

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

22nd

day of

March

20 18

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

Now on this day the County Commission of the County of Boone does hereby accept and ratify the attached Intergovernmental Agreement between the Prosecuting Attorney's Office and the Missouri Office of Prosecution Services (MOPS) for support and maintenance of automated case management and criminal history reporting systems with Karpel.

Done this 22nd day of March, 2018.

ATTEST

Taylor W Burks  
Taylor W. Burks  
Clerk of the County Commission

Daniel K Atwill  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

Janel M Thompson  
Janel M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** March 13, 2018  
**RE:** Intergovernmental Agreement: 17-30APR18C – Automated Case Management System and Criminal History Reporting

Attached is an intergovernmental agreement between the Prosecuting Attorney's Office of Boone County and the Missouri Office of Prosecution Services (MOPS) for support and maintenance of automated case management and criminal history reporting systems with Karpel.

Purchasing has been asked by our Information Technology Department and Legal Department to route this agreement for certification by the Auditor's office and for the Commission to ratify the agreement.

Cost of maintenance for 42 users is \$18,900 and will be paid from departments 2905 – LE/Judicial Info Sys-LE Sales Tax and 1263 – IV-D, accounts 70050 – Software Service Contract, 91302 – Computer Software.

**cc:** Aron Gish, Jennifer Riggins, IT  
Bonnie Adkins, PA  
Contract File

17-30 APR 18 C  
Commission order #: 145-2018  
Date: 3-22-18

**License Use Memorandum of Understanding**

January 1, 2018 – December 31, 2018

THIS AGREEMENT is entered into between Missouri Office of Prosecution Services, hereinafter "MOPS", and the Prosecuting Attorney's Office of **Boone County**, Missouri, hereinafter "COUNTY", and

WHEREAS, section 56.750, RSMo provides that MOPS may "assist in the development, support and maintenance of automated case management and criminal history reporting systems approved by the Prosecutors Coordinators Training Council as the standard utilized by prosecuting attorneys and circuit attorney", and

WHEREAS, the Prosecutors Coordinators Training Council has approved "PBK", a product of Karpel Solutions, hereinafter "Karpel" as the standard utilized by prosecuting attorneys and circuit attorney, and

WHEREAS, the State of Missouri, through MOPS, has entered into a contract with Karpel Solutions to provide automated case management system and criminal history reporting services to prosecutors' offices, and

THEREFORE, the parties agree as follows:

1. That COUNTY agrees to utilize PBK as the sole automated case management system and criminal history reporting system within its office;
2. That COUNTY agrees to use MOPS as the sole point of contact with Karpel for any new or existing contractual services and development requests (including but not limited to enhancement requests and pilot/beta test requests by Karpel);
3. That COUNTY agrees to utilize only the most recent version of PBK as approved by MOPS;
4. That COUNTY agrees to utilize the electronic case transfer function ("Transfer to Court") with the Office of the State Courts Administrator (OSCA) and further agrees to enter into any agreements necessary to effectuate said function;
5. That COUNTY agrees to provide the name and contact information for its local PBK system administrator to MOPS and to update MOPS of any change of information for the local PBK system administrator within 5 business days of such change (see attachment).
6. That COUNTY agrees to enter all criminal cases into PBK and fully dispose of them within the system for the purpose of reporting criminal case dispositions to the Missouri State Highway Patrol (MSHP) CJIS Division, pursuant to RSMo 43.503.

AV

7. That the COUNTY agrees to comply with any and all security requirements adopted by MOPS upon notification of adoption. Such security requirements may be developed from recommendations from the Missouri Association of Prosecuting Attorneys (MAPA) Steering Committee on Case Management and/or approved by the MAPA Board of Directors and the Prosecutors Coordinators' Training Council.
8. That under the current contract between MOPS and Karpel, Karpel is entitled to **\$450.00 PER USER** for annual maintenance costs;
9. That said contract will expire on December 31, 2027 and that MOPS and Karpel have the rights to renegotiate a new contract or decline to enter into another contract which may result in a different annual maintenance amount due to Karpel;
10. That COUNTY shall be invoiced annually from MOPS at the beginning of each calendar year. The COUNTY shall then make payment to MOPS no later than the 30<sup>th</sup> of January for that calendar year. The COUNTY shall pay to MOPS a prorated portion of the annual maintenance for any new users added during the year, said payment to be made within thirty days of such user being added, based on the number of days remaining in the year from the date the new user is added.
11. That COUNTY currently is authorized 42 users to be covered by MOPS under this agreement. The COUNTY shall be solely responsible for the expense of any other license(s) that fall outside of the authorized user amount stated above.
12. That COUNTY shall not add any users without the express approval of MOPS. MOPS and the COUNTY agree that the COUNTY is the owner of the 42 PBK licenses assigned to it, but the parties further agree that the COUNTY does hereby transfer administrative authority over such licenses to MOPS, to negotiate with Karpel Solutions regarding the terms of such licenses and set policies regarding the use and maintenance of such licenses. The parties agree that such licenses shall be administered by MOPS in the same fashion as other MOPS owned licenses. The COUNTY shall be obligated to pay to MOPS the annual maintenance provided under this MOU for all licenses, and shall be further obligated to pay MOPS the annual maintenance for any new licenses they add;
13. That MOPS shall allow COUNTY the use of 42 PBK licenses;
14. This agreement shall be in effect from January 1, 2018 to December 31, 2018;
15. If, in the judgment of MOPS, COUNTY has not met the requirements of paragraphs 1, 2, 3, 4, 5, 6, or 7 MOPS reserves the right to terminate its annual license use memorandum

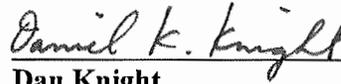
of understanding under this agreement after providing thirty (30) days written notice to COUNTY;

- 16. Such notice under paragraph 15 may only be given if MOPS has provided COUNTY with written demand to correct the violations of paragraphs 1, 2, 3, 4, 5, 6, or 7 and has provided COUNTY with 30 days in which to comply;
- 17. This agreement supersedes all other agreements, either written or oral, between MOPS and COUNTY relating to automated case management systems and criminal history reporting systems;
- 18. Either party may terminate this agreement upon thirty (30) days written notice to the other party;
- 19. The laws of the State of Missouri shall govern this agreement.

WHEREFORE, we have hereunto set our hands this 18th day of Dec, 20 17.



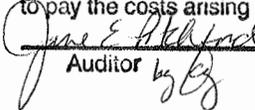
**Jason H. Lamb,**  
Executive Director  
Missouri Office of Prosecution Services



**Dan Knight**  
Prosecuting Attorney  
Boone County

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

	<u>3/14/18</u>	<u>2905-7600, 91362</u>
Auditor <i>by</i>	Date	<u>1263-76050</u>

# PBK System Administrator Information Sheet

## Boone County

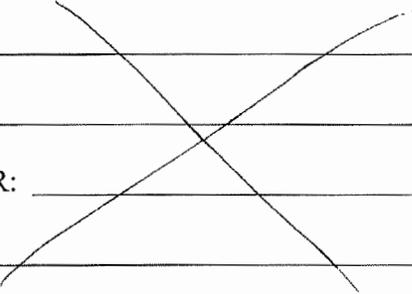
1. System Administrator #1

- a. NAME: Bonnie Adkins
- b. TITLE: Office Administator
- c. PHONE NUMBER: 573-886-4112
- d. E-MAIL: BADKINS@BOONECOUNTYMO.ORG

2. System Administrator #2

- a. NAME: Tracy Skaggs
- b. TITLE: Legal Assistant III
- c. PHONE NUMBER: 573-886-4118
- d. E-MAIL: TSKAGGS@BOONECOUNTYMO.ORG

3. System Administrator #3

- a. NAME: \_\_\_\_\_
  - b. TITLE: \_\_\_\_\_
  - c. PHONE NUMBER: \_\_\_\_\_
  - d. E-MAIL: \_\_\_\_\_
- 

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 22nd day of March 20 18

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 State of Missouri Cooperative Contract C215080007 to purchase two (2) Photocopiers and Maintenance for Court Administration and dispose of the following surplus by trade:

- Canon IR5050, Asset Tag 16729
- Canon IR3045, Asset Tag 16370

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal forms.

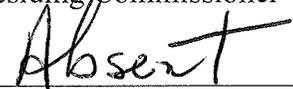
Done this 22nd day of March, 2018

ATTEST:

  
 Taylor W. Burks  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 2/1/18

Fixed Asset Tag Number: 16370

Description of Asset: CANON IR3045  
MULTIFUNCTION

RECEIVED

FEB 05 2018

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): C 10020303

Condition of Asset: GOOD

Reason for Disposition: Replacing w/ another (purchased in 10/07)

Location of Asset and Desired Date for Removal to Storage: Adult Court Services Court Office - When new one gets here.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210-CIRCUIT COURT Signature: Mary Eppig

**To be Completed by: AUDITOR**

Original Acquisition Date: 10-4-07

G/L Account for Proceeds: 1190-3836 HQ

Original Acquisition Amount: \$8,568.00

Original Funding Source: 2731

Account Group: 1601

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name: Number:

Location within Department:

Individual:

Trade Auction Sealed Bids

Other Explain:

Commission Order Number: 146-2018

Date Approved: 3-22-18

Signature: [Handwritten Signature]

2/5/18

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 2/1/18 Fixed Asset Tag Number: 16729

Description of Asset: CANON IMAGERUNNER 5050  
MULTIFUNCTION

**RECEIVED**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

FEB 06 2018

Other Information (Serial number, etc.): CHE09792

**BOONE COUNTY AUDITOR**

Condition of Asset: GOOD

Reason for Disposition: Replacing w/another (purchased 12/08)

Location of Asset and Desired Date for Removal to Storage: COURT REPORTER OFFICES  
1ST FLOOR - WHEN NEW ONE  
GETS HERE.

Was asset purchased with grant funding?  YES  NO  
If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO  
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210 - CIRCUIT COURT Signature: Mary Eggen

**To be Completed by: AUDITOR**

Original Acquisition Date 12-31-08

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$8,700.00

Original Funding Source 2782

Account Group 1601

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_ Trade \_\_\_ Auction \_\_\_ Sealed Bids

\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 146-2018

Date Approved 3-22-18

Signature: [Signature]

2/5/18

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
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, CPPO, CPPB  
DATE: March 13, 2018  
RE: Cooperative Contract: C215080007 – Photocopier and Maintenance for Court Administration

Boone County Court Administration requests permission to utilize the State of Missouri cooperative contract C215080007 (pricing based on NASPO Value Point contract 3091) with Marco Technologies, LLC of Columbia, Missouri to purchase photocopiers with maintenance.

**Court Administration:** Invoices will be paid from department 1210 – Circuit Court Services, account 92300 – Replacement Machinery & Equipment with maintenance from 60050 – Equipment Service Contract. \$17,000 was budget for the two copiers.

### Front Judge's Office

Canon Advance ir 6555i copier	\$5,818.00
Stapler/Finisher	\$1,750.00
Punch	\$496.00
Surge Protector	\$141.00
<b>Total</b>	<b>\$8,205.00</b>

Maintenance: \$0.0059/page

### Adult Court Services

Canon Advance ir 6555i copier	\$5,818.00
Surge Protector	\$141.00
<b>Total</b>	<b>\$5,959.00</b>

Maintenance: \$0.0059/page

Purchasing is seeking permission to dispose of their existing copiers by trade. Image Technologies will haul off and recycle at the time they install the new copiers. The hard drives will be removed and left with our Information Technology department.

Canon IR5050, Asset Tag 16729  
Canon IR3045 Asset Tag 16370

cc: Contract File / Diana Vaughan, Court Administration

**PURCHASE AGREEMENT FOR  
PHOTOCOPIERS AND MAINTENANCE  
(2) for Court Administration – Judge’s Office (front) and Adult Court Services**

**THIS AGREEMENT** dated the 23<sup>rd</sup> day of March 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Marco Technologies, LLC**, 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 a Term and Supply contract for **two (2) Photocopier(s) with Maintenance** in compliance with State of Missouri contract **C215080007, Marco Technologies, LLC** quotes, Boone County Missouri Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. 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 and with State of Missouri contract **C215080007** may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor’s quote response(s).

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

Court Administration – Front Judge’s Office – Boone County Courthouse, Attn: Diana Vaughan, 705 E. Walnut Street, Columbia, MO 65201.

**Quantity: One (1) each**

**Copier:** Canon Advance IR-6555i, black and white, Network Printer / Digital Copier / Network Scanner

Canon Advance ir 6555i copier	\$5,818.00
Stapler / Finisher	\$1,750.00
Punch	\$496.00
Surge Protector	\$141.00
<b>TOTAL</b>	<b>\$8,205.00</b>

New Photocopier includes the following:

- 55 ppm Black/White
- 100 Sheet Bypass Tray
- (2) 500 Sheet Paper Trays
- (2) 1,500 Sheet Paper Trays
- 100 Sheet Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Stapling Finisher
- Punch
- Scan to E-Mail / Network Folder

Pricing includes delivery, installation, connectivity, initial training, initial supplies, and on-going training and support.

**Maintenance:** shall be provided for the copier as follows:

- **Zero base; all prints billed at \$0.0059 per copy**
- Includes all parts, labor, mileage, drums, toner, and developer. Excludes paper and staples.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin on January 1. Rates may not increase above a 5% increase from the previous year rate.

Court Administration – Adult Court Services – Boone County Courthouse, Attn: Diana Vaughan, 705 E. Walnut Street, Columbia, MO 65201.

**Quantity: One (1) each**

**Copier:** Canon Advance IR-6555i, black and white, Network Printer / Digital Copier / Network Scanner

Canon ir 6555i copier	\$5,818.00
Surge Protector	\$141.00
<b>TOTAL</b>	<b>\$5,959.00</b>

New Photocopier includes the following:

- 55 ppm Black/White
- 100 Sheet Bypass Tray
- (2) 500 Sheet Paper Trays
- (2) 1,500 Sheet Paper Trays
- 150 Sheet Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Scan to E-Mail / Network Folder

Pricing includes delivery, installation, connectivity, initial training, initial supplies, and on-going training and support.

**Maintenance:** shall be provided for the copier as follows:

- **Zero base; all prints billed at \$0.0059 per copy**
- Includes all parts, labor, mileage, drums, toner, and developer. Excludes paper and staples.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin on January 1. Rates may not increase above a 5% increase from the previous year rate.

**Delivery and Installation:** Contractor agrees to deliver, setup, connect and provide training of copiers within 10 days after receipt of Purchase Order.

Contractor shall remove the Court Administration – Front Judge’s Office (\$0.00 value, asset tag **16729**, serial # CHE09792) and Court Administration – Adult Court Services (\$0.00 value, asset tag **16370**, serial # MUY03578 / C10026303) the same day the new copiers are installed and shall recycle equipment. Contractor agrees to remove the hard drives of the trade-in copiers and leave with the Boone County Information Technology department.

Contractor’s on-site maintenance for copiers shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor’s responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

3. **Billing and Payment** - Billing shall be invoiced to Court Administration, Attn: Diana Vaughan, 705 E. Walnut Street, Columbia, MO 65201. Billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor’s quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
4. **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.
5. **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.
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 if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.



## STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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

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

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide

that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

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

**DOCUMENT SYSTEM RECOMMENDATION**

ITEM	DESCRIPTION	QUANTITY
Canon	Canon Advance ir Advance 6555i copier, stapler finisher, punch, 2- 500 sheet paper tray, 2 -1500 sheet paper trays, <del>fax</del> and surge protector.	1

*Judge*

**Specifications**

- 55 Black and White Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 500 Sheet Paper Trays
- (2) 1500 sheet paper trays
- 100 Sheet Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Stapling Finisher
- Punch
- ~~fax~~
- Scan to E-Mail/Network Folder

**PURCHASE PLAN/ State Contract # 21508007 NASPO/ Pricing**

▪ Canon Advance ir advance 6555i copier-----	\$ 5,818.00
▪ Stapler/Finisher -----	\$ 1,750.00
▪ <del>Fax</del> -----	\$ <del>467.00</del> <i>O.P.</i>
▪ Punch -----	\$ 496.00
▪ Surge Protector -----	\$ 141.00
▪ <b>Purchase Payment</b> -----	<b>\$8,672.00</b>
	<i>8,205.00</i>

**DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING**

Delivery, Installation, Initial Supplies & Initial Training.....Included

**SERVICE AND SUPPLIES**

The service and supply contract includes all parts, labor, mileage, drums, toner, and developer—except paper and staples.

**SERVICE & SUPPLIES**

- Zero base all prints billed at .0059 per month

Customers may also choose to purchase an Advanced Copier/Printer Support Agreement and future onsite/phone service.

Accepted by: *Mary Egan* Date: *3/1/18*

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

ITEM	DESCRIPTION	QUANTITY
Canon	CANON ADVANCE IR-6555i B&W 55 PPM COPIER, 4 paper trays, copy, print and scan large document feeder	1

ACS

**Specifications for Adult Court Services**

- 55 Black and White Pages Per Minute
- 100 Sheet Bypass Tray
- (2)- 500 Sheet Paper Tray
- (2) 1500 sheet paper trays
- 150 Sheet Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder

**PURCHASE PLAN/ State Contract NASPO**

- Canon ir 6555i copier ----- \$ 5,818.00
- Surge protector ----- \$ 141.00
- Purchase Payment with Discount Applied-- ----- \$ 5,959.00

**DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING**

Delivery, Installation, Initial Supplies & Initial Training.....Included

**SERVICE AND SUPPLIES**

The service and supply contract includes all parts, labor, mileage, drums, toner, and developer—except paper and staples.

**SERVICE & SUPPLIES**

Zero base at .0059 per copy

Customers may also choose to purchase an Advanced Copier/Printer Support Agreement and future onsite/phone service. \$ 10.00 per month for 5 machines same contract.

*The above pricing does not include applicable sales tax.  
Prices quoted are subject to change and should be verified before placing your order.*

Accepted by: Mary Egan Date: 3/1/18

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING**

**NOTIFICATION OF STATEWIDE CONTRACT**

February 7, 2018

**CONTRACT TITLE:** NASPO VaulePoint Copiers, Printers, and Related Devices

**CURRENT CONTRACT PERIOD:** October 2, 2015 through December 31, 2019

**BUYER INFORMATION:** PAUL LINHARDT  
573-751-4578 Phone  
573-526-9816 Fax  
[paul.linhardt@oa.mo.gov](mailto:paul.linhardt@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	October 2, 2015 through December 31, 2019	December 31, 2019

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR THE PURCHASE AND LEASE OF COPIER-BASED  
MULTIFUNCTION EQUIPMENT FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

*~ Instructions for use of the contract, specifications, and requirements are attached ~*

CANON USA INFORMATION			
CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080001	1325617720 A	Canon USA Inc. 1 Canon Park Melville, NY 11747  <b>Contact Person:</b> Bob Ackerson Telephone: 631-330-2613 Email: <a href="mailto:BAckerson@CUSA.Canon.com">BAckerson@CUSA.Canon.com</a>	YES

C215080002	2230568220 0	<p>Canon Financial Services 14904 Collections Center Drive Chicago, IL 60693</p> <p><b>Contact Person: Government Account Team</b> Telephone: 800-220-9510 Facsimile: 856-505-5399 Email: <a href="mailto:governmentaccounts@cfs.canon.com">governmentaccounts@cfs.canon.com</a></p>	YES
C215080003	4315804990 0 / MB00102283	<p>Americom Imaging Systems Inc. 100 Green Park Ind. Court Saint Louis, MO 63123</p> <p><b>Contact Person: Tony Frierdicoh</b> Telephone: 314-894-1154 Facsimile: 314-894-2098 Email: <a href="mailto:TonyF@AmericomIS.com">TonyF@AmericomIS.com</a></p>	YES
C215080001	1325617720 A	<p>Canon Solutions America 6 City Place Drive Creve Couer, MO 63141</p> <p><b>Contact Person: Tim Mercer</b> Telephone: 800-814-4000 Facsimile: Email: <a href="mailto:TMercer@CSA.Canon.com">TMercer@CSA.Canon.com</a></p>	YES
C215080005	4313327700 D / MB00104185	<p>Sumner Group Inc. – Datamax Office Systems 2121 Hampton Ave Saint Louis, MO 63139</p> <p><b>Contact Information:</b> Irene Werdehausen – Image Technologies 6701 Stephens Station Rd Columbia, MO 65202 Telephone: 573-499-5335 Email: <a href="mailto:IWerdehausen@ImageTechMO.com">IWerdehausen@ImageTechMO.com</a></p>	YES
C215080006	7312474500 0 / MB00091829	<p>Lakeland Office Systems, Inc. 2926 W 12<sup>th</sup> Joplin, MO 64801</p> <p>Contact Person: David Tyson Telephone: 504-837-4993 Facsimile: Email: <a href="mailto:DTyson@LakeLandOffice.com">DTyson@LakeLandOffice.com</a></p>	YES
C215080007	4109917210 0 / MB00097629	<p>Marco Technologies, LLC 211 Metro Dr. Jefferson City, MO 65109</p> <p><b>Contact Person: Ryan Birk</b> Telephone: 573-644-6978 Email: <a href="mailto:ryan.birk@marconet.com">ryan.birk@marconet.com</a></p>	YES

