamp
 The date and time of a message received are displayed in the lower area of each message.

SPECIFICATIONS OF NP-88 NUMERIC PAGER

Band Split	12.5 kHz	12.5 kHz	12.5 kHz
Frequency Range	152.5 MHz 157.5 MHz 162.5 MHz	152.5 MHz 157.5 MHz 162.5 MHz	152.5 MHz 157.5 MHz 162.5 MHz
Baud Rate (bps)	1200 bps/AM/FM		
Code Format	Numeric Code		
Paging Sensitivity (u/Vm)	100 uV/m 200 uV/m 300 uV/m	100 uV/m 200 uV/m 300 uV/m	100 uV/m 200 uV/m 300 uV/m
Selectivity	10 dB	10 dB	10 dB
Spurious & Image Rejection	10 dB	10 dB	10 dB
Frequency Stability	±100 Hz	±100 Hz	±100 Hz
Channel Spacing	12.5 kHz		
Receiver Type	AM/FM/AM		
Frequency Deviation	±100 Hz		
Alert Tone	1000 Hz, 200 ms, 100 dB		
Operating Temperature	0°C to 50°C		

Battery Life
(Based on full capacity
battery;
24 hrs ON and 2 pages/ day)

Weight with Battery

Dimensions

UL Rating

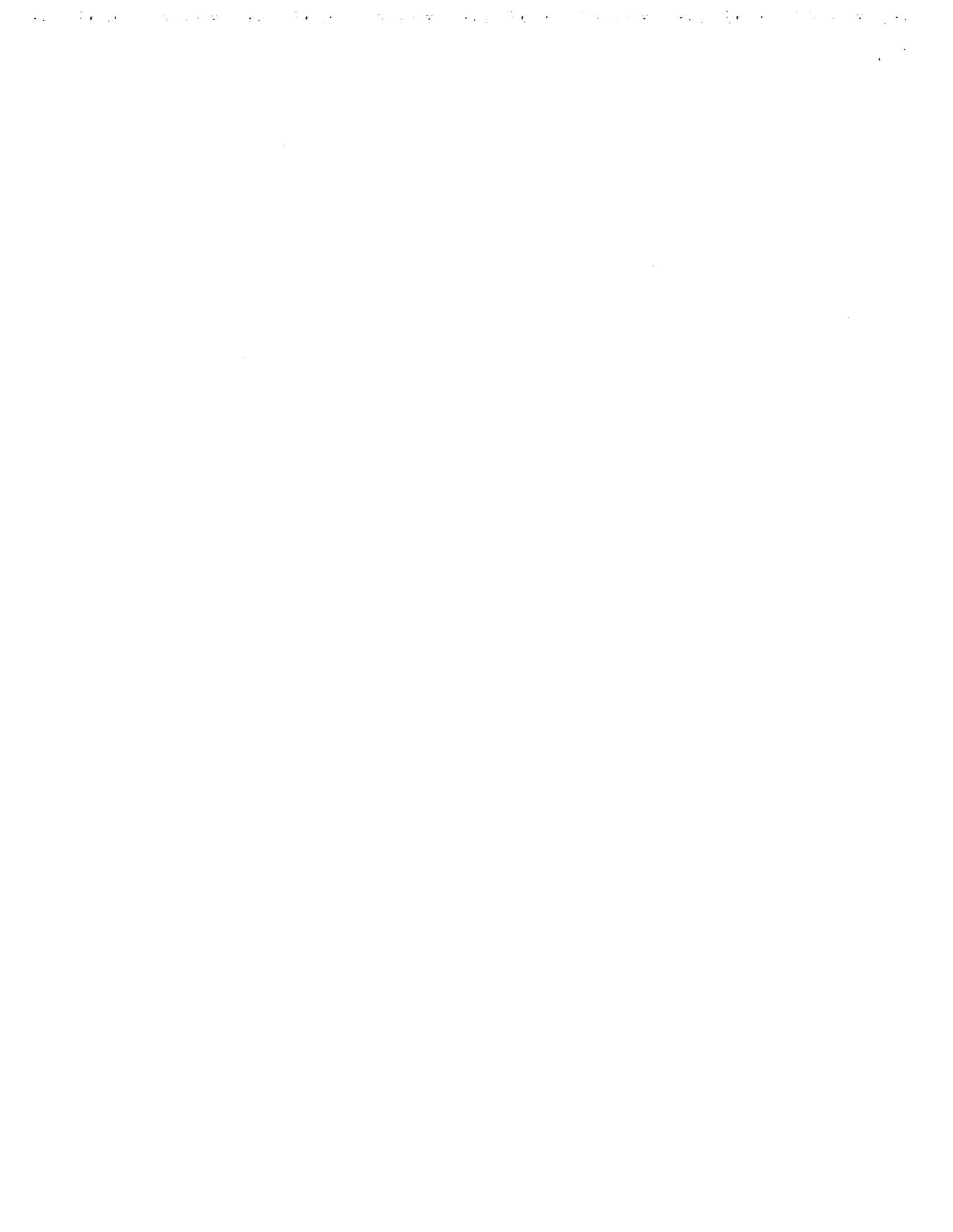
PRICE OF NP-88 NUMERIC PAGER

Price for NP-88 Numeric Pager :

(North America region customer, please contact us at sales@unication.com for better price)

(Other regions customer, please contact us at salesenquiry@uni.com.tw for better price)

© 2010 Unication Co., Ltd.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2012

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 JERRY WHITE INSURANCE AGENCY 9904 FARM ROAD 1085 PURDY, MO 65734	CONTACT NAME: JERRY WHITE PHONE (A/C No. Ext): 417-442-3858 FAX (A/C No.): 417-442-3379 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE: INSURER A: GRINNELL MUTUAL INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED JOPLIN BEEPERS INC PO BOX 75 PURDY, MO 65734	NAIC #

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC			0028001132	09/16/2012	09/16/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	0015026540	09/16/2012	09/16/2013

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

BOONE COUNTY
613 E ASH, ROOM 113
COLUMBIA, MO 65201
ATTN: DAVE EAGLE

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
Jerry White

Search Results

Current Search Terms: midwest* paging*

Your search for "Midwest* Paging*" returned the following results...

Entity	JOPLIN BEEPERS INC	Status: Active ⓘ
DUNS: 001555010	+4:	CAGE Code: 1WF47
Has Active Exclusion?: No		DoDAAC:

[View Details](#)