C215080008	4402957400 0 / MB00102279	Inland Printing Company 637 W College Street Springfield, MO 65806  <b>Contact Person:</b> Eddie Lee Telephone: 417-896-6484 Facsimile: 417-869-6164 Email: <a href="mailto:ELee@InlandPrinting.net">ELee@InlandPrinting.net</a>	YES
C215080009	4309562920 0 / MB00102361	Mineral Area Office Supply 331 West Main Street Park Hills, MO 63601  <b>Contact Person:</b> Ken Yow Telephone: 573-431-4777 Facsimile: 573- Email: <a href="mailto:JohnYow@MAOS.com">JohnYow@MAOS.com</a>	YES
C215080013	4313327700 E / MB00104185	Sumner Group – Datamax of Kansas City 8030 Flint Street Lenexa, KS 66214  Contact Person: Chris Guance Telephone: 913-752-2200 Facsimile: 913-599-0913 Email: <a href="mailto:CGuance@DatamaxKC.com">CGuance@DatamaxKC.com</a>	YES
C215080034	9001170050 0	All Copy Products, LLC 9120 Nieman Road Overland Park, KS 66214  <b>Contact Person:</b> Troy Baranek Telephone: 913-712-0304 Facsimile: Email: <a href="mailto:TBaranek@AllCopyProducts.com">TBaranek@AllCopyProducts.com</a>	YES
C215080001	1325617720 A	Canon Solutions America 7300 W 110 <sup>th</sup> Street, Ste 100 Overland Park, KS 66210  <b>Contact Person:</b> Tim Mercer Telephone: 913-323-5060 Facsimile: Email: <a href="mailto:TMercer@CSA.Canon.com">TMercer@CSA.Canon.com</a>	YES
C215080039	4812100380 0 / MB00091111	Midwest Office Technology, Inc. 11316 W 80 <sup>th</sup> Street Lenexa, KS 66214  <b>Contact Person:</b> Mike Hobbs Telephone: 913-894-9600 Facsimile: Email: <a href="mailto:Mike.Hobbs@MOTSolutions.com">Mike.Hobbs@MOTSolutions.com</a>	YES
C215080041	4317289440 1 / MB00099650	COBI, Inc. 1558 State Highway H	YES

		Sikeston, MO 63801 <b>Contact Person:</b> Richard Looney Telephone: 573-472-2422 Facsimile: 573-472-1293 Email: <a href="mailto:Richard@Sheffersofbm.com">Richard@Sheffersofbm.com</a>	
C215080042	4530289120 0 / MB00095487	ImageNet Consulting, LLC 913 N Broadway Ave Oklahoma City, OK 73102  Contact Person: David North Telephone: 405-826-7170 Facsimile: Email: <a href="mailto:dnorth@imagenetconsulting.com">dnorth@imagenetconsulting.com</a>	YES

## KONICA MINOLTA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080010	1319210890 0 / MB00013963	Konica Minolta Business Solutions USA, Inc. 1595 Springhill Road, Suite 410 Vienna, VA 22182  <b>MID-MISSOURI SUPPORT CONTACT:</b> <b>Contact Person:</b> Aaron Ott Telephone: 314-960-2884 Email: <a href="mailto:AOTT@KMBS.KonicaMinolta.us">AOTT@KMBS.KonicaMinolta.us</a>	YES
C215080011	4807768410 0 / MB00102284	Copy Products, Inc. 2103 West Vista Street Springfield, MO 65807  <b>Contact Person:</b> Eric Crane Telephone: 417-889-5665 Facsimile: 417-889-7712 Email: <a href="mailto:ECrane@CopyProductsinc.net">ECrane@CopyProductsinc.net</a>	YES
C215080012	4318864600 0	Document and Network Technologies, Inc. 2275 Cassens Court, #112 Fenton, MO 63026  <b>Contact Person:</b> David Wilson Telephone: 314-773-6000 Facsimile: 314-771-6334 Email: <a href="mailto:DWilson@DNTStL.com">DWilson@DNTStL.com</a>	YES
C215080013	4313327700 E / MB00104185	Sumner Group – Datamax of Kansas City 8030 Flint Street Lenexa, KS 66214  Contact Person: Chris Guance Telephone: 913-752-2200 Facsimile: 913-599-0913 Email: <a href="mailto:CGuance@DatamaxKC.com">CGuance@DatamaxKC.com</a>	YES

C215080007	4109917210 0 / MB00097629	Marco Technologies, LLC 211 Metro Dr. Jefferson City, MO 65109  <b>Contact Person:</b> Ryan Birk Telephone: 573-644-6978 Email: <a href="mailto:ryan.birk@marconet.com">ryan.birk@marconet.com</a>	YES
C215080014	6217625830 1 / MB00089983	Novacopy, Inc. d.b.a Shelton Business Machines, Inc. 23409 County Road 112 Maiden, MO 63863  <b>Contact Person:</b> Darren Metz Telephone: 573-276-4803 Facsimile: 573-276-3194 Email: <a href="mailto:DMetz@NovaCopy.net">DMetz@NovaCopy.net</a>	YES
C215080016	5272541040 0 / MB00092739	Pearson-Kelly Office Products, LLC 2013 W. Woodland Street Springfield, MO 65807  Contact Person: Mike Kelly Telephone: 417-877-0003 Facsimile: 417-877-8678 Email: <a href="mailto:Mike@PearsonKelly.com">Mike@PearsonKelly.com</a>	YES
C215080017	4313327700 2 / MB00104754	Copying Concepts 2121 Hampton Ave Saint Louis, MO 63139  <b>Contact Person:</b> Kevin Laury Telephone: 314-633-2000 Facsimile: 314-633-2004 Email: <a href="mailto:KLaury@CopyCon.com">KLaury@CopyCon.com</a>	YES
C215080034	9001170050 0	All Copy Products, LLC 9120 Nieman Road Overland Park, KS 66214  <b>Contact Person:</b> Troy Baranek Telephone: 913-712-0304 Facsimile: Email: <a href="mailto:TBaranek@AllCopyProducts.com">TBaranek@AllCopyProducts.com</a>	YES

## RICOH USA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080018	2303344000 4	Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355  <b>Contact Person:</b> Travis Massman Telephone: 573-353-2559	YES

		Facsimile: 573-446-4777 Email: <a href="mailto:Travis.Massman@Ricoh-USA.com">Travis.Massman@Ricoh-USA.com</a>	
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<b>SHARP ELECTRONICS INFORMATION</b>			
<b>CONTRACT NUMBER</b>	<b>VENDOR NUMBER</b>	<b>CONTRACTOR DESCRIPTION</b>	<b>COOP PROCUREMENT</b>
C215080019	1319688720 0	Sharp Electronics Corporation 1 Sharp Plaza, Suite 1 Mahwah, NJ 07495  <b>Contact Person:</b> Matt Euston Telephone: 816-588-1962 Facsimile: 480-890-8167 Email: <a href="mailto:EustonM@SharpSEC.com">EustonM@SharpSEC.com</a>	YES
C215080045	4319098570 0 / MB00119323	Gibbs Technology Leasing 3236 W. Edgewood, Suite A Jefferson City, MO 65109  <b>Contact Information:</b> Corey Backues 3236 W Edgewood Rd, Ste. A Jefferson City, MO 65109 Office Telephone: 573-659-8914 Facsimile: 573-659-7824 Email: <a href="mailto:cbackues@gfidigital.com">cbackues@gfidigital.com</a>	YES

<b>TOSHIBA AMERICA INFORMATION</b>			
<b>CONTRACT NUMBER</b>	<b>VENDOR NUMBER</b>	<b>CONTRACTOR DESCRIPTION</b>	<b>COOP PROCUREMENT</b>
C215080020		Toshiba America Business Solutions, Inc. 9740 Irvine Boulevard Irvine, CA 92618  <b>Contact Person:</b> Paul Cox Telephone: 314-409-2641 Email: <a href="mailto:Paul.Cox@tabs.Toshiba.com">Paul.Cox@tabs.Toshiba.com</a>	YES
C215080026		Toshiba Business Solutions 2732 NE Independence Ave Lee Summit, MO 64064  <b>Contact Person:</b> Mike Pursel Telephone: 816-842-4931 Facsimile: 816-842-0660 Email: <a href="mailto:michael.pursel@tbs.toshiba.com">michael.pursel@tbs.toshiba.com</a>	YES
C215080011	4807768410 0 / MB00102284	Copy Products, Inc. 2103 West Vista Street Springfield, MO 65807	YES

		<p><b>Contact Person:</b> Erik Crane  Telephone: 417-889-5665  Facsimile: 417-889-7712  Email: <a href="mailto:ECrane@CopyProductsinc.net">ECrane@CopyProductsinc.net</a></p>	
C215080022	4307379420 0 / MB00108217	<p>Da-Com Corporation  5317 Knights of Columbus Drive  Saint Louis, MO 63119</p> <p><b>Contact Person:</b> Scott Shanafelt  Telephone: 314-442-2800  Facsimile: 314-442-2878  Email: <a href="mailto:SShanafelt@Da-ComCorp.com">SShanafelt@Da-ComCorp.com</a></p>	YES
CONTRACT COMING SOON		<p>Document and Network Tech Inc.  2275 Cassens Court, Suite 112  Fenton, MO 63026</p> <p><b>Contact Person:</b> Chris Albert  Telephone: 314-773-6000  Facsimile: 314-771-6344  Email: <a href="mailto:CALbert@DNTStL.com">CALbert@DNTStL.com</a></p>	YES
C215080025	4317289440 1 / MB00099650	<p>COBI, Inc.  d.b.a Scheffer's Office Furniture and Business Machines  1558 State Highway H  Sikeston, MO 63801</p> <p><b>Contact Person:</b> Richard Looney  Telephone: 573-472-2422  Facsimile: 573-472-1293  Email: <a href="mailto:Richard@Scheffersofbm.com">Richard@Scheffersofbm.com</a></p>	YES
C215080024	4316729660 1 / MB00094143	<p>Pro-Tech Company, Inc.  2411 East Illinois  Kirksville, MO 63501</p> <p>Contact Person: Steve Tharp  Telephone: 660-665-3171  Facsimile: 660-665-3521  Email: <a href="mailto:Steve@ProTechCo.com">Steve@ProTechCo.com</a></p>	YES
C215080007	4109917210 0 / MB00097629	<p>Marco Technologies, LLC  211 Metro Dr.  Jefferson City, MO 65109</p> <p><b>Contact Person:</b> Ryan Birk  Telephone: 573-644-6978  Email: <a href="mailto:ryan.birk@marconet.com">ryan.birk@marconet.com</a></p>	YES

## XEROX CORPORATION INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080033	1604680200 T / MB00097627	Xerox Corporation 100 Clinton Avenue Rochester, NY 14644  <b>Contact Person:</b> Todd Vodnansky Office Telephone: 314-542-8419 Cellular: 314-705-6106 Facsimile: 314-542-8456 Email: <a href="mailto:Todd.Vodnansky@Xerox.com">Todd.Vodnansky@Xerox.com</a>	YES

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
6/19/17 – 12/31/19	1/17/18	<ul style="list-style-type: none"> <li>• <b>Marco contact information changed</b></li> </ul>
6/19/17 – 12/31/19	9/28/17	<ul style="list-style-type: none"> <li>• Contact Email Address for C215080041 corrected</li> </ul>
6/19/17 – 12/31/19	9/19/17	<ul style="list-style-type: none"> <li>• COBI, Inc. contract # added</li> <li>• Da-Com Saint Louis contract added</li> </ul>
6/19/17 – 12/31/19	7/24/17	<ul style="list-style-type: none"> <li>• GFI Digital move under Sharp as an authorized dealer</li> <li>• Image Technologies (Mid-MO) contact information added</li> <li>• Manufacturer website URLs updated</li> </ul>
6/19/17 – 12/31/19	6/19/17	Contract established with GFI Digital C215080044
10/02/09 – 12/31/19	04/24/17	<ul style="list-style-type: none"> <li>• Canon Solutions America – Creve Coeur and Overland Park updated.</li> </ul> <p><b>NOTE:</b> For these locations – Use same contract # as Canon parent company as these are just branch offices rather than independent authorized dealers.</p> <ul style="list-style-type: none"> <li>• Marco contact information updated.</li> </ul>
10/02/09 – 12/31/19	01/31/17	Toshiba authorized dealer added- Pro-Tech Co., Copy Concepts information added
10/02/09 – 12/31/19	01/12/17	Toshiba manufacturer contract added; Time and Materials maintenance noted in paragraph 8.5
10/02/09 – 12/31/19	10/24/16	Konica Minolta contact changed for mid-Missouri support
10/02/09 – 12/31/19	09/29/16	Konica Minolta contact changed for mid-Missouri support
10/02/09 – 12/31/19	08/30/16	1.6 updated; 2.1 updated; 6.2 Manufacturer websites updated
10/02/09 – 12/31/19	08/02/16	Marco address updated
10/02/09 – 12/31/19	06/2/16	Section 4.2 removed - regarding payment in arrears only. State agencies must make payment pursuant to rules, regulations, and statute.
10/02/09 – 12/31/19	04/28/16	C215080007 was assigned from Data Comm to Marco Technologies
10/02/09 – 12/31/19	04/13/16	Canon Authorized Dealer contract added (Mineral Area Office Supply)
10/02/09 – 12/31/19	04/13/16	Canon Authorized Dealer contract added (Americom)
10/02/09 – 12/31/19	04/05/16	Canon and Konica Authorized Dealer contract added
10/02/09 – 12/31/19	03/04/16	Canon Authorized Dealer contract added
10/02/09 – 12/31/19	02/18/16	Contact for Canon USA changed; Canon website added; Ricoh website link updated
10/02/09 – 12/31/19	12/28/15	Authorized dealer contracts established for Canon.
10/02/09 – 12/31/19	12/18/15	Authorized dealer contracts established for Konica Minolta and Canon.
10/02/09 – 12/31/19	12/16/15	Authorized dealer contracts established for Konica Minolta and Canon.
10/02/09 – 12/31/19	12/8/15	Contract established with Canon. Authorized dealer contracts established for Konica Minolta and Canon.
10/02/09 – 12/31/19	10/07/15	Contracts established with Konica Minolta, Ricoh, Sharp, and Xerox. Contracts with Canon, Toshiba, and contracts for authorized dealers coming soon.

**GENERAL INFORMATION AND REQUIREMENTS**

**1. BACKGROUND:**

- 1.1 These cooperative contracts provide for the outright purchase and lease and maintenance of copier-based multifunctional equipment and accessories through December 31, 2019. Copier-based multifunctional equipment acquired via lease will be renewed based upon the applicable term selected by the ordering agency pursuant to the NASPO ValuePoint contract and Participating Addendum with each manufacturer.
- 1.2 Contract pricing is based on a discount off of the Manufacturer Suggested Retail Price (MSRP). Additional information is available at the NASPO ValuePoint copier contract website:  
<http://naspovaluepoint.org/#/contract-details/56/overview/general>
- 1.3 This NASPO ValuePoint contract includes five groupings of devices as well as software bundles that enable and enhance the multifunction capabilities of the devices. The groupings are:

Group A – Convenience Copiers (B&W and Color/B&W)
Group B – Production Copiers (B&W and Color/B&W)
Group C – Wide Format Devices (B&W and Color/B&W)
Group D – Printers (B&W and Color/B&W)
Group E – Digital Duplicators
Group F – Scanners

- 1.4 The following tables show what manufacturers have been awarded contracts to sell which groups:

<b>Awards by Category</b>					
<b><u>Group A</u></b> <b>Convenience Copiers</b>	<b><u>Group B</u></b> <b>Production Copiers</b>	<b><u>Group C</u></b> <b>Wide Format</b>	<b><u>Group D</u></b> <b>Printers</b>	<b><u>Group E</u></b> <b>Digital Duplicators</b>	<b><u>Group F</u></b> <b>Scanners</b>
Canon USA Konica Minolta Ricoh USA Sharp Toshiba Xerox	Canon USA Konica Minolta Ricoh USA Sharp Xerox	Canon USA Ricoh USA	Canon USA Hewlett Packard Konica Minolta Ricoh USA Xerox	Ricoh USA	Canon USA

<b>Awards by Vendor</b>						
<b>Canon USA</b>	<b>Hewlett Packard</b>	<b>Konica Minolta</b>	<b>Ricoh</b>	<b>Sharp</b>	<b>Toshiba</b>	<b>Xerox</b>
Group A Group B Group C Group D Group F	Group D	Group A Group B Group D	Group A Group B Group C Group D Group E	Group A Group B	Group A	Group A Group B Group D

- 1.5 STATE AGENCIES GOVERNED BY CHAPTER 34 RSMO ARE SPECIFICALLY PROHIBITED FROM ACQUIRE PRINTERS (GROUP D) THROUGH THIS AGREEMENT UNLESS SPECIFICALLY AUTHORIZED BY THE DIRECTOR OF THE DIVISION OF PURCHASING.
- 1.6 Copiers acquired under previous state of Missouri contracts should be maintained under either one of these NASPO ValuePoint contracts or through the Specialty Underwriters' contract, C213007001.
- 1.7 Segment: The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E:

<b>Group A – Convenience Copiers Includes B&amp;W and Color/B&amp;W</b>		
<b>Segment</b>	<b>Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
A2	20 – 30	NO
A3	31 - 40	NO
A4	41 - 69	YES – If over 60 IPM
A5	70 - 90	YES

<b>Group B – Production Copiers Includes B&amp;W and Color/B&amp;W</b>		
<b>Segment</b>	<b>Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
B6	91 - 119	YES
B7	120 - 139	YES
B8	140 - 159	YES
B9	160+	YES

<b>Group C – Wide Format Devices Includes B&amp;W and Color/B&amp;W</b>			
<b>Segment</b>	<b>Speed in Square Feet Monthly (SFM)</b>	<b>D Size a Minute</b>	<b>State Printing Approval Required</b>
C1	100 – 119	4+	YES
C2	120 – 139	9+	YES
C3	140 – 159	20+	YES

<b>Group D – Printers Includes B&amp;W and Color/B&amp;W</b>	
<b>Segment</b>	<b>Color Speed in Impressions Per Minute (IPM)</b>
D1	Up to 20
D2	21 - 40
D3	41 – 60

<b>Group F – Scanners</b>	
<b>Segment</b>	<b>Speed in Images Per Minute (IPM)</b>
F0	30 - 49
F1	50 - 59
F2	60 - 69
F3	70 - 79
F4	80 - 89
F5	90+

## 2. STATE AGENCY USAGE REQUIREMENTS:

State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:

- 2.1 **Quotations:** State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract. **The manufacturer websites below (6.2) contain device and pricing information agencies may find useful. It is advisable to directly contact a contractor directly (via email or phone) in order to ensure the best possible pricing quotation. Please note that contract pricing is based on a discount off of MSRP, but contractor may further reduce their prices if they choose to do so.**
- 2.2 Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed equal to or greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from Rodney Vessell (Rodney.Vessell@oa.mo.gov) of OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.
- 2.3 Trade-Ins: State agencies must obtain OA Surplus Property's approval before trading in a copier.
- 2.4 Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive.
- 2.5 Orders and Invoicing: When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
- 2.6 Financing Options: State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must NOT enter into capital leases.

## 3. ORDERING:

- 3.1 Contractors must quote leasing and rental rates for Fair Market Value Leases, Operational Leases, Non-Cancelable Rentals, and Cancelable Rentals. State agencies must NOT enter into capital leases.
- 3.2 Agencies may use either PGQ or SC for placing orders from this contract. The following information needs to be included on purchase orders submitted for maintenance so the contractor can bill and collect meter readings correctly.

State of MO Contract number

NASPO ValuePoint Contract number (#3091)

Contractor Vendor Number

Copier make

Copier model

Manufacturer Equipment ID Number or the Manufacturer Ser No

Time Period the PO covers (For example: July 1, 2013 thru June 30, 2014)

Quantity

Monthly payment and monthly copy allowance

Bill to Address

Ship to address.....Copier address location, i.e., Dept and/or Div, Street Address, Room No., City, State, Zip

Key Operator name for meter readings

Key Operator fax number

Key Operator phone number

- 3.3 This information will allow the contractor to set the copier up properly in the system to bill the correct amount to the correct address, inform the service tech of the location of the machine when service is needed, and give the contractor ample information to collect the monthly meter reading.
- 3.4 Owned Equipment Trade-In: Contractors may allow for state agencies to trade-in owned copier equipment as part of a new copier agreement under this contract, according to state regulations and laws. The value for the trade-in

will be negotiated by the contractor and state agency at the time of the transaction and may not include any disposal or shipping fees.

- a. Moves, equipment pickups and equipment trade-ins must be accomplished within 30 days of the request.
- b. State agencies must obtain OA Surplus Property’s approval before trading in a copier.

3.5 New orders for equipment must be installed by the contractor within 30 calendar days of order placement. Excess installation time may be afforded by the state agency. Software related to the equipment must be installed within five working days of the equipment installation unless the state agency extends this time.

3.6 When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)

**4. PAYMENT:**

4.1 The contractors will invoice the state agency directly with that state agency paying the vendor or their authorized dealers directly.

**5. INSTALLATION:**

5.1 Pricing must include all in-house delivery of equipment and software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs and removal cost (of the equipment placed under any subsequent agreement).

5.2 Network installation shall include: configuration of the copier for the proper network protocols; and installation of the appropriate print drivers on up to five computers per unit ordered.

5.3 Contractors may charge for excessive installation requirements including rigging, excessive access alterations and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the state agency prior to the signature of any lease, rental or purchase agreement and the resulting charge may not exceed this quote; but shall be based on the actual expenditures by the contractor.

**6. CONTRACT INFORMATION:**

6.1 Pricing for this NASPO ValuePoint contract is expressed as a discount from Manufacturer’s Suggested Retail Price (MSRP). Discounts from list may be increased during the term of the contract by the contractors. At no time during the contract period may the discount be reduced.

6.2 Dedicated Contract Website: Contractors must maintain a contract website for the State of Missouri. Below is a link to the dedicated contract websites for each manufacturer:

Canon USA	<a href="http://naspo.usa.canon.com/missouri/index.html">http://naspo.usa.canon.com/missouri/index.html</a>
Konica Minolta	<a href="http://kmbs.konicaminolta.us/kmbs/microsites/naspo3091/detail/missouri">http://kmbs.konicaminolta.us/kmbs/microsites/naspo3091/detail/missouri</a>
Ricoh USA	<a href="http://www2.ricoh-usa.com/rmap/wsca/stateofmo.aspx">http://www2.ricoh-usa.com/rmap/wsca/stateofmo.aspx</a>
Sharp Electronics	<a href="http://www.sharpgov.com/naspo/Home/tabid/2505/Default.aspx">http://www.sharpgov.com/naspo/Home/tabid/2505/Default.aspx</a>
Toshiba America	Coming Soon

Xerox	<a href="https://www.portal.xerox.com/is-bin/INTERSHOP.enfinity/WFS/Xerox-WSCA-Site/en_US/-/USD/SSO-Start?CustomerLocale=en_US&amp;LoginForm_OrganizationCode=MO_NASPO&amp;LoginEmail=naspo.missouri%40xerox.com&amp;LoginForm_Login=naspo.missouri%40xerox.com&amp;RequestName=GuestLogin&amp;Vanity=">https://www.portal.xerox.com/is-bin/INTERSHOP.enfinity/WFS/Xerox-WSCA-Site/en_US/-/USD/SSO-Start?CustomerLocale=en_US&amp;LoginForm_OrganizationCode=MO_NASPO&amp;LoginEmail=naspo.missouri%40xerox.com&amp;LoginForm_Login=naspo.missouri%40xerox.com&amp;RequestName=GuestLogin&amp;Vanity=</a>
Hewlett Packard	<a href="http://h30102.www3.hp.com/gemstore/sites/NASPOvaluepoint/index.asp?jumpid=va_r3962_NASPOvaluepointmainsite/b2bvanity">http://h30102.www3.hp.com/gemstore/sites/NASPOvaluepoint/index.asp?jumpid=va_r3962_NASPOvaluepointmainsite/b2bvanity</a>

- 6.3 **Survivability:** Placements made using the authority provided by this contract will survive the contract itself. Those state agencies purchasing, renting or leasing the equipment will continue to receive ongoing service from the contractor at the agreed upon contract rate through the term of their placement contract agreement. The contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.
- a. Those state agencies purchasing equipment will receive ongoing service from the contractor at the agreed upon contract rate until the expiration of the service contract. Upon the contract termination, state agencies and contractors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the State agency will reserve the right to terminate these placements with 30 days written notice and without termination penalties.
- 6.4 **Termination for Non-appropriation:** The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, state legislature and/or federal sources. The state agency may terminate any financial obligation, and contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the state agencies funding from local, state and/or federal sources is not appropriated, withdrawn or limited.
- 6.5 **End of Term Notification:** Contractors must notify a State agency, in writing, 90 days prior to the end of any financing term or service and supplies term. Contractors must also inform the state agency of the options available to them as provided for in any resulting contract.
- 6.6 **Warranty:** Equipment must carry a minimum 90 day warranty that it is free from defects in material and workmanship. If defects are identified, the contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the state agency. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the buyer of record.
- 6.7 **Lemon Clause:** This clause applies to all devices purchased or leased through this contract. The application period is 36 months from the date of installation. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, agencies must maintain an uninterrupted maintenance agreement with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. Any device that fails (except due to operator error) to operate in accordance with the manufacturer's published performance specifications four times in any four week period and/or is subject to recurring related problems shall be replaced with a new copier that meets the requirements of the same lot as the original copier, at no cost to the user. The Participating State Contract Administrator will review user requests for the application of this clause and will make a determination regarding its use. If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, Contractor must provide Customer with the device's "Useful Life". Failure to comply with the requirements of this clause may be grounds for default and contract cancellation by the Lead State Contract Administrator.
- 6.8 **End of Term Notification:** The contractor must notify a state agency, in writing, 90 days prior to the end of any financing term or service and supplies term. Contractors must also inform the state agency of the options available to them as provided for in any resulting contract.

**7. LEASES:**

- 7.1 Fair Market Value Lease: The customer may purchase the device at the end of the term at the then Fair Market Value. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
- 7.2 Operational Lease: Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered.
- 7.3 Non-Cancelable Rental: The customer may not purchase the device at the end of the initial, or any subsequent renewal term. All non-cancelable rentals shall not have a buyout to own option and all Customers will be remitting payment for the usage of the device only. Such rentals shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the Customer. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
- 7.4 All leases may be bought out to return to the contractors, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four month service and supply base or 25% of the remaining term, whichever is less. No termination charges shall be applicable in the case of non-appropriations of funds.
- 7.5 The contractors, under this RFP and subsequent contract, may assign the leases produced under this contract; but the obligations, terms and conditions may not be altered and shall remain with the contractor.
- 7.6 State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must NOT enter into capital leases.

**8. MAINTENANCE:**

- 8.1 Contractors must perform full service support for all proposed copiers during normal business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. not including state holidays) within the pricing proposed.
- 8.2 Contractors must maintain the following service response times according to the following service zones and segments, unless otherwise allowed by the buyer of record:

<b>Urban Response Time</b>	<b>Rural Response Time</b>	<b>Remote Response Time</b>
4 Hours	1 Working Day	4 Working Days

- a. Service Zone: The following table provides the definitions for three separate service zones based on the distance from the contractor’s closest Service Base Location.

<b>Service Zone</b>	<b>Definition</b>
<b>Urban</b>	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.
<b>Rural</b>	Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.
<b>Remote</b>	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.

- 8.3 Equipment Inspection/Testing/Acceptance: A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

The process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance of the WSCANASPO Master Agreement Terms and Conditions, prior to Acceptance by the Purchasing Entity.

- 8.4 No contract term for service, supplies, lease payments or rental payments may begin prior to successful delivery, installation and acceptance of the ordered equipment by the State agency. As such, no valid invoice may be issued by the Successful Vendor prior to the acceptance by the State agency.
- 8.5 **Should an agency desire time and materials maintenance, the agency should contact a manufacturer/dealer for details and rates.**

## 9. **CANCELLATION:**

- 9.1 All Cancelable rentals may be canceled upon 30 days written notice to the contractors at any point during the lease or rental term. The contractors may assess a penalty of no more than four monthly lease/rental payments that are not to include service or supply base commitments for the cancelation of a cancelable rental. Such cancelation will be subject to review and approval by the buyer of record.

## 10. **INVOICING REQUIREMENTS:**

- 10.1 All invoices must bear the state's contract number, and reference the model number, serial number, copy usage, unit and extended price, billing period, and agency name and location.
- 10.2 The state agencies shall commit in advance to the monthly minimums specified on the Pricing Pages, thus creating a minimum monthly payment amount. If the state agency's usage exceeds their monthly minimum copy allowance, the contractor shall bill the state agency for their monthly minimum copy allowance price including the cost per copy pricing for each copy which exceeds their monthly minimum copy allowance.
- 10.3 There shall be no more than one billing per calendar month and bills for more or less than 30 days shall have the monthly copy allowance prorated. Any given calendar day shall only be billed 1 time. Contractors may use longer billing cycles, such as 60 or 90 days, but the monthly copy allowance and actual usage must be prorated accordingly.
- 10.4 The contractor shall provide each agency with meter cards for each copier as necessary. Agencies shall complete the cards and mail per instructions provided by the contractor.







**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Marco, Inc. Marco Holdings, LLC Marco Technologies LLC 4510 Heatherwood Road St Cloud MN 56301	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Property Policy includes \$750,000 Transit Limit/ \$10,000 Deductible.  
Automobile Policy includes \$1,000/\$1,000 Comprehensive & Collision Deductibles.

The Workers' Compensation Policy includes coverage in all states with exception of Monopolistic States (ND, OH, WA and WY). Policy includes Stop Gap coverage for the State of ND (Employers Liability).

Crime / Employee Theft: \$1,000,000 Limit  
RE: 42-09DEC08 - Photocopier Maintenance.

The County of Boone - Missouri is included as Additional Insured as required by written contract or agreement limited to the General Liability and Automobile Liability. Umbrella follows form as respects to General Liability, Auto Liability subject to policy terms, conditions and exclusions.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 22nd day of March 20 18

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

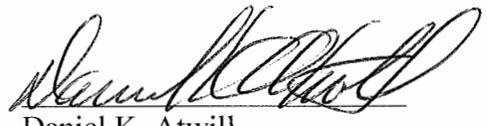
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to 16-19MAR14 – Fire Alarm & Suppression Inspection, Testing & Repairs Term & Supply.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two – Fire Alarm & Suppression Inspection, Testing & Repairs.

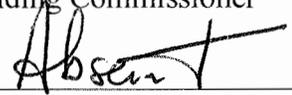
Done this 22nd day of March, 2018.

ATTEST:

Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** February 6, 2015  
**RE:** Amendment Number Two – 16-19MAR14 – Fire Alarm & Suppression  
Inspection, Testing & Repairs Term & Supply

*Contract 16-19MAR14 – Fire Alarm & Suppression Inspection, Testing & Repairs* was approved by commission for award to Korsmeyer Fire Protection LLC of Jefferson City, Missouri on April 15, 2014. This amendment adds the Emergency Communication Center and 609 E. Walnut.

Invoices will be paid from department 2705 – Facilities Maintenance /Housekeeping/Grounds-ECC, account 71100 – Outside Services

**cc:** Doug Coley, Jody Moore, Facilities  
Contract File

**CONTRACT AMENDMENT NUMBER TWO  
PURCHASE AGREEMENT FOR  
FIRE ALARM & SUPPRESSION INSPECTION, TESTING & REPAIRS  
TERM & SUPPLY**

The Agreement **16-19MAR14** dated April 15, 2014 made by and between Boone County, Missouri and **Korsmeyer Fire Protection LLC**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

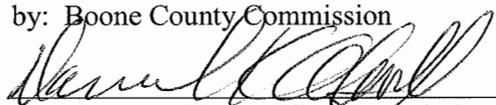
1. ADD service locations of Emergency Communication Center and 609 Walnut Street per the attached pricing.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**KORSMEYER FIRE PROTECTION LLC**

by   
title owner

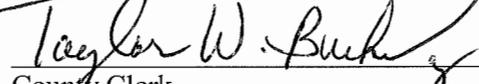
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
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.)

<u></u>	<u>03/16/2018</u>	2705 / 71100
Signature	Date	Appropriation Account

16-19MAR14 - Fire Alarm & Suppression Systems Inspection, Testing & Repairs - Term & Supply				
Quote for additions of new buildings <i>Frequency is 'Annual' unless otherwise noted</i>			<i>Korsmeyer - firm pricing through 3/31/18</i>	
4.8.	PRICING	Quantity	Unit Price	Ext. Price
4.8.10.	Service Location: Emergency Communication Center			
4.8.10.1.	Wet Sprinkler System Inspection	1	\$ 250	\$ 250
4.8.10.2.	Dry Pipe System Inspection	1	\$ 250	\$ 250
	Fire Alarm Test & Inspection	1	\$ 350	\$ 350
4.8.10.3.	Includes Notifer NFW2-100-2 P31503250002-1			
	1230 Clean Agent Fire Suppression System	2	\$ 350	\$ 700
4.8.10.4.	Includes (1) Supression System: Keller Fire CV140106-500; 850 lb. Cylinder SOLEA45 and (2) Releasing Panels: Model PFC 4410 and Potte Panels			
4.8.1.	Service Location: 609 Walnut Street			
	Semi-Annual Novec 1230 Clean Agent Fire Suppression System Inspection	2	\$ 250	\$ 500
4.8.1.2.	Includes Auto Pulser 542R and Agent Release Control Sytem Panel			

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI  
County of Boone

} ea.

March Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 22nd day of March 20 18

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

Now on this day the County Commission of the County of Boone does hereby award bid 04-01MAR18 – Red Rock Road and Mt. Zion Church Road Bridge Replacements to Gene Haile Excavating, Inc. of California, MO.

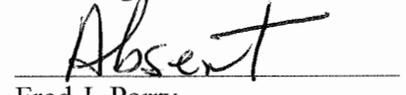
Terms of the contract award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

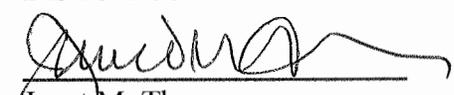
Done this 22nd day of March, 2018

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## 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 Gene Haile Excavating, Inc. (hereinafter referred to as the Contractor).

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

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

**Project Name: Red Rock Road and Mt. Zion Church Road Bridge Replacements**

**Project No.: 04-01MAR18**

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

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

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

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

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

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

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

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

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

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

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

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

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

**\$697,040.69**

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  
March 22, 2018 at Columbia, Missouri.  
(Date)

ATTEST:

Taylor W. Buckner  
County Clerk

OWNER:  
BOONE COUNTY, MISSOURI

By:

[Signature]  
Presiding Commissioner

ATTEST:

[Signature]  
Secretary

CONTRACTOR:

Gene Haile Exc., Inc.

By:

[Signature]  
Authorized Representative (Signature)

By:

Gene Haile  
Authorized Representative (Print or Type Name)

Title:

President

Approved as to Legal Form:

[Signature]  
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.

[Signature] by jjj 03/20/2018  
Auditor

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Revised 1/17/2018*

BOONE COUNTY BRIDGE NO. 04700061  
ITEMIZED BID FORM  
ROADWAY ITEMS BY CONTRACTOR

West Red Rock Road  
PAGE 1

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MoDOT	201	Clearing and Grubbing	ACRE	0.55	<u>4000.00</u>	<u>2200.00</u>
2	MoDOT	202	Removal of Improvements	L.S.	1	<u>XXXXXXXXXX</u>	<u>3500.00</u>
3	TS	2300	Excavation	C.Y.	1,542	<u>7.00</u>	<u>10794.00</u>
4	TS	2300	Embankment	C.Y.	113	<u>9.00</u>	<u>1017.00</u>
5	TS	2300	Compaction Testing	L.S.	1	<u>XXXXXXXXXX</u>	<u>2500.00</u>
6	MoDOT	304	4" Thick layer-Type 1 Agg. Base	S.Y.	732	<u>7.00</u>	<u>5124.00</u>
7	TS	2740	2" Thick Surface Course (BP-2) Plant Mix Bituminous Pvm.	S.Y.	732	<u>31.00</u>	<u>22692.00</u>
8	TS	2740	7" Thick Base Course Plant Mix Bituminous Pvm.	S.Y.	732	<u>9.50</u>	<u>6954.00</u>
9	MoDOT	606	Type A Railing	L.F.	37.5	<u>45.32</u>	<u>1699.50</u>
10	MoDOT	606	Guardrail Anchor Section	EACH	3	<u>2425.00</u>	<u>7275.00</u>
11	MoDOT	606	Guardrail Anchor Section (Southwest Corner)	EACH	1	<u>3040.00</u>	<u>3040.00</u>
12	MoDOT	606	Guardrail Transition Section	EACH	3	<u>800.00</u>	<u>2400.00</u>
13	MoDOT	606	SL-1 End Shoe	EACH	1	<u>155.00</u>	<u>155.00</u>
14	MoDOT	606	Terminal (Trinity Part No. 907G)	EACH	2	<u>155.00</u>	<u>310.00</u>
15	MoDOT	606	SRT-31 Guardrail Slotted Rail Terminal	EACH	1	<u>2675.00</u>	<u>2675.00</u>
16	MoDOT	606	Guardrail End Anchor Section	EACH	2	<u>1350.00</u>	<u>2700.00</u>
17	MoDOT	607	Fence	L.F.	114	<u>8.00</u>	<u>912.00</u>

**BOONE COUNTY BRIDGE NO. 04700061  
ITEMIZED BID FORM  
ROADWAY ITEMS BY CONTRACTOR**

West Red Rock Road  
PAGE 2

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
18	MoDOT	607	Temporary Fence (Removal)	L.F.	73	<u>8.00</u>	<u>584.00</u>
19	TS	1550	Traffic Control	L.S.	1	<u>XXXXXXXXXX</u>	<u>3000.00</u>
20	MoDOT	618	Mobilization	L.S.	1	<u>XXXXXXXXXX</u>	<u>18005.60</u>
21	MoDOT	618	Permanent Type 3 Object Marker	EACH	1	<u>360.00</u>	<u>360.00</u>
22	MoDOT	620.6	Temporary Centerline Markers	EACH	10	<u>5.00</u>	<u>50.00</u>
23	TS	1590	Restoration	L.S.	1	<u>XXXXXXXXXX</u>	<u>3000.00</u>
24	TS	1570	Erosion Control	L.S.	1	<u>XXXXXXXXXX</u>	<u>3500.00</u>
25	TS	1570	Erosion Control Blankets- Heavy	S.Y.	113	<u>8.00</u>	<u>904.00</u>
26	JSP		Mechanically Stabilized Fill	L.S.	1	<u>XXXXXXXXXX</u>	<u>19800.00</u>
27	TS	1720	Construction Staking	L.S.	1	<u>XXXXXXXXXX</u>	<u>3000.00</u>
28	TS	2720	Driveway Entrance	EACH	2	<u>1500.00</u>	<u>3000.00</u>
Sub-Total Roadway Items =							<u>131151.10</u>

**BRIDGE ITEMS BY CONTRACTOR**

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
29	MoDOT	206	Excavation for Structure	L.S.	1	<u>XXXXXXXXXX</u>	<u>2500.00</u>
30	MoDOT	501	Class B-1 Sub-Structure Concrete	C.Y.	21	<u>600.00</u>	<u>12600.00</u>
31	MoDOT	501	Class B-2 Superstructure Concrete	C.Y.	60	<u>550.00</u>	<u>33000.00</u>

**BOONE COUNTY BRIDGE NO. 04700061  
ITEMIZED BID FORM  
BRIDGE ITEMS BY CONTRACTOR**

West Red Rock Road  
PAGE 3

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
32	TS	2370	MoDOT Type 2 Rock Blanket	C.Y.	751	<u>40.00</u>	<u>30040.00</u>
33	MoDOT JSP	702	HP 10x42 Piling (Galvanized)	L.F.	320	<u>57.00</u>	<u>18240.00</u>
34	MoDOT	702	Pile Points	EACH	10	<u>100.00</u>	<u>1000.00</u>
35	MoDOT	705	Prestressed Concrete Deck Panels	S.Y.	147	<u>112.00</u>	<u>16464.00</u>
36	MoDOT	706	Reinforcing Steel	LBS.	19,617	<u>1.10</u>	<u>21578.70</u>
37	MoDOT JSP	712	Pre-Fab Steel Package	LBS	64,317	<u>1.35</u>	<u>86827.95</u>
38	JSP		Kansas Corral Bridge Railing	L.F.	144	<u>125.00</u>	<u>18000.00</u>
39	MoDOT	715	Vertical Drain at End Bents	EACH	2	<u>1000.00</u>	<u>2000.00</u>
40	38	716.10	Neoprene Bearing Pads	EACH	10	<u>150.00</u>	<u>1500.00</u>

Sub-Total Bridge Items = 243750.64

Combined Sub-Total West Red Rock Road Bridge Replacement = 374901.74

**BOONE COUNTY BRIDGE NO. 27500201  
ITEMIZED BID FORM  
ROADWAY ITEMS BY CONTRACTOR**

Mount Zion Church Road  
PAGE 1

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MoDOT	201	Clearing and Grubbing	ACRE	0.47	<u>4260.00</u>	<u>2002.20</u>
2	MoDOT	202	Removal of Improvements	L.S.	1	<u>XXXXXXXXXX</u>	<u>3500.00</u>
3	TS	2300	Excavation	C.Y.	1,215	<u>7.00</u>	<u>8505.00</u>
4	TS	2300	Embankment	C.Y.	30	<u>25.00</u>	<u>750.00</u>
5	TS	2300	Compaction Testing	L.S.	1	<u>XXXXXXXXXX</u>	<u>2500.00</u>
6	MoDOT	304	4" Thick layer-Type 1 Agg. Base	S.Y.	341	<u>7.00</u>	<u>2387.00</u>
7	TS	2740	2" Thick Surface Course (BP-2) Plant Mix Bituminous Pvmnt.	S.Y.	341	<u>14.00</u>	<u>4774.00</u>
8	TS	2740	7" Thick Base Course Plant Mix Bituminous Pvmnt.	S.Y.	341	<u>42.50</u>	<u>14492.50</u>
9	MoDOT	606	Type A Railing	L.F.	37.5	<u>45.32</u>	<u>1699.50</u>
10	MoDOT	606	Guardrail Anchor Section	EACH	4	<u>2421.00</u>	<u>9684.00</u>
11	MoDOT	606	Guardrail Transition Section	EACH	4	<u>800.00</u>	<u>3200.00</u>
12	MoDOT	606	End Anchor Section	EACH	2	<u>1350.00</u>	<u>2700.00</u>
13	MoDOT	606	Terminal (Trinity Part No. 907G)	EACH	2	<u>155.00</u>	<u>310.00</u>
14	MoDOT	606	SRT-31 Guardrail Slotted Rail Terminal	EACH	2	<u>2675.00</u>	<u>5350.00</u>
15	MoDOT	607	Fence	L.F.	307	<u>8.00</u>	<u>2456.00</u>
16	MoDOT	607	Temporary Fence (Removal)	L.F.	212	<u>8.00</u>	<u>1696.00</u>
17	TS	1550	Traffic Control	L.S.	1	<u>XXXXXXXXXX</u>	<u>3000.00</u>