SAM | System for Award Management 1.0

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



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 Joplin Beepers, Inc. DBA Midwest Paging, 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).

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of November 20 12

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

Now on this day the Boone County Commission of the County of Boone does hereby approve the Contract Amendment #1-26-09MAY12-Building Construction and Renovation Term & Supply. The terms of this proposal are stipulated in the attached proposal. It is further ordered the Presiding Commissioner is hereby authorized to sign said proposal.

Done this 27th day of November, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 16, 2012
RE: Contract Amendment Number One – 26-09MAY12 – Building
Construction and Renovation Term and Supply

Contract 26-09MAY12 – *Building Construction and Renovation* with McAfee Construction of Columbia, Missouri was approved in commission on June 26, 2012. The attached amendment clarifies how the contractor is to bill.

This is a County-wide Term and Supply contract used primarily by Facilities Maintenance and the Sheriff Department.

cc: Bid File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
BUILDING CONSTRUCTION AND RENOVATION TERM AND SUPPLY**

The Agreement **26-09MAY12** dated June 26, 2012 made by and between Boone County, Missouri and **McAfee Construction, Inc.**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Clarification to the Billing for overhead and profit** - The County agrees to pay invoices billed as follows:

- Materials – Contractor/Subcontractor’s actual cost
- 10% mark-up on materials
- Labor performed by subcontractors
- 10% mark-up on subcontractor labor

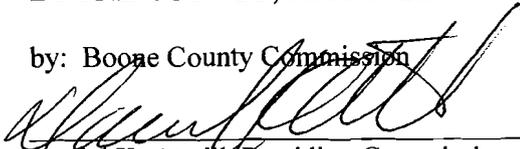
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

MCAFFEE CONSTRUCTION, INC.

by 
title President

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

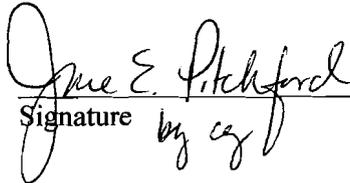

County Counselor

ATTEST:

Wendy S. Noren *my*
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature *by cgl*

11/9/12
Date

County-Wide Term/Supply
No Encumbrance Request
Appropriation/Account