**BOONE COUNTY BRIDGE NO. 27500201  
ITEMIZED BID FORM  
ROADWAY ITEMS BY CONTRACTOR**

Mount Zion Church Road  
PAGE 2

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
18	MoDOT	618	Mobilization	L.S.	1	XXXXXXXXXX	<u>15447.14</u>
19	MoDOT	620.6	Temporary Centerline Markers	EACH	6	<u>10.00</u>	<u>60.00</u>
20	TS	1590	Restoration	L.S.	1	XXXXXXXXXX	<u>3000.00</u>
21	TS	1570	Erosion Control	L.S.	1	XXXXXXXXXX	<u>1500.00</u>
22	JSP		Mechanically Stabilized Fill	L.S.	1	XXXXXXXXXX	<u>17000.00</u>
23	TS	1720	Construction Staking	L.S.	1	XXXXXXXXXX	<u>3000.00</u>
Sub-Total Roadway Items =							<u>109013.34</u>

**BRIDGE ITEMS BY CONTRACTOR**

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
24	MoDOT	206	Excavation for Structure	L.S.	1	XXXXXXXXXX	<u>2500.00</u>
25	MoDOT	501	Class B-1 Sub-Structure Concrete	C.Y.	22	<u>600.00</u>	<u>13200.00</u>
26	MoDOT	501	Class B-2 Superstructure Concrete	C.Y.	62	<u>550.00</u>	<u>34100.00</u>
27	TS	2370	MoDOT Type 2 Rock Blanket	C.Y.	400	<u>40.00</u>	<u>16000.00</u>
28	MoDOT JSP	702	HP 10x42 Piling (Galvanized)	L.F.	159	<u>80.00</u>	<u>12720.00</u>
29	MoDOT	702	Pile Points	EACH	10	<u>125.00</u>	<u>1250.00</u>
30	MoDOT	705	Prestressed Concrete Deck Panels	S.Y.	150	<u>107.00</u>	<u>16050.00</u>
31	MoDOT	706	Reinforcing Steel	LBS.	18,656	<u>1.10</u>	<u>20521.60</u>

**BOONE COUNTY BRIDGE NO. 27500201  
ITEMIZED BID FORM  
BRIDGE ITEMS BY CONTRACTOR**

Mount Zion Church Road  
PAGE 3

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
32	MoDOT JSP	712	Pre-Fab Steel Package	LBS	56,275	<u>1.36</u>	<u>76534.00</u>
33	JSP		Kansas Corral Bridge Railing	L.F.	134	<u>125.00</u>	<u>16750.00</u>
34	MoDOT	715	Vertical Drain At End Bents	EACH	2	<u>1000.00</u>	<u>2000.00</u>
35	38	716.10	Plain Neoprene Bearing Pads	EACH	10	<u>150.00</u>	<u>1500.00</u>

Sub-Total Bridge Items = 213125.60

Combined Sub-Total Mt. Zion Church Road Bridge Replacement = 322138.94

**Total Contractor Bid for Both Bridges = 697040.68**

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

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

DATE

ADDENDUM NUMBER

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COMPANY NAME: Gene Haile Excavating, Inc.

ADDRESS: 31571 Old Eighty Seven

CITY, STATE, ZIP: California, MO 65018

PHONE NUMBER: 573-796-3513

EMAIL ADDRESS: earthmover325@yahoo.com

AUTHORIZED REPRESENTATIVE: Gene Haile

TITLE: President

SIGNATURE: Gene Haile

Prompt Payment Terms: Monthly

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

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

Frech Paving

Collins + Hermann

Keith Contracting

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## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Bid for Bridges 04700061+27500201  
Project No.: Red Rock Rd + Mt. Zion Church Road Bridges

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

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

### SECTION I

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

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

Firm Name: Gene Haile Excavating, Inc.  
By: Gene Haile (Signature)  
Gene Haile (Print or Type Name)  
Title: President  
Address: 31571 Old Eighty Seven  
City, State, Zip: California, MO 65018  
Phone: 573-796-3513  
Fax: 573-796-5006  
Email Address: earthmover325@yahoo.com  
Date: 3/1/18

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Gene Haile, President

Name and Title of Authorized Representative

Gene Haile

Signature

3/1/18

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



# E-Verify



## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

# E-Verify



Company ID Number: 186532

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

Employer **Gene Haile Excavating, Inc.**

**Lois Haile**

*Electronically Signed*  
Signature

00:00:0000  
0000

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

*Electronically Signed*  
Signature

00:00:0000  
0000

## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

*N/A  
Corporation*

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

*NA*

## 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: see attached form
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 \*

**GENE HAILE EXCAVATING, INC.**

31571 Old Eighty Seven  
California, MO 65018  
Phone # 573-796-3513  
Fax # 573-796-5006  
Earthmover325@yahoo.com

***STATEMENT OF BIDDER QUALIFICATIONS***

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the date requested in the following schedule of information. This date 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 the rejecting the Contractor's proposal.

1. Name of Bidder:  
Gene Haile Excavating, Inc.
2. Business Address:  
Gene Haile Excavating, Inc.  
31571 Old Eighty Seven  
California, MO 65018
3. Date Organized: 1983
4. Date Incorporated: 12/27/1994
5. If Not Incorporated: N/A
6. Number of years engaged in contracting business under present firm name:  
35 years
7. If you have done business under a different name, please give that name and location: N/A
8. Percent (%) of work done by own staff: 90%
9. Have you ever failed to complete any work awarded to your company? NO
10. Have you ever defaulted on a contract? NO  
If so, where and why? N/A

11. List a minimum of three recent projects completed within the last three years for the same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed.

Project Name: Boone County Hill Creek Road Bridge

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

Owner: Boone County Resource Management

Address: 613 E. Ash Street, Room 111, Columbia, MO. 65201

Telephone # 573-886-4392

Engineer: Shannon J Howe, P.E., S.E.

Phone: 660-395-4693

Contact: Jeff McCann or Justin Skouby

Contract Amount \$ 438,546.65

Status: Completed- November 7, 2017

Project Name: Carroll County Bridge #13800051 BRO-B017 (75)

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

Owner: Carroll County, MO Commission

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

Telephone: 660-542-0615

Engineer: Rhodes Engineering Company, Inc.

Phone: 660-258-7745

Contract Amount: \$ 241,434.00

Status: Completed- September 2017

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

Owner: MODOT Resident Engineer: Reid Riley

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

Telephone: 573-526-4567

Design Engineer Name: Juneau Engineering & Land Surveying

Company: Juneau Engineering & Land Surveying

Telephone: 618-877-1400

Type of Work: Bridge

Contract Amount: \$ 473,437.95

Status: Completed- September 2017

Project Name: Pettis County Bridge No. 04300091 BRO-B080 (32)  
Construction of 50' long single span Precast Concrete Beams bridge  
Owner: Pettis County Commission  
Address: 415 S. Ohio, Suite 212 Sedalia, MO 65301  
Telephone: 660-826-5000  
Design Engineer Name: Shafer, Kline & Warren, Inc.: Mike Stein  
Address: 11250 Corporate Avenue Lenexa, KS  
Telephone: 913-888-7800  
Contract Date: 2017  
Type of work: Bridge  
Contract Amount: \$ 226,067.00  
Status: Completed- May 2017

Project Name: MODOT Job J5S3030 Route AA Morgan County 160520-D02  
Replacement of 2 box culverts over Indian Creek total length 0.215 miles  
Owner: MODOT  
Address: 105 West Capitol Avenue PO BOX 270 Jefferson City, MO 65102  
Telephone: 573-526-0362  
Design Engineer Name: MODOT Christopher Graham  
Company: MODOT  
Telephone: 573-526-0362  
Type of Work: Box Culverts  
Contact Amount: \$ 432,358.14  
Status: Completed- Completed November 2016

Project Name: Carroll County Bridge 26400091  
Removal of existing bridge & construction of new double barrel reinforced concrete box culvert and all appurtenances.  
Each cell 16 foot wide x 13 foot tall x 109.90 foot long.  
Owner: Carroll County, Missouri  
Engineer: Howe Company  
Engineer Contact: Aaron Lukefahr  
Address: 1119 S. Missouri, Suite A Macon, MO 63552  
Phone: 660-395-4693  
Contract Date: 2016  
Type of Work: Box Culverts  
Contract Amount: \$ 249,811.19  
Status: Completed- April 2016

12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:

Project Name: MODOT Job J5S3299 Rt 100 Gasconade County 171215-D03

Scour Repair total length of improvements 0.013 miles.

Owner: MODOT

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

Telephone: 888-285-6636

Design Engineer Name: MODOT- Danica D. Stovall-Taylor

Company: MODOT

Telephone: 888-285-6636

Type of Work: Scour Repair on Rt 100

Status: Partially Completed- 75%

Contact Amount: \$ 125,538.00

Project Name: Randolph County Bridge No. 0430035 Soft-Match Credit Project

Bridge Replacement in Randolph County

Owner: Randolph County Commission

Address: 372 Hwy JJ Suite 2C Huntsville, MO 65259

Telephone: 844-277-6555

Design Engineer Name: Matthew Walker, PE

Company: Poepping, Stone, Bach & Associates, Inc.

Telephone: 573-406-0541

Type of Work: Bridge Replacement

Status: Partially Completed- 30%

Contact Amount: \$ 234,000.00

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Moniteau

Lois Haile, being first duly sworn, deposes and

says that he is Secretary  
(Title of Person Signing)

of Gene Haile Excavating, Inc.  
(Name of Bidder)

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

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

By Lois Haile

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 28 day of February, 2018

Becky Lynn Wood  
Notary Public

My Commission Expires December 20, 2020

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

## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

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

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

31571 Old Eighty Seven California, MO 65018  
Address of principal place of  
business in Missouri

**ATTEST:**

Gene Haile  
(Signature)

Dated 3/1, 2018

Gene Haile, President  
(Print Name and Title)

### NOTE:

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

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

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



GENEHAI-01

CHORN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/13/2018

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

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

PRODUCER Winter-Dent P O Box 1046 Jefferson City, MO 65102	CONTACT NAME: Candy L. Horn		
	PHONE (A/C, No, Ext): (573) 634-2122 1141	FAX (A/C, No): (573) 636-7500	
	E-MAIL ADDRESS: Candace.Horn@Winter-Dent.com		
INSURED Gene Haile Excavating Inc. Haile Development Inc. 31571 Old Eighty Seven California, MO 65018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire & Casualty Company		13021
	INSURER B: MO Employers Mutual Ins. Co.		10191
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		60407259	09/13/2017	09/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		60407259	09/13/2017	09/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		60407259	09/13/2017	09/13/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
B	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	N/A	MEM2013906-03	09/13/2017	09/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rent Equip			60407259	09/13/2017	09/13/2018	100,000
A	Installation Floater			60407259	09/13/2017	09/13/2018	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: #04-01MAR18- Red Rock Road and Mt Zion Church Road Bridge Replacements

## CERTIFICATE HOLDER

## CANCELLATION

County of Boone, Missouri c/o Purchasing Department 613 E Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Candace Horn</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFUL LY.

## LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA) BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM  
COMMON POLICY CONDITIONS

### COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
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Broad Form Insured	2
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Additional Insured Status by Contract, Agreement or Permit	3
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Physical Damage Additional Transportation Expense Coverage	4
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Personal Effects Coverage	5
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Vehicle Wrap Coverage	5
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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

## **A. BROADENED COVERED AUTOS COVERAGES**

**SECTION I – COVERED AUTOS**, is amended as follows:

### ***(Temporary Substitute Auto Physical Damage)***

Paragraph **C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

The following language is added to **SECTION I – COVERED AUTOS**:

### ***(Drive Other Car Coverage)***

#### **D. Drive Other Car Coverage**

If Liability Coverage is provided by this Coverage Form, any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:

1. You, if you are designated in the Declarations as an Individual;
2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
3. Your members or managers, if you are designated in the Declarations as a limited liability company;
4. Your "executive officers", if you are designated in the Declarations as an organization other than an individual partnership, joint venture or limited liability company; and
5. The spouse of any person named in **B. 1.** through **B. 4.** while a resident of the same household.

Except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

## **B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE** in Paragraph **A. Coverage at 1. Who Is An Insured** is amended to include the following:

### ***(Broad Form Insured)***

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limits of Insurance under any other policy, or
  - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

**(Employee as Insureds)**

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

**(Additional Insured Status by Contract, Agreement or Permit)**

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
- (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance**.

For any covered "auto" you own this Coverage Form provides primary coverage.

**C. BROADENED SUPPLEMENTARY PAYMENTS**

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4)** are replaced by the following:

**(Bail Bond Coverage)**

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(Loss of Earnings Coverage)**

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

**(Amended Fellow Employee Exclusion)**

**D. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **a.** and **b.** above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

***(Towing and Labor)***

2. **Towing** is deleted and replaced with the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement.

However, the labor must be performed at the place of disablement.

***(Physical Damage Additional Transportation Expense Coverage)***

**4. Coverage Extensions**

a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

***(Extra Expense – Theft)***

**c. Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

***(Rental Reimbursement and Additional Transportation Expense)***

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto". Payment applies in addition to the otherwise applicable coverage you have on a covered "auto". No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$75 per day.
  - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses**.

**(Personal Effects Coverage)**

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

**(Personal Property of Others)**

**f. Personal Property of Others**

We will pay up to \$500 for loss to personal property of others in or on your covered "auto". This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

**(Locksmith Coverage)**

**g. Locksmith Coverage**

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

**(Vehicle Wrap Coverage)**

**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**(Airbag Accidental Discharge)**

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. BROADENED LIMITS OF INSURANCE**

**(Audio, Visual and Data Electronic Equipment Coverage)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

**(Auto Loan/Lease Total Loss Protection)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
  - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
  - b.** Any:
    - (1)** Overdue lease / loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

**(Glass Repair – Deductible Amendment)**

**H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

**(Amended Duties in the Event of Accident, Claim, Suit or Loss)**

**I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or
  - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

**(Waiver of Subrogation by Contract)**

**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage".

**(Unintentional Failure to Disclose)**

**K. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

***(Hired, Leased, Rented or Borrowed Auto Physical Damage)***

**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
  - (a) Any Covered "auto" you lease, hire, rent or borrow; and
  - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

**(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.**

**(4) Definitions For This Section**

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA) – ULTRA LIABILITY PLUS ENDORSEMENT**

**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage – Borrowed Equipment
- \* Property Damage Liability – Elevators
- \* Coverage D – Voluntary Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate
- \* Coverage E – Care, Custody and Control Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate – \$500 Deductible
- \* Coverage F – Electronic Data Liability Coverage – \$50,000
- \* Coverage H – Water Damage Legal Liability – \$25,000
- \* For newly formed or acquired organizations – extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured – Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Automatic Additional Insured – Vendors
- \* Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured – Managers or Lessor of Premises
- \* Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured – Employee Injury to Another Employee
- \* Automatically included – Aggregate Limits of Insurance (per location)
- \* Automatically included – Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence – Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 9 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA)  
ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I – COVERAGES**

**A. The following changes are made at **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY****

**1. Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

**3. Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

**4. Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph (4) of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B. The following coverages are added:**

**1. COVERAGE D – VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

**a.** While in your possession; or

**b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:

**j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

**2. COVERAGE E – CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

**3. COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. "Property Damage" means:**

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**

**4. COVERAGE H – WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage **W** (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**

**C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended:

The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II – WHO IS AN INSURED****A.** The following change is made:**Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B.** The following provisions are added:**4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:
- (1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
  - (2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**2. "Bodily injury" or "property damage" occurring after:**

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**6. Additional Insured – Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - (1) This insurance afforded the vendor does not apply to:
      - (a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (b) Any express warranty unauthorized by you;
      - (c) Any physical or chemical change in the product made intentionally by the vendor;
      - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
      - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
      - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
      - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
      - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - i. The exceptions contained in Sub-paragraphs d. or f.; or
        - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and  
 (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**8. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.  
 (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and  
 (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**9. Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or  
 (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and  
 (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### 10. Additional Insured – Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II – WHO IS A NAMED INSURED is amended to read:

- a. "Bodily Injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### **SECTION III – LIMITS OF INSURANCE**

- A. The following items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B; and
- d. Damages under Coverage H.

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

- B. The following are added:

8. Subject to Paragraph 5. of SECTION III – LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.

#### 9. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 10. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

11. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

12. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D – Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under **Coverage E-Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F – Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

- A. The following conditions are amended:

**1. Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

**(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition **(5) of 2.c.**

- (5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

#### 10. **Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### 11. **Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

#### 12. **Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## **SECTION V – DEFINITIONS**

A. At item **12. Mobile Equipment** the wording at **f.(1)** is deleted and replaced by the following:

**f.(1)** Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3. "bodily injury"** is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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

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

\* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 4/30/2017

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

	RENEWAL MONTH: <b>JANUARY</b>	
	<input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO _____ FOR A \$25.00 FEE	
1	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *	
	<b>31571 Old Eighty Seven</b> (Required)	
	STREET	
	<b>CALIFORNIA MO 65018-3249</b>	
	CITY / STATE ZIP	

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

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

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

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

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

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

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

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

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

REGISTRATION REPORT FEE IS:  
 \_\_\_ \$20.00 If filed on or before 4/30/2017  
 \_\_\_ \$35.00 If filed on or before 5/31/2017  
 \_\_\_ \$50.00 If filed on or before 6/30/2017  
 \_\_\_ \$65.00 If filed on or before 7/31/2017  
**ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.**

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

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Moniteau

On this 28<sup>th</sup> day of February, 20 18

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

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

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

(if a corporation) that he is the Secretary/Treasurer  
President or other agent.

of Gene Haile Exc, 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 California, MO the day and year first above written.

(SEAL) Becky Lynn Wood Notary Public

My Commission expires December 20, 20 20

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

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

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

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

### OWNER:

(Name, legal status and address)

Boone County, Missouri  
801 E Walnut  
Columbia, MO 65201

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

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

### PROJECT:

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

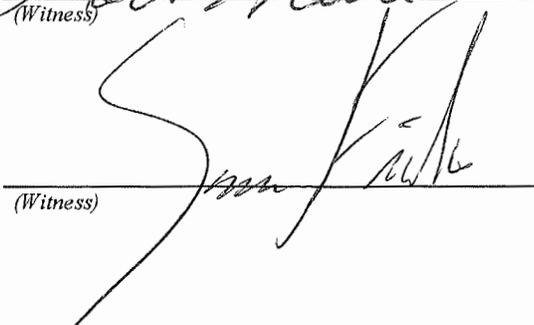
Red Rock Rd & Mt. Zion Church Rd Bridge Replacements

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

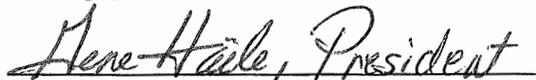
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 1st day of March, 2018

  
(Witness)  
  
(Witness)

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

  
(Title) Gene Haile, President

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

  
(Title) Kris Copra, Attorney-in-Fact

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

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

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

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

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

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

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

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

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

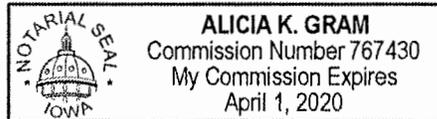


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

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



*Alicia K. Gram*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of March, 2018.



*William Warner Jr.*  
Secretary



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

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

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

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

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

Gene Haile Excavating, Inc.

31571 Old Eighty-Seven, California, MO 65018

as Principal, hereinafter called Contractor, and Merchants Bonding Company (Mutual)

PO Box 14498, Des Moines, IA 50306

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Six Hundred Ninety-Seven Thousand Forty Dollars & 69/100 (\$697,040.69) 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 3-22-18 entered into a Contract with Owner for:

**Project Name: Red Rock Road and Mt. Zion Church Road Bridge Replacements**

**Project No.: 04-01MAR18**

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 Jefferson City, Missouri on this 12th day of March, 2018.

Gene Haile Excavating, Inc.  
(Contractor)

(SEAL)

BY: Gene Haile, President

Merchants Bonding Company (Mutual)  
(Surety Company)

(SEAL)

BY: Kris Copra  
Kris Copra (Attorney-in-Fact)

BY: N/A  
(Missouri Representative)

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

Surety Contact Name: Mike Foster  
Phone Number: 800-678-8171  
Address: PO Box 14498  
Des Moines, IA 50306

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

Gene Haile Excavating, Inc.

31571 Old Eighty-Seven, California, MO 65018

as Principal, hereinafter called Contractor, and Merchants Bonding Company (Mutual)

PO Box 14498, Des Moines, IA 50306

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

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

Six Hundred Ninety-Seven Thousand Forty Dollars & 69/100 Dollars,  
(\$ 697,040.69 ), 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 3-22-18 entered into a Contract with Owner for:

**Project Name: Red Rock Road and Mt. Zion Church Road Bridge Replacements**

**Project No.: 04-01MAR18**

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 Jefferson City, Missouri

\_\_\_\_\_, on this 12th day of March, 2018

CONTRACTOR: Gene Haile Excavating, Inc. (Seal)

BY: Gene Haile, President

SURETY COMPANY Merchants Bonding Company (Mutual)

BY: Kris Copra  
Kris Copra (Attorney-in-Fact)

BY: N/A  
(Missouri Representative)

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

Surety Contact Name: Mike Foster Phone Number: 800-678-8171  
Address: PO Box 14498  
Des Moines, IA 50306

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

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

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

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

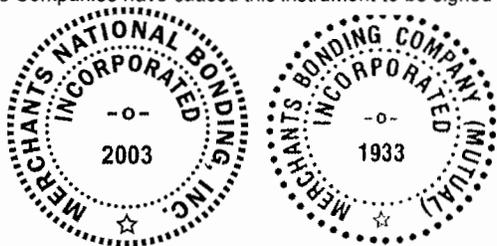
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

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

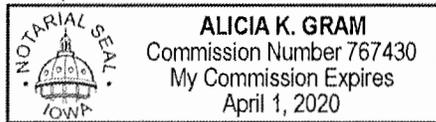


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

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

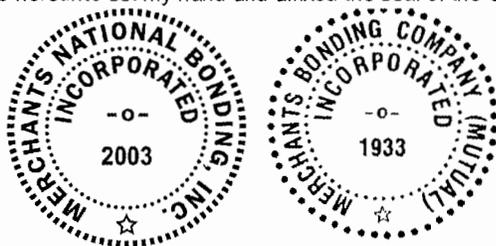


*Alicia K. Gram*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of March, 2018.



*William Warner Jr.*  
Secretary



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

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

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

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



53398151009



# RED ROCK ROAD AND MT. ZION CHURCH ROAD BRIDGE REPLACEMENTS

Project Number: N/A

**Bid Number: 04-01MAR18**

## CONSTRUCTION BID REQUEST

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

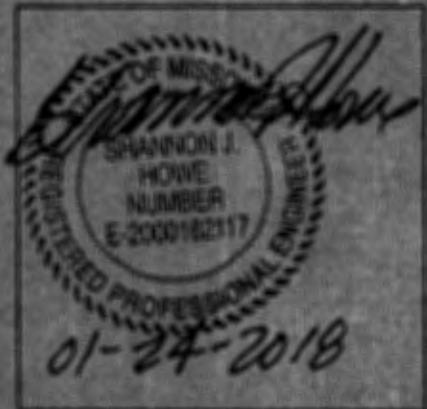
### BOONE COUNTY COMMISSION

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

### ENGINEER OF RECORD

### BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawver, Director  
Jeff McCann, P.E., Chief Engineer



### \*PROJECT MANAGER

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

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

### BOONE COUNTY PURCHASING

Robert Wilson, Buyer  
613 East Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390  
E-mail: rwilson@boonecountymo.org

Howe Company, LLC  
MO Engineering Corp. # F0645988  
804 E. Patton Street  
Macon, Missouri 63552  
Phone: 660-395-4693  
Fax: 660-395-4694

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

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

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## NOTICE TO BIDDERS

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

**Project Name:**

RED ROCK ROAD AND MT. ZION CHURCH ROAD  
BRIDGE REPLACEMENTS

**Project Number:**

N/A

**Bid Number:**

04-01MAR18

**Scope of Project Construction:**

This project involves removal of existing multi-barrel culverts at two locations and replacement with steel girder bridges. Other items include galvanized piling, prestressed concrete deck panels, asphalt paving, rock blanket, fence and restoration.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **February 8, 2018 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on February 22, 2018.** **Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **12:45 p.m. on March 1, 2018** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on March 1, 2018** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

45 Working Days for each bridge, but both bridges must be completed by 10/26/2018. Working day count will begin on the agreed upon Notice to Proceed date for each bridge. Both bridges can be under construction simultaneously.

**Liquidated Damages:**

\$1,000.00 per Working Day beyond the 45 Working Days for each bridge Contract Time and \$1,000.00 per Working Day for each incomplete bridge beyond the completion date of 10/26/2018.

**Anticipated Notice To Proceed Date:**

On or about March 29, 2018, the construction contract should be approved by the Boone County Commission. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

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

None Required.

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$50.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

## REFERENCE DOCUMENT DEFINITIONS

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

**Boone County Roadway  
Regulations Chapter II:**

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

**MoDOT Standard  
Specifications:**

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

**MUTCD:**

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

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**BOONE COUNTY BRIDGE NO. 04700061  
ITEMIZED BID FORM  
ROADWAY ITEMS BY CONTRACTOR**

West Red Rock Road  
PAGE 1

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MoDOT	201	Clearing and Grubbing	ACRE	0.55	_____	_____
2	MoDOT	202	Removal of Improvements	L.S.	1	XXXXXXXXXX	_____
3	TS	2300	Excavation	C.Y.	1,542	_____	_____
4	TS	2300	Embankment	C.Y.	113	_____	_____
5	TS	2300	Compaction Testing	L.S.	1	XXXXXXXXXX	_____
6	MoDOT	304	4" Thick layer-Type 1 Agg. Base	S.Y.	732	_____	_____
7	TS	2740	2" Thick Surface Course (BP-2) Plant Mix Bituminous Pvmt.	S.Y.	732	_____	_____
8	TS	2740	7" Thick Base Course Plant Mix Bituminous Pvmt.	S.Y.	732	_____	_____
9	MoDOT	606	Type A Railing	L.F.	37.5	_____	_____
10	MoDOT	606	Guardrail Anchor Section	EACH	3	_____	_____
11	MoDOT	606	Guardrail Anchor Section (Southwest Corner)	EACH	1	_____	_____
12	MoDOT	606	Guardrail Transition Section	EACH	3	_____	_____
13	MoDOT	606	SL-1 End Shoe	EACH	1	_____	_____
14	MoDOT	606	Terminal (Trinity Part No. 907G)	EACH	2	_____	_____
15	MoDOT	606	SRT-31 Guardrail Slotted Rail Terminal	EACH	1	_____	_____
16	MoDOT	606	Guardrail End Anchor Section	EACH	2	_____	_____
17	MoDOT	607	Fence	L.F.	114	_____	_____

**BOONE COUNTY BRIDGE NO. 04700061  
ITEMIZED BID FORM  
ROADWAY ITEMS BY CONTRACTOR**

West Red Rock Road  
PAGE 2

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
18	MoDOT	607	Temporary Fence (Removal)	L.F.	73	_____	_____
19	TS	1550	Traffic Control	L.S.	1	XXXXXXXXXX	_____
20	MoDOT	618	Mobilization	L.S.	1	XXXXXXXXXX	_____
21	MoDOT	618	Permanent Type 3 Object Marker	EACH	1	_____	_____
22	MoDOT	620.6	Temporary Centerline Markers	EACH	10	_____	_____
23	TS	1590	Restoration	L.S.	1	XXXXXXXXXX	_____
24	TS	1570	Erosion Control	L.S.	1	XXXXXXXXXX	_____
25	TS	1570	Erosion Control Blankets- Heavy	S.Y.	113	_____	_____
26	JSP		Mechanically Stabilized Fill	L.S.	1	XXXXXXXXXX	_____
27	TS	1720	Construction Staking	L.S.	1	XXXXXXXXXX	_____
28	TS	2720	Driveway Entrance	EACH	2	_____	_____

Sub-Total Roadway Items = \_\_\_\_\_

**BRIDGE ITEMS BY CONTRACTOR**

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
29	MoDOT	206	Excavation for Structure	L.S.	1	XXXXXXXXXX	_____
30	MoDOT	501	Class B-1 Sub-Structure Concrete	C.Y.	21	_____	_____
31	MoDOT	501	Class B-2 Superstructure Concrete	C.Y.	60	_____	_____

**BOONE COUNTY BRIDGE NO. 04700061  
ITEMIZED BID FORM  
BRIDGE ITEMS BY CONTRACTOR**

West Red Rock Road  
PAGE 3

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
32	TS	2370	MoDOT Type 2 Rock Blanket	C.Y.	751	_____	_____
33	MoDOT JSP	702	HP 10x42 Piling (Galvanized)	L.F.	320	_____	_____
34	MoDOT	702	Pile Points	EACH	10	_____	_____
35	MoDOT	705	Prestressed Concrete Deck Panels	S.Y.	147	_____	_____
36	MoDOT	706	Reinforcing Steel	LBS.	19,617	_____	_____
37	MoDOT JSP	712	Pre-Fab Steel Package	LBS	64,317	_____	_____
38	JSP		Kansas Corral Bridge Railing	L.F.	144	_____	_____
39	MoDOT	715	Vertical Drain at End Bents	EACH	2	_____	_____
40	38	716.10	Neoprene Bearing Pads	EACH	10	_____	_____

Sub-Total Bridge Items = \_\_\_\_\_

Combined Sub-Total West Red Rock Road Bridge Replacement = \_\_\_\_\_

**BOONE COUNTY BRIDGE NO. 27500201  
ITEMIZED BID FORM  
ROADWAY ITEMS BY CONTRACTOR**

Mount Zion Church Road  
PAGE 1

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MoDOT	201	Clearing and Grubbing	ACRE	0.47	_____	_____
2	MoDOT	202	Removal of Improvements	L.S.	1	XXXXXXXXXX	_____
3	TS	2300	Excavation	C.Y.	1,215	_____	_____
4	TS	2300	Embankment	C.Y.	30	_____	_____
5	TS	2300	Compaction Testing	L.S.	1	XXXXXXXXXX	_____
6	MoDOT	304	4" Thick layer-Type 1 Agg. Base	S.Y.	341	_____	_____
7	TS	2740	2" Thick Surface Course (BP-2) Plant Mix Bituminous Pvmnt.	S.Y.	341	_____	_____
8	TS	2740	7" Thick Base Course Plant Mix Bituminous Pvmnt.	S.Y.	341	_____	_____
9	MoDOT	606	Type A Railing	L.F.	37.5	_____	_____
10	MoDOT	606	Guardrail Anchor Section	EACH	4	_____	_____
11	MoDOT	606	Guardrail Transition Section	EACH	4	_____	_____
12	MoDOT	606	End Anchor Section	EACH	2	_____	_____
13	MoDOT	606	Terminal (Trinity Part No. 907G)	EACH	2	_____	_____
14	MoDOT	606	SRT-31 Guardrail Slotted Rail Terminal	EACH	2	_____	_____
15	MoDOT	607	Fence	L.F.	307	_____	_____
16	MoDOT	607	Temporary Fence (Removal)	L.F.	212	_____	_____
17	TS	1550	Traffic Control	L.S.	1	XXXXXXXXXX	_____

**BOONE COUNTY BRIDGE NO. 27500201  
ITEMIZED BID FORM  
ROADWAY ITEMS BY CONTRACTOR**

Mount Zion Church Road  
PAGE 2

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
18	MoDOT	618	Mobilization	L.S.	1	XXXXXXXXXX	_____
19	MoDOT	620.6	Temporary Centerline Markers	EACH	6	_____	_____
20	TS	1590	Restoration	L.S.	1	XXXXXXXXXX	_____
21	TS	1570	Erosion Control	L.S.	1	XXXXXXXXXX	_____
22	JSP		Mechanically Stabilized Fill	L.S.	1	XXXXXXXXXX	_____
23	TS	1720	Construction Staking	L.S.	1	XXXXXXXXXX	_____

Sub-Total Roadway Items = \_\_\_\_\_

**BRIDGE ITEMS BY CONTRACTOR**

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
24	MoDOT	206	Excavation for Structure	L.S.	1	XXXXXXXXXX	_____
25	MoDOT	501	Class B-1 Sub-Structure Concrete	C.Y.	22	_____	_____
26	MoDOT	501	Class B-2 Superstructure Concrete	C.Y.	62	_____	_____
27	TS	2370	MoDOT Type 2 Rock Blanket	C.Y.	400	_____	_____
28	MoDOT JSP	702	HP 10x42 Piling (Galvanized)	L.F.	159	_____	_____
29	MoDOT	702	Pile Points	EACH	10	_____	_____
30	MoDOT	705	Prestressed Concrete Deck Panels	S.Y.	150	_____	_____
31	MoDOT	706	Reinforcing Steel	LBS.	18,656	_____	_____

**BOONE COUNTY BRIDGE NO. 27500201  
ITEMIZED BID FORM  
BRIDGE ITEMS BY CONTRACTOR**

**Mount Zion Church Road  
PAGE 3**

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
32	MoDOT JSP	712	Pre-Fab Steel Package	LBS	56,275	_____	_____
33	JSP		Kansas Corral Bridge Railing	L.F.	134	_____	_____
34	MoDOT	715	Vertical Drain At End Bents	EACH	2	_____	_____
35	38	716.10	Plain Neoprene Bearing Pads	EACH	10	_____	_____

Sub-Total Bridge Items = \_\_\_\_\_

Combined Sub-Total Mt. Zion Church Road Bridge Replacement = \_\_\_\_\_

**Total Contractor Bid for Both Bridges = \_\_\_\_\_**

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

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

DATE

ADDENDUM NUMBER

---

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

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

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

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

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

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

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

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

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

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

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

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## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: \_\_\_\_\_

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

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

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

### SECTION I

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

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

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

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

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

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

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

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

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

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

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

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

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

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## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

\* Attach additional sheets as necessary \*

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**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

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

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

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

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## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

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

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

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

**ATTEST:**

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

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

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

### NOTE:

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

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

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

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## 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 \_\_\_\_\_, 200 \_\_\_\_\_

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

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

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

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

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

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

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

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

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## INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

**Certificate Holder address:**

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

## CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SALES/USE TAX EXEMPTION

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

## WARRANTY AND GUARANTEE

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

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

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

### **One Year Correction Period**

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

### **Maintenance Requirements**

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

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

## SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

## SAMPLE CONTRACT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\$ \_\_\_\_\_

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

**DATE OF AGREEMENT:**

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

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

ATTEST:

OWNER:  
BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
County Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Authorized Representative (Signature)

ATTEST:

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

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

\_\_\_\_\_  
Secretary

Approved as to Legal Form:

\_\_\_\_\_  
County Counselor

**Certification**

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

\_\_\_\_\_  
Auditor

## SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

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

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

(SEAL)

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

(Attorney-in-Fact)

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

(Missouri Representative)

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

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

**SAMPLE LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

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

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

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

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

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

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

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

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

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

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

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

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

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

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

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

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

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

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

(Attorney-in-Fact)

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

(Missouri Representative)

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

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

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



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

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

To Whom It May Concern:

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

\_\_\_\_\_  
Contractor

By

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

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

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

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

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

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

(SEAL)

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

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## GENERAL SPECIFICATIONS

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

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

### SECTION 1. - DEFINITIONS

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

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

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.13.** Release of Retained Percentages:

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

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

b. Written consent of the surety to such payment;

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

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

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

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

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

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

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

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

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

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

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

a. In the Owner's office:

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

b. On the Project:

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

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

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

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

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

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

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

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

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

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

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# TECHNICAL SPECIFICATIONS

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

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

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## SECTION 01010 – SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 PROJECT SCOPE

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

#### 1.2 RELATED DOCUMENTS

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

#### 1.3 CONTRACTOR USE OF PREMISES

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

#### 1.4 COORDINATION

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

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

#### **1.5 MEASUREMENT AND PAYMENT**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01320 – SUBMITTALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTAL PROCEDURES

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

#### 1.3 CONSTRUCTION PROGRESS SCHEDULE

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

#### **1.4 PROPOSED PRODUCT LIST**

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

#### **1.5 SHOP PLANS**

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

#### **1.6 PRODUCT DATA**

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

#### **1.7 MANUFACTURER'S INSTRUCTIONS**

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

#### **1.8 MANUFACTURER'S CERTIFICATIONS**

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

#### **1.9 SUBMITTAL**

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

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

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

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01450 – QUALITY CONTROL AND TESTING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

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

#### 1.4 INSPECTION AND TESTING SERVICES

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 – GENERAL

#### 1.1 SECTION INCLUDES

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

#### 1.2 BARRIERS

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

#### 1.3 WATER CONTROL

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

#### 1.4 ACCESS ROADS

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

#### 1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

**END OF SECTION**

## SECTION 01550 – TEMPORARY TRAFFIC CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 MAINTENANCE

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 GENERAL

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

### END OF SECTION

## SECTION 01570 – EROSION CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

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

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

### PART 2 – PRODUCTS

#### 2.1 TEMPORARY BERMS

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

#### 2.2 TEMPORARY SLOPE DRAINS

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

**2.3 TEMPORARY DITCH CHECKS**

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

**2.4 SEDIMENT BASINS**

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

**2.5 TEMPORARY SILT FENCE**

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

**2.6 TEMPORARY PIPE**

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

**2.7 TEMPORARY SEEDING AND MULCHING**

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

**2.8 EROSION CONTROL BLANKETS**

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

**PART 3 – EXECUTION**

**3.1 TEMPORARY BERMS**

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

**3.2 TEMPORARY SLOPE DRAINS**

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

**3.3 TEMPORARY DITCH CHECKS**

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

**3.4 SEDIMENT BASINS**

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

**3.5 TEMPORARY SILT FENCE**

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

**3.6 TEMPORARY PIPE**

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

**3.7 TEMPORARY SEEDING AND MULCHING**

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

**3.8 EROSION CONTROL BLANKET INSTALLATION**

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

**END OF SECTION**

## SECTION 01590 – RESTORATION

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PERFORMANCE-BASED SPECIFICATION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 TOPSOIL MATERIAL

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

## 2.2 LIME

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

## 2.3 FERTILIZER

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

## 2.4 SEEDING MIX

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

## 2.5 TYPE 1 MULCH

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

## 2.6 TYPE 3 MULCH

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

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

### **PART 3 – EXECUTION**

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

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

#### **3.2 LIME**

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

#### **3.3 FERTILIZER**

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

### 3.4 SEEDING

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

### 3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

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

**END OF SECTION**

## SECTION 01600 – PRODUCT REQUIREMENTS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PRODUCT DESCRIPTION

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

#### 1.3 TRANSPORTATION AND HANDLING

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

#### 1.4 STORAGE AND PROTECTION

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 01720 -- CONSTRUCTION STAKING

### PART 1 -- GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

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

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

### PART 2 -- PRODUCTS (NOT USED)

### PART 3 -- EXECUTION (NOT USED)

### END OF SECTION

## SECTION 01780 – PROJECT CLOSEOUT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PRE-FINAL INSPECTION

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

#### 1.3 FINAL INSPECTION

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

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

**1.4 Application for Final Payment**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 02220 – REMOVALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

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

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 PREPARATION

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

#### 3.2 CONSTRUCTION LIMITS

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

#### 3.3 EXISTING SIGNAGE

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

### END OF SECTION

## SECTION 02230 – SITE CLEARING AND GRUBBING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 CLEARING AND GRUBBING

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

**END OF SECTION**

## SECTION 02300 – EXCAVATION AND EMBANKMENT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

#### 1.2 SITE COMPACTION TESTING

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

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

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

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

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

## **PART 3 – EXECUTION**

### **3.1 GENERAL**

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

**END OF SECTION**

**SECTION 02335 – SUBGRADE**

**PART 1 – GENERAL**

**1.1 PROJECT DESCRIPTION**

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

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

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.1 INSTALLATION**

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

**END OF SECTION**

## SECTION 02337 – DIG OUT REPAIR

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02370 – ROCK BLANKET

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

**END OF SECTION**

## SECTION 02630 – STORM DRAINAGE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

**Except:**

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

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

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

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

**END OF SECTION**

## SECTION 02720 – AGGREGATE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

### END OF SECTION

## SECTION 02739 – PRIME/TACK COATS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

**END OF SECTION**

## SECTION 02740 – ASPHALTIC CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

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

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

#### 1.3 QUALITY CONTROL

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

**END OF SECTION**

## SECTION 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**

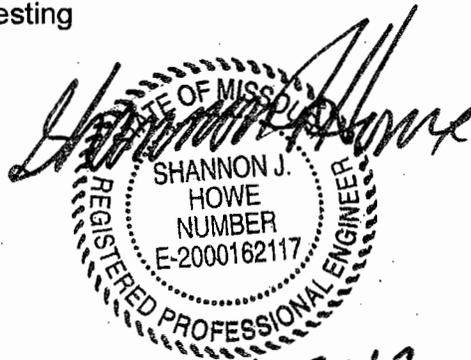
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## JOB SPECIAL PROVISIONS

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

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- B. Work Zone Traffic Management Plan
- C. Environmental Permits-Red Rock Road Bridge
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- E. Coordination Between Owner and Contractor
- F. Landowner Requests-Red Rock Road Bridge
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01-24-2018

## **A. GENERAL**

**1.0** Except as may be otherwise provided for by the Job Special Provisions and the plans, the work shall be done in accordance with the Missouri Standard Specifications for Highway Construction, dated 2011, and its revisions. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

**2.0** For the entirety of this project, Section 108.7.2.1 shall not apply.

**3.0** For the entirety of this project, Section 108.8.1.2a shall not apply

## **B. WORK ZONE TRAFFIC MANAGEMENT PLAN**

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

### **2.0 Traffic Management Schedule**

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

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

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

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

### **3.0 Work Hour Restrictions.**

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

### **4.0 Detours and Lane Closures.**

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

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

**5.0 Basis of Payment.** Payment will be made to the contractor to recover

the cost of equipment, labor, materials or time required to fulfill the above provisions. Payment for Traffic Control will be paid Lump Sum as indicated on the Bid Form.

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C. ENVIRONMENTAL PERMITS-RED ROCK ROAD BRIDGE

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

**From Engineering Policy Guide**

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

Borrow Sites    Haul Roads

Burn Pits        Staging Areas

and Spoil Sites

at project-specific locations.

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

**127.27.1 The Endangered Species Act**

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

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

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

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

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

### **127.27.2 Floodplain/Regulatory Floodway**

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

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more

than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "No-Rise" Certification, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

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

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

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

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

### **127.27.7 Hazardous Waste Sites**

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

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

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

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

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

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

### 127.27.9 Public Land

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

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

All submittals should be made to Boone County Resource Management instead of MoDOT.

### MEASUREMENT & PAYMENT

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

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DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, KANSAS CITY DISTRICT  
MISSOURI STATE REGULATORY OFFICE  
515 EAST HIGH STREET, #202  
JEFFERSON CITY, MISSOURI 65101

11 April 2017

Missouri State Regulatory Office  
NWK-2016-00447  
Boone County, Missouri, NWP #14

Mr. Shannon Howe  
Howe Company, LLC  
1119 South Missouri Street, Suite A  
Macon, Missouri 63552

Dear Mr. Howe:

This letter pertains to an application submitted on behalf of Mr. Derin Campbell, Boone County Resource Management Chief Engineer, for a Department of the Army (DA) permit. It was received on 17 March 2017. The project was previously verified for a 2012 NWP. The project proposes to replace an existing culvert crossing with a single span bridge. Three existing eight foot diameter culverts and soil fill will be removed from the stream channel. A new 72 foot single span steel girder bridge will be built within the existing alignment. The stream banks will be graded at a 2:1 slope and 731 cubic yards of rock blanket will be placed for erosion control. The rock blanket will extend approximately 35 feet upstream and 70 downstream from the centerline of the bridge. This will involve the placement of fill material within Reeder Creek. The project is located in Section 28, Township 50 North, Range 13 West, rural Boone County, Missouri (Lat. 39.098656, Long. -92.392656).

We have reviewed the information furnished and have determined that your project is authorized by nationwide permit (NWP) #14, provided you ensure that the conditions listed in the enclosed copy of excerpts from the January 6, 2017 Federal Register, Issuance of Nationwide Permits, are met. You must also comply with the Kansas City District Regional NWP Conditions posted at: <http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/NationWidePermits.aspx>

The Missouri Department of Natural Resources has certified that this NWP will not violate existing state water quality standards provided you comply with the conditions included in their attached certification document. All conditions included in the water quality certification become conditions of the NWP authorization. Please review all conditions associated with this NWP. If you have any questions concerning state water quality standards or compliance issues with the associated certification conditions, please contact the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, Missouri 65102-0176. You may also contact the office at 573-526-3589 or by email at [wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov).

**General condition 30** requires you to sign and submit the enclosed "Compliance Certification" within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

This NWP verification is valid until March 18, 2022. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit determination. Although the Corps has verified your project would meet the terms and conditions of a nationwide permit, other Federal, state and/or local permits may be required. You should verify this yourself.

In addition to the general conditions of this permit verification, the following special condition applies to this permit:

Please be aware that the endangered Gray bat (*Myotis grisescens*), endangered Indiana bay (*Myotis sodalis*), and threatened Northern long-eared Bat (*Myotis septentrionalis*) may be present within your project area. To “not adversely affect” the listed species, the permittee shall avoid cutting and clearing trees within the project area during the bats’ active season March 31 – November 1. If you anticipate timber clearing outside these dates, please contact the Corps of Engineers, Regulatory Branch, for further consultation with the U.S. Fish and Wildlife Service.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, Corps of Engineers Regulatory Program. Please feel free to complete an electronic version of our Customer Service Survey form on our website at: [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). You may also call and request a paper copy of the survey which you may complete and return to us by mail or fax.

Anthony Koch, Regulatory Specialist, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Anthony Koch at (816) 389-3828 or email at [anthony.j.koch@usace.army.mil](mailto:anthony.j.koch@usace.army.mil). Please reference Permit No. 2016-00447 in all comments and/or inquiries relating to this project.

Enclosures

cc (electronically w/o enclosures):

Environmental Protection Agency,  
Watershed Planning and Implementation Branch  
U.S. Fish and Wildlife Service, Columbia, Missouri  
Missouri Department of Natural Resources,  
Water Protection Program  
State Historic Preservation Office  
Missouri Department of Conservation

**COMPLIANCE CERTIFICATION**

General condition 30 of this Nationwide Permit requires that you submit a signed certification regarding the completed work and any required mitigation. This certification page satisfies this condition if it is provided to the Kansas City District at the address shown at the bottom of this page within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

**APPLICATION NUMBER:** NWK-2016-00447

**APPLICANT:** Mr. Derin Campbell  
Boone County Resource Management Chief Engineer  
801 East Walnut, Room 315  
Columbia, Missouri 65201

**PROJECT LOCATION:** In/over Reeder Creek, Section 28, Township 50 North, Range 13 West, rural Boone County, Missouri (Lat. 39.098656, Long. -92.392656).

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

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

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

Return this certification to:

U.S. Army Corps of Engineers  
Missouri State Regulatory Office  
515 East High Street, Suite 202  
Jefferson City, Missouri 65101-3261

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**Nationwide Permit No. 14**  
**Linear Transportation Projects.**

Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district

engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

**Excerpts from the January 6, 2017 Federal Register  
Nationwide Permit General Conditions**

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements.

No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas.

Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas.

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds.

No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material.

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes.

No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments.

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows.

To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains.

The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment.

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls.

Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills.

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance.

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project.

The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights.

No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate

documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA

section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

#### 19. Migratory Birds and Bald and Golden Eagles.

The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

#### 20. Historic Properties.

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include

ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management.

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions.

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits.

The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications.

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

\_\_\_\_\_  
(Transferee)

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

### 30. Compliance Certification.

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

### 31. Activities Affecting Structures or Works Built by the United States.

If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

### 32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

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## MISSOURI NATIONWIDE PERMIT REGIONAL CONDITIONS

### For All Nationwide Permits

**1. Stream Crossings.** In addition to requirements of General Condition 2 and General Condition 9 of the Nationwide Permits, the following guidelines for stream crossings apply for regulated activities in waters of the United States. The guidelines are available at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC1Streams.pdf>.

- Corps Districts may waive Regional Condition 1 when project site geomorphology (i.e. bedrock, gradient) or existing alterations (i.e. adjacent impoundment, as part of a dry detention basin) creates conflict with the guidelines. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

**2. Seasonal Restrictions for Activities Proposed in Spawning Areas.** In addition to the requirements of General Condition 3 of the Nationwide Permits, the following specific seasonal restrictions apply for regulated activities in waters of the United States. Between the closed dates listed in the Missouri Combined Stream Spawning List, the permittee must not excavate from or discharge into the listed waters. The list of waters with seasonal restrictions is available on request from the Corps or at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC2SpawningList.pdf>.

- Corps Districts may waive Regional Condition 2 when the applicant demonstrates imminent threats to public safety and health, or to property. The Corps will consult with the U.S. Fish and Wildlife Service and Missouri Department of Conservation before granting the waiver and may add additional special conditions to protect aquatic life during the operation. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

**3. Invasive and Exotic Species.** Plant species listed at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MOInvasivePlants.pdf>

shall not be used for revegetation unless this requirement is waived by the district engineer based on a case specific analysis of the revegetation plan. Best management practices should be used to reduce the risk of transferring invasive plant and animal species to or from the project site. Best management practices can be found at: <http://www.invasivespeciesinfo.gov/toolkit/prevention.shtml>. Known zebra mussel waters within Missouri can be found at:

[https://huntfish.mdc.mo.gov/sites/default/files/downloads/zebraapril2013\\_0.pdf](https://huntfish.mdc.mo.gov/sites/default/files/downloads/zebraapril2013_0.pdf).

**4. Suitable Material.** In addition to the specific examples in General Condition 6 of the Nationwide Permits, the following materials are not suitable for fill activities in waters of the United States: vehicle bodies, construction or demolition debris, asphalt in any form, garbage, tires, treated lumber products that do not comply with the Registration Documents issued by the U.S. Environmental Protection Agency (USEPA) under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) and that are not in accordance with standards issued by American Wood Protection Association of the International Code Council, liquid concrete not poured into forms, grouted riprap, bagged cement and sewage or organic waste.

Broken concrete used as bank stabilization must be reasonably well graded, consisting of pieces varying in size from 20 pounds up to and including at least 150 pound pieces to withstand expected high flows. Applicants must break all large slabs to conform to the well graded requirement.

Generally, the maximum weight of any piece should not be more than 500 pounds. Gravel and dirt should not exceed 15% of the total fill volume when using broken concrete as fill. All protruding reinforcement rods, trash, asphalt, and other extraneous materials must be removed from the broken concrete prior to placement in waters of the United States.

**5. Priority Watersheds.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in a priority watershed. The list of priority watersheds requiring notification is available on request from the Corps or at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/PriorityWatersheds.pdf>

**6. Special Aquatic Resources.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity which may impact a jurisdictional fen, seep or bog of any size.

**7. Sensitive Aquatic Species.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in waters listed at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC7AquaticSpecies.pdf>

The submitted preconstruction notification will be coordinated in accordance with General Condition 32(d) with the U.S. Fish and Wildlife Service as determined appropriate by the Corps.

#### **For Specific Nationwide Permits:**

**8. NWP 12 – Utility Line Activities.** The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is in a special aquatic site or when new utility line construction activities have multiple crossings of the same stream and/or parallel a stream. The preconstruction notification must include a revegetation plan for impacted wetlands and riparian areas in accordance with Regional Condition 3. Where preconstruction notification is required for utility line activities within streams, the submittal must include site-specific plans for the stabilization of disturbed channel bed and bank areas.

**9. NWP 23 – Approved Categorical Exclusions.** The applicant must provide preconstruction notification to the District Engineer for all regulated Nationwide Permit 23 activities in waters of the United States. In addition to information required by General Condition 32, the applicant must identify the approved categorical exclusion that applies and provide documentation that the project fits the categorical exclusion.

**10. NWP 27 – Stream and Wetland Restoration Activities.** The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is associated with impacts to forested wetlands.

**11. NWP 44 – Mining Activities.** Nationwide Permit 44 cannot be used to authorize in-stream mining projects, including in-stream sand and gravel mining operations.

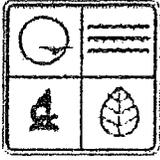
**12. Requirements for Waiver of 300 Linear Foot Limit Associated with NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52 and all Waiver Limits Associated with NWP 13.** Waiver considerations for NWP 13 include activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharge of dredged or fill material into special aquatic sites. The applicant must

request the waiver in writing and provide documentation and environmentally based reasons to support the waiver request in accordance with the requirements of General Condition 32(d) for making waiver determinations.

**13. Lake of the Ozarks:** The applicant must provide a preconstruction notification to the District Engineer for any regulated activity associated with Nationwide Permits 3, 7, 12, 14, 15, 18, 22, 27, 33 and 45 within Lake of the Ozarks. A copy of this notification must also concurrently be sent to Ameren Missouri. Nationwide Permits 2, 13, 16, 19, 25, 29, 31, 35, 36, 39, 41 and 44 are revoked in the Lake of the Ozarks. NWP's 1, 9, 10, 11 and 28 are only valid when both Ameren Missouri and the Missouri State Water Patrol have approved the activity. The Corps and Ameren Missouri, regardless of the request to use any Nationwide Permit, may verify the activity under the provisions of Regional General Permit 38M <http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/permits/2016-07-05GP-38M.pdf>. Additional information on Ameren Missouri and Lake of the Ozarks permit requirements can be found at the following webpage: <https://www.ameren.com/missouri/lake-of-the-ozarks>.

**Note: Preconstruction Notification to the District Engineer must be in accordance with General Condition 32 of the Nationwide Permits.**

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# Missouri Department of Natural Resources

## CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION 2017 GENERAL AND SPECIFIC CONDITIONS

Water Protection Program

03/2017

Division of Environmental Quality Acting Director: Steve Feeler

PUB02235

Consistent with Section 401 of the Clean Water Act, these precertified conditions are designed to ensure activities carried out under Nationwide Permits (NWP) authorized by the U.S. Army Corps of Engineers (USACE) do not violate Missouri Water Quality Standards at 10 CSR 20-7.031, resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability or impacts to the biological and chemical integrity of the waters. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this document apply to those authorized projects where the applicant has chosen to accept these conditions instead of pursuing an individual Clean Water Act Section 401 Water Quality Certification (WQC) for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 7, 15, 18, 23, 25, 27, 29, 30, 31, 36, 39, 40, 43, 45, and 46.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 6, 7, 12, 13, 14, 16, 19, 20, 22, 33, 41, 42, 53 and 54.

Alternatively, an applicant may apply for individual WQC if they do not wish to accept the conditions outlined in this document.

Projects authorized by NWPs 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51 and 52 require individual WQC by the Department of Natural Resources.

NWPs 1, 2, 8, 9, 10, 11, 28 and 35 authorize projects under Section 10 of the Rivers and Harbors Act of 1899 only. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the agency determines the activity is likely to result in a discharge during construction or operation, the Department of Natural Resources has the discretion to require a WQC for a Section 10 activity. The USACE will advise a Section 10 permit applicant that they may need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Chapter 644.037, RSMo, the Department of Natural Resources shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri.

Pursuant to Chapter 644.038, RSMo, the Department of Natural Resources certifies all NWPs for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2016 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

### GENERAL CONDITIONS

1. NWPs shall not allow the filling of jurisdictional springs such as those associated with a water body's point of origin or located in a streambed.
2. Acquisition of NWPs and the attendant WQCs shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Department of Natural Resources' regional office in the project area. A regional office map with contact information can be located at [www.dnr.mo.gov/regions/regions.htm](http://www.dnr.mo.gov/regions/regions.htm).

3. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.
4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436 or website at <http://dnr.mo.gov/env/esp/esp-eer.htm>.
5. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected such as for bank stabilization, and shall not be used due to their potential to cause violations of the general and numeric criteria of the Water Quality Standards:
  - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the "Missouri Nationwide Permit Regional Conditions" (updated link based on 2017 regional condition revisions) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows.
  - b. Concrete with exposed rebar.
  - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
  - d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
  - e. Any material containing chemicals that would result in violation of water quality standards.
6. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. A vegetated riparian buffer strip shall be maintained during all stages of the project, including post-construction, from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of these NWP's, lack of ownership or control of any portion of the riparian buffer strip may be considered a legitimate and discretionary cause to waive this requirement on that portion.
7. An individual WQC is required for any NWP issued on a water that is:
  - a. Listed for a sediment-related impairment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at <http://dnr.mo.gov/env/wpp/waterquality/303d/303d.htm>; or
  - b. Located in or occur within two miles upstream of a designated outstanding state or national resource water as found in 10 CSR 20-7.031, Tables D and E at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.

The Department of Natural Resources' geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at [msdis.missouri.edu/](http://msdis.missouri.edu/). Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department of Natural Resources' Water Protection Program at 573-522-4502.
8. Discharge to designated metropolitan no-discharge streams is prohibited, except as specifically permitted under the Water Quality Standards, 10 CSR 20-7.031, and non-contaminated stormwater flows. No water contaminant except uncontaminated cooling water, permitted stormwater discharges in compliance with permit conditions, and excess wet-weather bypass discharges not interfering with beneficial uses should be discharged to the watersheds of streams listed in 10 CSR 20-7.031, Table F at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.
9. A stream's pattern, profile and dimension, including but not limited to sinuosity, slope and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion.
10. NWP's authorized by the USACE for which the district engineer waives the impact limit related to linear feet (LF) or width shall require notification to the Department of Natural Resources. The Department of Natural Resources shall respond within 15 calendar days whether or not individual WQC would be required. This is applicable to NWP's 13, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52 and 54.

11. Proposed projects authorized by the USACE and containing a waiver of any "Missouri Nationwide Permit Regional Condition," except Regional Conditions 2, 3 and 7, shall require an individual WQC by the state.
12. Representatives from the Department of Natural Resources shall be allowed upon request on the project property, which includes the site(s) where the authorized activity takes place and any associated compensatory mitigation site(s), to inspect the authorized activity and mitigation efforts as deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions and water quality standards. The applicant or their consultant shall submit any requested information deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions.
13. After avoidance and minimization for the project, all unavoidable, adverse impacts shall be mitigated appropriately based on type and extent of impact.
  - a. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and/or other mitigation guidance approved for use in Missouri. Mitigation guidance documents can be located online at [www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri](http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri).
  - b. Mitigation shall be within the state of Missouri.
  - c. The applicant shall comply with the higher value of compensatory mitigation required by either the Department of Natural Resources or the USACE, but not both unless explicitly noted.
  - d. Stream impacts shall require compensatory mitigation with only in-stream or riparian corridor credits, unless the Department of Natural Resources agrees to an alternative.
14. Antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4); Page 15 at <http://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>].
15. Channelization of streams is not allowed under this precertification:
  - a. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow.
  - b. Bank stabilization activities along one bank of a stream are permitted, including but not limited to, bank sloping and riprapping.
  - c. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is prohibited.
16. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin.
17. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

#### **SPECIFIC CONDITIONS**

18. Nationwide Permit 3 Maintenance
  - a. Silt, sediment and debris removal shall be limited to a maximum of 100 LF upstream and 100 LF downstream of structures.
  - b. During dewatering, water shall not be returned directly to the water way but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 cfs or less, return may be made directly to the stream.
19. Nationwide Permit 4 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities  
Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.

20. Nationwide Permit 6 Survey Activities  
Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the water way, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.
21. Nationwide Permit 7 Outfall Structures and Associated Intake Structures  
WQC does not replace or negate the need to obtain any required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components including outfall structures; permits to release wastewater effluents; or for the construction of components related to public water supplies including intake structures as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).
22. Nationwide Permit 12 Utility Line Activities
- For utility crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport.
  - Material resulting from activity may not be temporarily side-cast into waters of the state for more than one month.
  - Directional boring to avoid impacts to waters of the state is recommended.
  - Drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-522-4502. Restoration of the impacted water(s) may be required.
  - Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.
  - New utilities lines, when considering the project as a whole, which (1) Cross more than one jurisdictional water resulting in greater than 500 LF and/or 0.50 acre of impact to jurisdictional waters as a project total, and (2) Travel through more than two county jurisdictions or more than one state jurisdiction shall be viewed as a whole project in the WQC process and require individual WQC of all crossings, except crossings utilizing directional boring.
23. Nationwide Permit 13 Bank Stabilization  
Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. The permittee shall invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.
24. Nationwide Permit 14 Linear Transportation Projects
- The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
  - Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.
25. Nationwide Permit 16 Return Water from Upland Contained Disposal Areas  
These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
26. Nationwide Permit 19 Minor Dredging  
These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
27. Nationwide Permit 20 Response Operations for Oil and Hazardous Substances
- These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
  - Oil and hazardous substance releases are to be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases.

28. Nationwide Permit 22 Removal of Vessels

Use of this NWP in Missouri is limited to removal actions only and shall not be used for any disposal of vessel.

29. Nationwide Permit 33 Temporary Construction, Access and Dewatering

- a. The use of this NWP shall be limited to impacts of six months or less in duration.
- b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project.

30. Nationwide Permit 41 Reshaping Existing Drainage Ditches

- a. Material from the reshaping activities shall not be side-cast into any jurisdictional waters.
- b. Removal of vegetation shall be the minimum necessary to conduct approved activity except for the removal of invasive or noxious species. The Department of Natural Resources encourages deep-rooted vegetation to be maintained on at least one side of the water way to protect water quality; for example, leaving trees on the west side to prevent temperature exceedances in the water way.

31. Nationwide Permit 42 Recreational Facilities

The vegetated riparian buffer strip to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

32. Nationwide Permit 53 Removal of Low-Head Dams

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam.
- c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

33. Nationwide Permit 54 Living Shorelines

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. Invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

Applications for WQC should be sent to the Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to [wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov). A complete application consists of the application submitted to the USACE as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans [Section 644.026.26, RSMo and 10 CSR 20-6.060(5)].

An issued WQC becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC. Consultation with the Department of Natural Resources is required should the permit require modification. Not all permit modifications require the WQC to be modified or reissued. For example when a permit expiration date is extended or the permit is reissued and there are no changes to the original project or water quality standards, the WQC may remain valid for that project.

The Department of Natural Resources encourages, but does not require the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: [www.epa.gov/owow/NPS/lid/](http://www.epa.gov/owow/NPS/lid/) and [www.lid-stormwater.net/lid\\_techniques.htm](http://www.lid-stormwater.net/lid_techniques.htm).

The Department of Natural Resources encourages the use of native vegetation to protect impacted areas from future water quality concerns. Native vegetation has evolved with Missouri's geology, climate and wildlife to occur within a region as a result of natural processes rather than human intervention. For areas where direct impacts to streams are to be avoided, the Department of Natural Resources recommends a minimum riparian buffer strip width of 50 feet as measured from top of bank.

The following publication provides guidance on how to protect water quality through Best Management Practices on project sites. For more information, please read: "Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas" dated January 2011 and located online at <http://dnr.mo.gov/env/wpp/wpcp-guide.htm>.

To help determine if a proposed activity could encounter species or sites of conservation concern within or near a project, including those that have not been recorded, the applicant is encouraged to visit:

- Missouri Department of Conservation's "Natural Heritage Review" website at <https://naturalheritagereview.mdc.mo.gov/>, and
- U.S. Fish and Wildlife Service's "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the U.S. Fish and Wildlife Service.

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For more information  
Missouri Department of Natural Resources  
Water Protection Program  
P.O. Box 176  
Jefferson City, MO 65102-0176  
[wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov)  
800-361-4827 or 573-522-4502  
<http://www.dnr.mo.gov/env/wpp>

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**FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION**

Application No. F391 Date: 4-13-2016

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

Boone County 4-11-2016 Same - Boone County  
 Owner or Agent Date Builder Date  
 801 E. Walnut, Rm. 315  
 Address Columbia, MO 65201 Address  
 573-886-4480 Phone  
 Phone

**SITE DATA**

- Location: 1/4; NW 1/4; Section 28; Township 50N; Range 13W  
 Street Address West Red Rock Road
- Type of Development: Filling  Grading  Excavation  Minimum Improvement   
 Routine Maintenance  Substantial Improvement  New Construction  Other
- Description of Development: Removal of existing 8' diameter culverts (3). Replace with a new 22'-0" long steel girder bridge.
- Premises: Structure Size 22'-0" ft. By 28'-2" ft. Area of Site \_\_\_\_\_ Sq Ft  
 Principal Use Public Road Accessory Uses (storage, parking, etc.) None
- Value of Improvement (fair market) \$ 360,000 Pre-Improvement/Assessed Value of Structure \$ Unknown
- Property Located in a Designated FLOODWAY? Yes  No

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

- Property Located in a Designated Floodplain FRINGE? Yes  No  Zone A
  - Elevation of the 100-Year Flood (ID source) 548.37 Project Datum by Analysis NGVD/NAVD
  - Elevation of the Proposed Development Site 571.16 - 572.26 Top of Deck - Project Datum NGVD/NAVD
  - Local Ordinance Elevation/Floodproofing Requirement \_\_\_\_\_ NGVD/NAVD
  - Other Floodplain Elevation Information (ID and describe source) Site is in a FEMA Zone A
12. Other Permits Required? Corps of Engineer 404 Permit: Yes  No  Provided   
 State Department of Natural Resources 401 Permit: Yes  No  Provided   
 Environmental Protection Agency NPDES Permit: Yes  No  Provided

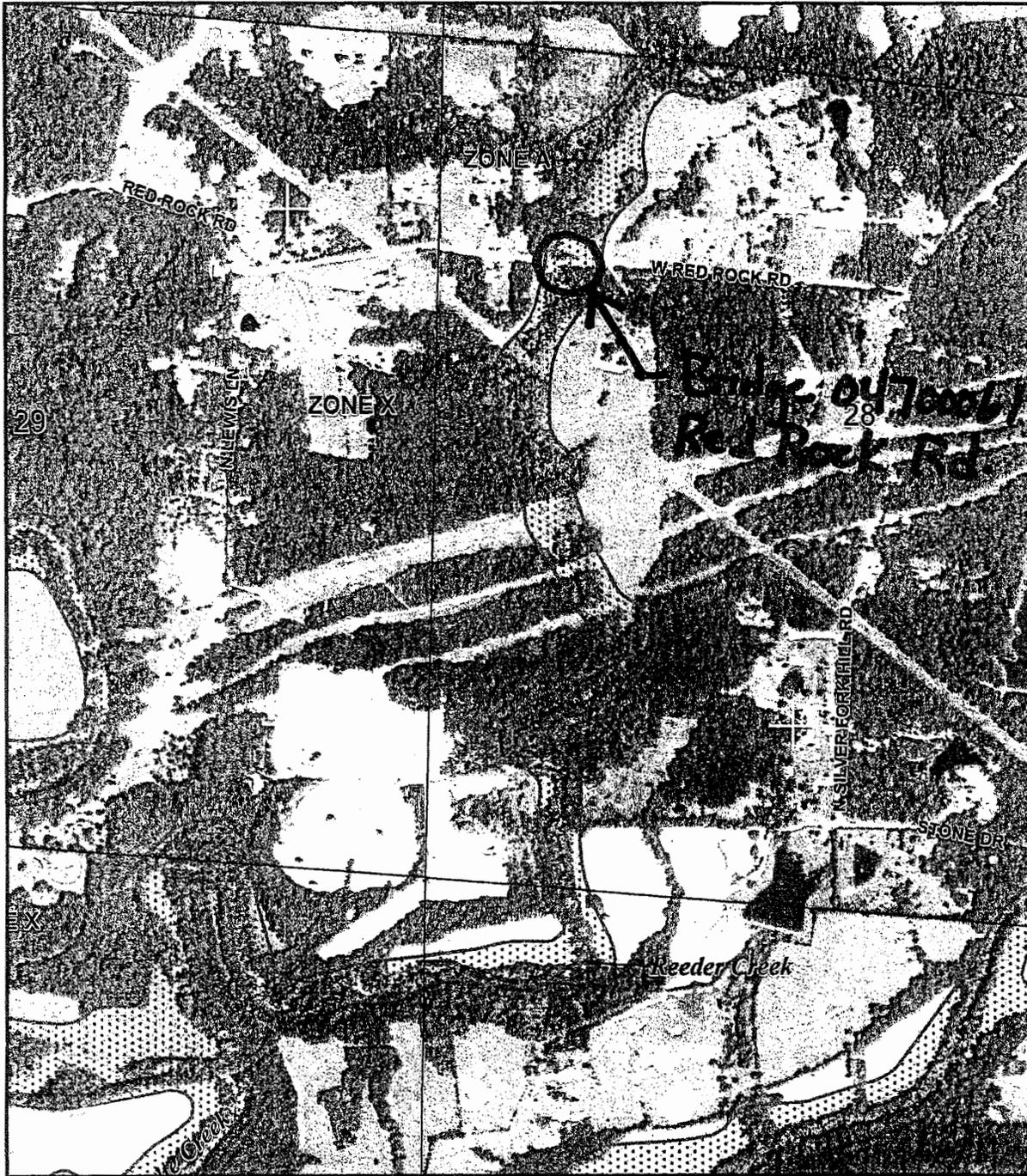
All Provisions of Ordinance Number \_\_\_\_\_, the "Floodplain Management Ordinance", shall be in Compliance.

**PERMIT APPROVAL/DENIAL**

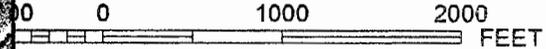
Plans and Specifications Approved/Denied this 13<sup>th</sup> Day of April, 2016  
Shannon Shawver Signature of Developer/Owner Consultant for Boone Co. Shannon Shawver Authorizing Official  
 Print Name and Title Shannon Shawver, Director  
 Print Name and Title Boone County Resource Management

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

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



MAP SCALE 1" = 1000'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0135D

**FIRM**  
FLOOD INSURANCE RATE MAP

**BOONE COUNTY,  
MISSOURI  
AND INCORPORATED AREAS**

**PANEL 135 OF 470**  
(SEE LOCATOR DIAGRAM OR MAP INDEX  
FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
BOONE COUNTY	290034	0135	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER**  
29019C0135D

**EFFECTIVE DATE**  
MARCH 17, 2011

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



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

May 6, 2016 -- Page 1 of 2

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

SHANNON HOWE HOWE COMPANY, LLC 1119 SOUTH MISSOURI ST., STE. A MACON, MO 63552	<b>Project type:</b>	BRIDGE
	<b>Location/Scope:</b>	T50N R13W S28
	<b>County:</b>	BOONE
	<b>Query reference:</b>	BOONE COUNTY BRIDGE 04700061
	<b>Query received:</b>	4/11/2016

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

**Level 3 issues: Records of federal-listed (these are also state-listed) species or critical habitats near the project site:**

Natural Heritage records identify Gray bats (*Myotis grisescens*, federal and state-listed endangered) occur approximately 1.83 miles from the project area. Gray bats forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream. See <http://mdc.mo.gov/104> for best management recommendations.

Indiana bats (*Myotis sodalis*, federal and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) also occur in Boone County and could occur within the project area. Both species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats, especially from September to April. **If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

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

**Level 2 issues: Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.**

Natural Heritage records identify no state-listed endangered species, state-ranked species and/or natural communities within the project area.

See <http://mdc.mo.gov/sites/default/files/resources/2010/04/2015speciesconcern.pdf> for a complete list of species and communities of conservation concern.

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

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

- Boone County has known karst geologic features (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area.
- Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. See link regarding Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers.
  - ◆ Avoid disturbance to stream banks and riparian areas. Channel modification, flow interruption or bank modification should occur only in compliance with conditions established in permits required under the federal Clean Water Act.
  - ◆ Grade and seed disturbed areas as soon as possible to minimize erosion. Native grasses and wildflowers are recommended for plantings compatible with the local native landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.
  - ◆ All temporary in-channel fills that could impound water should be culverted. Culverts should (a) maintain at least six inches of water and (b) not create water velocities in excess of two feet per second during average annual discharges. A drop between the downstream end of the culverts and the downstream water surface should not occur at any time. Conditions provided within the USACE Clean Water Act Section 404 permit, if required (<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/moregoffices.pdf>), should help minimize impacts to the aquatic organisms within the area.
  - ◆ Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.
  - ◆ Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
  - ◆ Drain water from boats and machinery that has operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
  - ◆ When possible, wash and rinse equipment thoroughly with hard spray or HOT water ( $\geq 140^{\circ}$  F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

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

**D. ENVIRONMENTAL PERMITS-MT. ZION CHURCH ROAD BRIDGE**

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

**From Engineering Policy Guide**

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

Borrow Sites    Haul Roads

Burn Pits        Staging Areas

and Spoil Sites

at project-specific locations.

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

**127.27.1 The Endangered Species Act**

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

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

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

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

### **127.27.2 Floodplain/Regulatory Floodway**

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

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

Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "No-Rise" Certification, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

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

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

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

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

### **127.27.7 Hazardous Waste Sites**

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

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

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

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

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

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

### **127.27.9 Public Land**

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

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

All submittals should be made to Boone County Resource Management instead of MoDOT.

### **MEASUREMENT & PAYMENT**

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

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DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, KANSAS CITY DISTRICT  
MISSOURI STATE REGULATORY OFFICE  
515 EAST HIGH STREET, #202  
JEFFERSON CITY, MISSOURI 65101

13 April 2017

Missouri State Regulatory Office  
NWK-2016-00448  
Boone County, Missouri, NWP #14

Mr. Shannon Howe  
Howe Company, LLC  
1119 South Missouri Street, Suite A  
Macon, Missouri 63552

Dear Mr. Howe:

This letter pertains to an application submitted on behalf of Mr. Derin Campbell, Boone County Resource Management Chief Engineer, for a Department of the Army (DA) permit. It was received on 17 March 2017. The project was previously verified for a 2012 NWP. The project proposes to replace an existing culvert crossing with a single span bridge. Three existing eight foot diameter culverts and soil fill will be removed from the stream channel. A new 67 foot single span steel girder bridge will be built within the existing alignment. The stream banks will be graded at a 2:1 slope and 400 cubic yards of rock blanket will be placed for erosion control. The rock blanket will extend approximately 40 feet upstream and 70 downstream from the centerline of the bridge. Improvements will be made to the roadway as it approaches the bridge. This will involve the placement of fill material within Hinkson Creek. The project is located in Section 36, Township 50 North, Range 12 West, rural Boone County, Missouri (Lat. 39.073458, Long. -92.217233)

We have reviewed the information furnished and have determined that your project is authorized by nationwide permit (NWP) #14, provided you ensure that the conditions listed in the enclosed copy of excerpts from the January 6, 2017 Federal Register, Issuance of Nationwide Permits, are met. You must also comply with the Kansas City District Regional NWP Conditions posted at: <http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/NationWidePermits.aspx>

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

**General condition 30** requires you to sign and submit the enclosed "Compliance Certification" within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

This NWP verification is valid until March 18, 2022. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit determination. Although the Corps has verified your project would meet the terms and conditions of a nationwide permit, other Federal, state and/or local permits may be required. You should verify this yourself.

In addition to the general conditions of this permit verification, the following special condition applies to this permit:

Please be aware that the endangered Gray bat (*Myotis grisescens*), endangered Indiana bay (*Myotis sodalis*), and threatened Northern long-eared Bat (*Myotis septentrionalis*) may be present within your project area. To “not adversely affect” the listed species, the permittee shall avoid cutting and clearing trees within the project area during the bats’ active season March 31 – November 1. If you anticipate timber clearing outside these dates, please contact the Corps of Engineers, Regulatory Branch, for further consultation with the U.S. Fish and Wildlife Service.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, Corps of Engineers Regulatory Program. Please feel free to complete an electronic version of our Customer Service Survey form on our website at: [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). You may also call and request a paper copy of the survey which you may complete and return to us by mail or fax.

Anthony Koch, Regulatory Specialist, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Anthony Koch at (816) 389-3828 or email at [anthony.j.koch@usace.army.mil](mailto:anthony.j.koch@usace.army.mil). Please reference Permit No. 2016-00448 in all comments and/or inquiries relating to this project.

Enclosures

cc (electronically w/o enclosures):

Environmental Protection Agency,  
Watershed Planning and Implementation Branch  
U.S. Fish and Wildlife Service, Columbia, Missouri  
Missouri Department of Natural Resources,  
Water Protection Program  
State Historic Preservation Office  
Missouri Department of Conservation

**COMPLIANCE CERTIFICATION**

General condition 30 of this Nationwide Permit requires that you submit a signed certification regarding the completed work and any required mitigation. This certification page satisfies this condition if it is provided to the Kansas City District at the address shown at the bottom of this page within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

**APPLICATION NUMBER:** NWK-2016-00448

**APPLICANT:** Mr. Derin Campbell  
Boone County Resource Management Chief Engineer  
801 East Walnut, Room 315  
Columbia, Missouri 65201

**PROJECT LOCATION:** In/over Hinkson Creek, Section 36, Township 50 North, Range 12 West, rural Boone County, Missouri (Lat. 39.073458, Long. -92.217233)

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

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

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

Return this certification to:

U.S. Army Corps of Engineers  
Missouri State Regulatory Office  
515 East High Street, Suite 202  
Jefferson City, Missouri 65101-3261

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**Nationwide Permit No. 14**  
**Linear Transportation Projects.**

Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

**Note 1:** For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

**Note 2:** Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

**Note 3:** For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district

engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

**Excerpts from the January 6, 2017 Federal Register  
Nationwide Permit General Conditions**

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements.

No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas.

Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas.

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds.

No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material.

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes.

No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments.

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows.

To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains.

The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment.

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls.

Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills.

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance.

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project.

The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights.

No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate

documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA

section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

#### 19. Migratory Birds and Bald and Golden Eagles.

The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

#### 20. Historic Properties.

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include

background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

#### 21. Discovery of Previously Unknown Remains and Artifacts.

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or

remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

## 22. Designated Critical Resource Waters.

Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

## 23. Mitigation.

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

#### 24. Safety of Impoundment Structures.

To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

#### 25. Water Quality.

Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to

ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management.

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions.

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits.

The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications.

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

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(Transferee)

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(Date)

### 30. Compliance Certification.

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

### 31. Activities Affecting Structures or Works Built by the United States.

If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

### 32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided

results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form

must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

#### D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district

Generally, the maximum weight of any piece should not be more than 500 pounds. Gravel and dirt should not exceed 15% of the total fill volume when using broken concrete as fill. All protruding reinforcement rods, trash, asphalt, and other extraneous materials must be removed from the broken concrete prior to placement in waters of the United States.

**5. Priority Watersheds.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in a priority watershed. The list of priority watersheds requiring notification is available on request from the Corps or at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/PriorityWatersheds.pdf>

**6. Special Aquatic Resources.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity which may impact a jurisdictional fen, seep or bog of any size.

**7. Sensitive Aquatic Species.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in waters listed at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC7AquaticSpecies.pdf>

The submitted preconstruction notification will be coordinated in accordance with General Condition 32(d) with the U.S. Fish and Wildlife Service as determined appropriate by the Corps.

**For Specific Nationwide Permits:**

**8. NWP 12 – Utility Line Activities.** The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is in a special aquatic site or when new utility line construction activities have multiple crossings of the same stream and/or parallel a stream. The preconstruction notification must include a revegetation plan for impacted wetlands and riparian areas in accordance with Regional Condition 3. Where preconstruction notification is required for utility line activities within streams, the submittal must include site-specific plans for the stabilization of disturbed channel bed and bank areas.

**9. NWP 23 – Approved Categorical Exclusions.** The applicant must provide preconstruction notification to the District Engineer for all regulated Nationwide Permit 23 activities in waters of the United States. In addition to information required by General Condition 32, the applicant must identify the approved categorical exclusion that applies and provide documentation that the project fits the categorical exclusion.

**10. NWP 27 – Stream and Wetland Restoration Activities.** The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is associated with impacts to forested wetlands.

**11. NWP 44 – Mining Activities.** Nationwide Permit 44 cannot be used to authorize in-stream mining projects, including in-stream sand and gravel mining operations.

**12. Requirements for Waiver of 300 Linear Foot Limit Associated with NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52 and all Waiver Limits Associated with NWP 13.** Waiver considerations for NWP 13 include activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharge of dredged or fill material into special aquatic sites. The applicant must

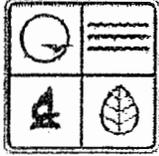
request the waiver in writing and provide documentation and environmentally based reasons to support the waiver request in accordance with the requirements of General Condition 32(d) for making waiver determinations.

**13. Lake of the Ozarks:** The applicant must provide a preconstruction notification to the District Engineer for any regulated activity associated with Nationwide Permits 3, 7, 12, 14, 15, 18, 22, 27, 33 and 45 within Lake of the Ozarks. A copy of this notification must also concurrently be sent to Ameren Missouri. Nationwide Permits 2, 13, 16, 19, 25, 29, 31, 35, 36, 39, 41 and 44 are revoked in the Lake of the Ozarks. NWPs 1, 9, 10, 11 and 28 are only valid when both Ameren Missouri and the Missouri State Water Patrol have approved the activity. The Corps and Ameren Missouri, regardless of the request to use any Nationwide Permit, may verify the activity under the provisions of Regional General Permit 38M

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/permits/2016-07-05GP-38M.pdf>. Additional information on Ameren Missouri and Lake of the Ozarks permit requirements can be found at the following webpage: <https://www.ameren.com/missouri/lake-of-the-ozarks>.

**Note: Preconstruction Notification to the District Engineer must be in accordance with General Condition 32 of the Nationwide Permits.**

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# Missouri Department of Natural Resources

## CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION 2017 GENERAL AND SPECIFIC CONDITIONS

Water Protection Program

03/2017

Division of Environmental Quality Acting Director: Steve Feeler

PUB02235

Consistent with Section 401 of the Clean Water Act, these precertified conditions are designed to ensure activities carried out under Nationwide Permits (NWP) authorized by the U.S. Army Corps of Engineers (USACE) do not violate Missouri Water Quality Standards at 10 CSR 20-7.031, resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability or impacts to the biological and chemical integrity of the waters. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this document apply to those authorized projects where the applicant has chosen to accept these conditions instead of pursuing an individual Clean Water Act Section 401 Water Quality Certification (WQC) for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 7, 15, 18, 23, 25, 27, 29, 30, 31, 36, 39, 40, 43, 45, and 46.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 6, 7, 12, 13, 14, 16, 19, 20, 22, 33, 41, 42, 53 and 54.

Alternatively, an applicant may apply for individual WQC if they do not wish to accept the conditions outlined in this document.

Projects authorized by NWPs 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51 and 52 require individual WQC by the Department of Natural Resources.

NWPs 1, 2, 8, 9, 10, 11, 28 and 35 authorize projects under Section 10 of the Rivers and Harbors Act of 1899 only. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the agency determines the activity is likely to result in a discharge during construction or operation, the Department of Natural Resources has the discretion to require a WQC for a Section 10 activity. The USACE will advise a Section 10 permit applicant that they may need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Chapter 644.037, RSMo, the Department of Natural Resources shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri.

Pursuant to Chapter 644.038, RSMo, the Department of Natural Resources certifies all NWPs for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2016 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

### GENERAL CONDITIONS

1. NWPs shall not allow the filling of jurisdictional springs such as those associated with a water body's point of origin or located in a streambed.
2. Acquisition of NWPs and the attendant WQCs shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Department of Natural Resources' regional office in the project area. A regional office map with contact information can be located at [www.dnr.mo.gov/regions/regions.htm](http://www.dnr.mo.gov/regions/regions.htm).

3. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.
4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436 or website at <http://dnr.mo.gov/env/esp/esp-eer.htm>.
5. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected such as for bank stabilization, and shall not be used due to their potential to cause violations of the general and numeric criteria of the Water Quality Standards:
  - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the "Missouri Nationwide Permit Regional Conditions" (updated link based on 2017 regional condition revisions) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows.
  - b. Concrete with exposed rebar.
  - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
  - d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
  - e. Any material containing chemicals that would result in violation of water quality standards.
6. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. A vegetated riparian buffer strip shall be maintained during all stages of the project, including post-construction, from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of these NWPs, lack of ownership or control of any portion of the riparian buffer strip may be considered a legitimate and discretionary cause to waive this requirement on that portion.
7. An individual WQC is required for any NWP issued on a water that is:
  - a. Listed for a sediment-related impairment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at <http://dnr.mo.gov/env/wpp/waterquality/303d/303d.htm>; or
  - b. Located in or occur within two miles upstream of a designated outstanding state or national resource water as found in 10 CSR 20-7.031, Tables D and E at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.

The Department of Natural Resources' geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at [msdis.missouri.edu/](http://msdis.missouri.edu/). Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department of Natural Resources' Water Protection Program at 573-522-4502.

8. Discharge to designated metropolitan no-discharge streams is prohibited, except as specifically permitted under the Water Quality Standards, 10 CSR 20-7.031, and non-contaminated stormwater flows. No water contaminant except uncontaminated cooling water, permitted stormwater discharges in compliance with permit conditions, and excess wet-weather bypass discharges not interfering with beneficial uses should be discharged to the watersheds of streams listed in 10 CSR 20-7.031, Table F at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.
9. A stream's pattern, profile and dimension, including but not limited to sinuosity, slope and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion.
10. NWPs authorized by the USACE for which the district engineer waives the impact limit related to linear feet (LF) or width shall require notification to the Department of Natural Resources. The Department of Natural Resources shall respond within 15 calendar days whether or not individual WQC would be required. This is applicable to NWPs 13, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52 and 54.

11. Proposed projects authorized by the USACE and containing a waiver of any "Missouri Nationwide Permit Regional Condition," except Regional Conditions 2, 3 and 7, shall require an individual WQC by the state.
12. Representatives from the Department of Natural Resources shall be allowed upon request on the project property, which includes the site(s) where the authorized activity takes place and any associated compensatory mitigation site(s), to inspect the authorized activity and mitigation efforts as deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions and water quality standards. The applicant or their consultant shall submit any requested information deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions.
13. After avoidance and minimization for the project, all unavoidable, adverse impacts shall be mitigated appropriately based on type and extent of impact.
  - a. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and/or other mitigation guidance approved for use in Missouri. Mitigation guidance documents can be located online at [www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri](http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri).
  - b. Mitigation shall be within the state of Missouri.
  - c. The applicant shall comply with the higher value of compensatory mitigation required by either the Department of Natural Resources or the USACE, but not both unless explicitly noted.
  - d. Stream impacts shall require compensatory mitigation with only in-stream or riparian corridor credits, unless the Department of Natural Resources agrees to an alternative.
14. Antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4); Page 15 at <http://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>].
15. Channelization of streams is not allowed under this precertification:
  - a. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow.
  - b. Bank stabilization activities along one bank of a stream are permitted, including but not limited to, bank sloping and riprapping.
  - c. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is prohibited.
16. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin.
17. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

#### **SPECIFIC CONDITIONS**

18. Nationwide Permit 3 Maintenance
  - a. Silt, sediment and debris removal shall be limited to a maximum of 100 LF upstream and 100 LF downstream of structures.
  - b. During dewatering, water shall not be returned directly to the water way but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 cfs or less, return may be made directly to the stream.
19. Nationwide Permit 4 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities  
Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.

20. Nationwide Permit 6 Survey Activities  
Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the water way, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.
21. Nationwide Permit 7 Outfall Structures and Associated Intake Structures  
WQC does not replace or negate the need to obtain any required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components including outfall structures; permits to release wastewater effluents; or for the construction of components related to public water supplies including intake structures as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).
22. Nationwide Permit 12 Utility Line Activities
- For utility crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport.
  - Material resulting from activity may not be temporarily side-cast into waters of the state for more than one month.
  - Directional boring to avoid impacts to waters of the state is recommended.
  - Drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-522-4502. Restoration of the impacted water(s) may be required.
  - Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.
  - New utilities lines, when considering the project as a whole, which (1) Cross more than one jurisdictional water resulting in greater than 500 LF and/or 0.50 acre of impact to jurisdictional waters as a project total, and (2) Travel through more than two county jurisdictions or more than one state jurisdiction shall be viewed as a whole project in the WQC process and require individual WQC of all crossings, except crossings utilizing directional boring.
23. Nationwide Permit 13 Bank Stabilization  
Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. The permittee shall invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.
24. Nationwide Permit 14 Linear Transportation Projects
- The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
  - Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.
25. Nationwide Permit 16 Return Water from Upland Contained Disposal Areas  
These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
26. Nationwide Permit 19 Minor Dredging  
These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
27. Nationwide Permit 20 Response Operations for Oil and Hazardous Substances
- These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
  - Oil and hazardous substance releases are to be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases.

28. Nationwide Permit 22 Removal of Vessels

Use of this NWP in Missouri is limited to removal actions only and shall not be used for any disposal of vessel.

29. Nationwide Permit 33 Temporary Construction, Access and Dewatering

- a. The use of this NWP shall be limited to impacts of six months or less in duration.
- b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project.

30. Nationwide Permit 41 Reshaping Existing Drainage Ditches

- a. Material from the reshaping activities shall not be side-cast into any jurisdictional waters.
- b. Removal of vegetation shall be the minimum necessary to conduct approved activity except for the removal of invasive or noxious species. The Department of Natural Resources encourages deep-rooted vegetation to be maintained on at least one side of the water way to protect water quality; for example, leaving trees on the west side to prevent temperature exceedances in the water way.

31. Nationwide Permit 42 Recreational Facilities

The vegetated riparian buffer strip to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

32. Nationwide Permit 53 Removal of Low-Head Dams

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam.
- c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

33. Nationwide Permit 54 Living Shorelines

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. Invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

Applications for WQC should be sent to the Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to [wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov). A complete application consists of the application submitted to the USACE as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans [Section 644.026.26, RSMo and 10 CSR 20-6.060(5)].

An issued WQC becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC. Consultation with the Department of Natural Resources is required should the permit require modification. Not all permit modifications require the WQC to be modified or reissued. For example when a permit expiration date is extended or the permit is reissued and there are no changes to the original project or water quality standards, the WQC may remain valid for that project.

The Department of Natural Resources encourages, but does not require the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: [www.epa.gov/owow/NPS/lid/](http://www.epa.gov/owow/NPS/lid/) and [www.lid-stormwater.net/lid\\_techniques.htm](http://www.lid-stormwater.net/lid_techniques.htm).

The Department of Natural Resources encourages the use of native vegetation to protect impacted areas from future water quality concerns. Native vegetation has evolved with Missouri's geology, climate and wildlife to occur within a region as a result of natural processes rather than human intervention. For areas where direct impacts to streams are to be avoided, the Department of Natural Resources recommends a minimum riparian buffer strip width of 50 feet as measured from top of bank.

The following publication provides guidance on how to protect water quality through Best Management Practices on project sites. For more information, please read: "Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas" dated January 2011 and located online at <http://dnr.mo.gov/env/wpp/wpcp-guide.htm>.

To help determine if a proposed activity could encounter species or sites of conservation concern within or near a project, including those that have not been recorded, the applicant is encouraged to visit:

- Missouri Department of Conservation's "Natural Heritage Review" website at <https://naturalheritagereview.mdc.mo.gov/>, and
- U.S. Fish and Wildlife Service's "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the U.S. Fish and Wildlife Service.

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For more information  
Missouri Department of Natural Resources  
Water Protection Program  
P.O. Box 176  
Jefferson City, MO 65102-0176  
[wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov)  
800-361-4827 or 573-522-4502  
<http://www.dnr.mo.gov/env/wpp>

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**FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION**

Application No. F392 Date: 4-13-2016

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

Boone County 4-11-2016 Same - Boone County  
 Owner or Agent Date Builder Date  
801 E. Walnut, Rm. 315  
 Address Columbia, MO 65201 Address  
573-886-4480  
 Phone Phone

**SITE DATA**

- Location: SE NE 1/4; SW 1/4; Section 36; Township: 50N; Range 12W  
 Street Address Mt. Zion Road
- Type of Development: Filling  Grading  Excavation  Minimum Improvement   
 Routine Maintenance  Substantial Improvement  New Construction  Other
- Description of Development: Removal of existing 8' diameter culverts and replace with a new 67'-0" x 29'-10" wide bridge.
- Premises: Structure Size 67 ft. By 29'-10" ft. Area of Site \_\_\_\_\_ Sq Ft  
 Principal Use Public road Accessory Uses (storage, parking, etc.) None
- Value of Improvement (fair market) \$ \$350,000 Pre-Improvement/Assessed Value of Structure \$ Unknown
- Property Located in a Designated FLOODWAY? Yes  No

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

- Property Located in a Designated Floodplain FRINGE? Yes  No  (Zone A)
- Elevation of the 100-Year Flood (ID source) 706.14 Project Datum by analysis NGVD/NAVD
- Elevation of the Proposed Development Site 708.01 - 709.18 Top of Deck - Project Datum NGVD/NAVD
- Local Ordinance Elevation/Floodproofing Requirement \_\_\_\_\_ NGVD/NAVD
- Other Floodplain Elevation Information (ID and describe source) Site is located in a FEMA Zone A

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

All Provisions of Ordinance Number \_\_\_\_\_, the "Floodplain Management Ordinance", shall be in Compliance.

**PERMIT APPROVAL/DENIAL**

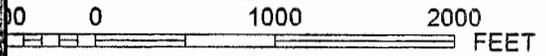
Plans and Specifications Approved this 13<sup>th</sup> Day of April, 2016  
[Signature] Signature of Developer/Owner Consultant for Boone Co.  
[Signature] Authorizing Official Stan Shanvor, Director  
Boone County Resource Management  
 Print Name and Title Print Name and Title

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

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



MAP SCALE 1" = 1000'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0180D

**FIRM**  
FLOOD INSURANCE RATE MAP

BOONE COUNTY,  
MISSOURI  
AND INCORPORATED AREAS

PANEL 180 OF 470  
(SEE LOCATOR DIAGRAM OR MAP INDEX  
FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BOONE COUNTY	290034	0180	D
HALLSVILLE, CITY OF	290712	0180	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on Insurance applications for the subject community.



MAP NUMBER  
29019C0180D

EFFECTIVE DATE  
MARCH 17, 2011

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



## Missouri Department of Conservation

Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

### Natural Heritage Review Level One Report: No Known Records

**Foreword:** Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this website is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants, natural communities and habitats to assist in planning, designing and permitting stages of projects.

#### PROJECT INFORMATION

**Project Name and ID Number:** Boone County Bridge 27500201 #527

**User Project Number:** Mt. Zion Road

**Project Description:** S36, T50N, R 12W, 39. 04'. 24.45", 92. 13. 02.04", Hinkson Creek, Boone County

**Project Type:** Transportation, Structures and Bridges, Bridge Replacement and/or Removal - on existing alignment (within 12 feet up/down stream), Span

**Contact Person:** Beth Moots

**Contact Information:** beth@howecompany.com or 660-395-4693

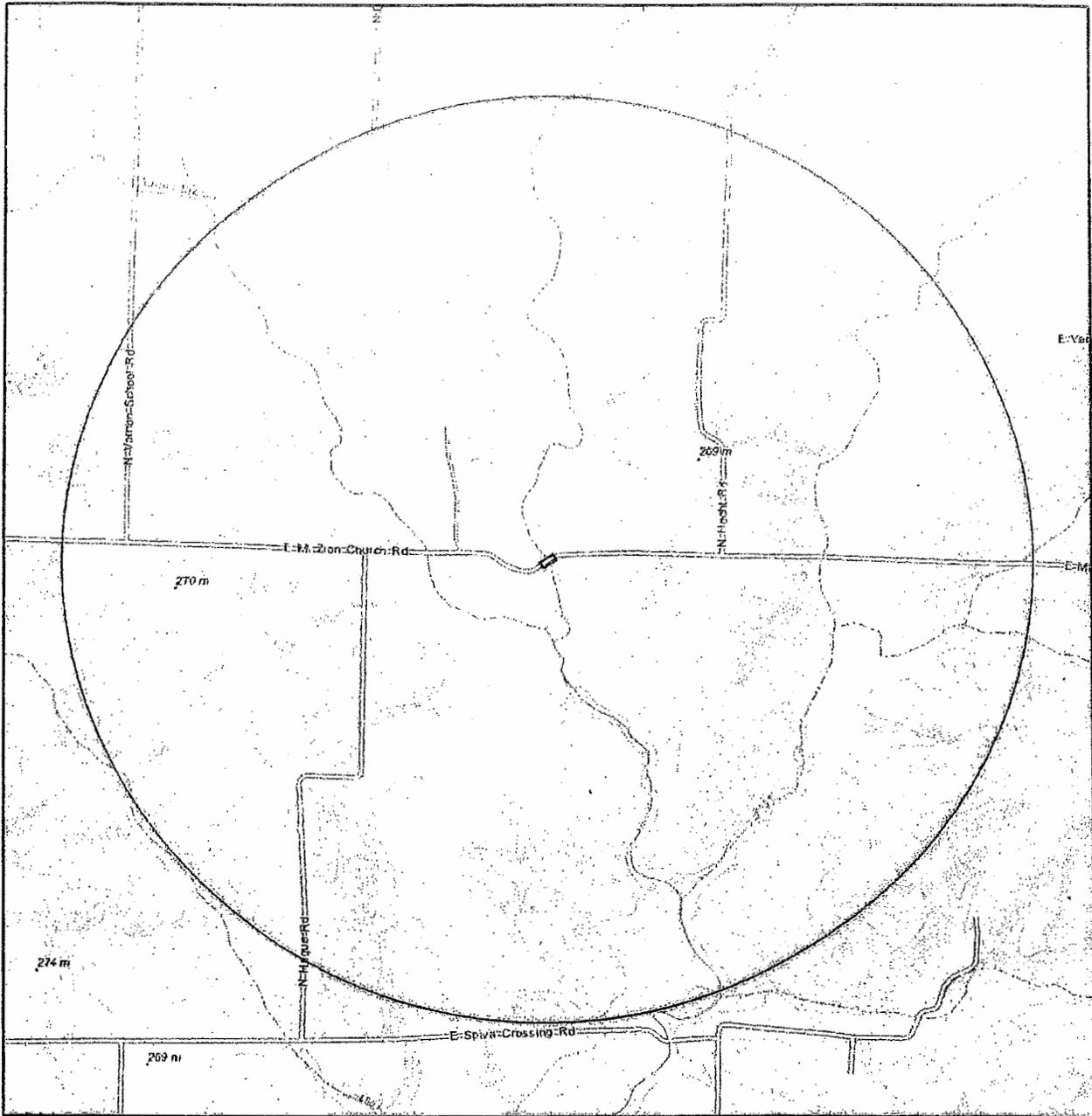
**Disclaimer:** The NATURAL HERITAGE REVIEW REPORT produced by this website identifies if a species tracked by the Natural Heritage Program is known to occur within or near the area submitted for your project, and shares suggested recommendations on ways to avoid or minimize project impacts to sensitive species or special habitats. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information. The Natural Heritage Program tracks occurrences of sensitive species and natural communities where the species or natural community has been found. Lack of an occurrence record does not mean that a sensitive plant, animal or natural community is not present on or near the project area. Depending on the project, current habitat conditions, and geographic location in the state, surveys may be necessary. Additionally, because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, Reports include information about records near but not necessarily on the project site.

The Natural Heritage Report is not a site clearance letter for the project. It provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from the Natural Heritage Program into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive fish, forest and wildlife resources. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

**U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination:** Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. The information within this report is not intended to replace Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit the USFWS Information for Planning and Conservation (IPaC) website at <https://ecos.fws.gov/ipac/> for further information. This site was developed to help streamline the USFWS environmental review process and is a first step in ESA coordination. The Columbia Missouri Ecological Field Services Office may be reached at 573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203.

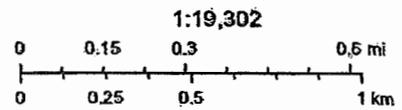
**Transportation Projects:** If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or [www.modot.mo.gov/ehp/index.htm](http://www.modot.mo.gov/ehp/index.htm) for additional information on recommendations.

# Boone County Bridge 27500201



February 23, 2016

-  Project Boundary
-  Buffered Project Boundary



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

**Species or Communities of Conservation Concern within the Area:**

There are no known records for Species or Natural Communities of Conservation Concern within the defined Project Area.

**Other Special Search Results:**

No results have been identified for this project location.

**Project Type Recommendations:**

**Project Location and/or Species Recommendations:**

**Endangered Species Act Coordination - Indiana bats (*Myotis sodalis*, federal- and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats, especially from September to April. **If any trees need to be removed for your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132) for further coordination.****

The project location submitted and evaluated is within the range of the Gray Myotis (i.e., Gray Bat) in Missouri. Depending on habitat conditions of your project's location, Gray Myotis (*Myotis grisescens*, federal and state-listed endangered) could occur within the project area, as they forage over streams, rivers, lakes, and reservoirs. Avoid entry or disturbance of any cave inhabited by Gray Myotis and when possible retain forest vegetation along the stream and from the cave opening to the stream. See <http://mdc.mo.gov/104> for best management recommendations.

Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment. Please inspect and clean equipment thoroughly before moving between project sites. See <http://mdc.mo.gov/9633> for more information.

- Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- When possible, wash and rinse equipment thoroughly with hard spray or HOT water (?140° F, typically available at do-it-yourself car wash sites), and dry in the hot sun before using again.

**Streams and Wetlands – Clean Water Act Permits:** Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch.aspx>) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (<http://dnr.mo.gov/env/wpp/401/index.html>), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit <http://dnr.mo.gov/env/wpp/permits/index.html> for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below.

MDC Natural Heritage Review  
Resource Science Division  
P.O. Box 180  
Jefferson City, MO  
65102-0180  
Phone: 573-522-4115 ext. 3182  
[NaturalHeritageReview@mdc.mo.gov](mailto:NaturalHeritageReview@mdc.mo.gov)

U.S. Fish and Wildlife Service  
Ecological Service  
101 Park Deville Drive  
Suite A  
Columbia, MO  
65203-0007  
Phone: 573-234-2132

#### **Miscellaneous Information**

**FEDERAL** Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

**STATE** Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 1 0). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 1 0-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

Additional information on Missouri's sensitive species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about the animals and some plants mentioned may be accessed at [http://mdc4.mdc.mo.gov/applications/mofwis/mofwis\\_search1.aspx](http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx). If you would like printed copies of best management practices cited as internet URLs, please contact the Missouri Department of Conservation.

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**E. COORDINATION BETWEEN OWNER AND CONTRACTOR**

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

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

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**F. LANDOWNER REQUIREMENTS-RED ROCK ROAD BRIDGE**

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

**2.0 Construction Requirements- None**

**2.1** Mr. Howman may be interested in allowing excess clean fill material from the Red Rock Road bridge site to be placed on his property.

**2.2**

**2.3**

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

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

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

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**G. LANDOWNER REQUIREMENTS-MT. ZION CHURCH ROAD  
BRIDGE**

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

**2.0 Construction Requirements- None**

**2.1**

**2.2**

**2.3**

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

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

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

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## H. UTILITIES- RED ROCK ROAD BRIDGE

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

<u>Utility Name</u>	<u>Known Required</u> <u>Adjustment</u>
Boone Electric Cooperative 1413 Rangeline Street Columbia, MO 65205 Contact: Dan Oligschlaeger O – 573-441-7256	Yes (See note below)
Water Distribution Superintendent Consolidated Water 1500 N. 7 <sup>th</sup> St Columbia, Missouri 65201 Contact: David Lee Office 573-449-0324	No (See note below)
Centurylink Contact: Brian Richmond brian.s.richmond@gmail.com O-913-481-5119	Yes (See note below)

Boone Electric – Relocation work has been completed.

Waterline is not in conflict with the project and will remain in place.

Centurylink – Relocation work has been completed

**I. UTILITIES- MT. ZION CHURCH ROAD BRIDGE**

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Centurylink Contact: Brian Richmond brian.s.richmond@gmail.com O-913-481-5119	Yes (See note below)

Centurylink – will install temporary phone line during construction and will attach new cable to guard rail permanently once bridge is built. Centurylink will provide conduit and installation for the new cable.

**<Remainder of Page Intentionally Left Blank>**

**1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Owner at this time. This information is provided by the Owner "as-is" and the Owner expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the County shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3.

The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

**1.3** The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the County and its Engineer from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

**2.0** It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

**J. PRE-FABRICATED STRUCTURAL STEEL**

**1.0 Payment.** Payment for furnishing and installing fabricated structural steel members to include the following:

- Rolled wide flange girders.
- All flat and bent plates.
- All angles, channels, shear studs.
- Stiffeners, diaphragm connection plates.
- All bolts, washers, nuts, welding, cutting, drilling, painting, etc.
- All labor, machinery, delivery, erection, assembly.

All of the above items and any incidental items necessary to complete the superstructure fabricated structural steel requirements shall be included in the unit price for Pre-Fab Steel Package.

No direct measurement will be made for this item.

Payment will be made for plan quantities at the unit price.

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## **K. MECHANICALLY STABILIZED FILL SYSTEM**

**1.0 Description.** Work shall consist of furnishing materials and the construction of a Mechanically Stabilized Fill (MSF) System meeting the approval of the owner.

**2.0 Prequalification Geotextile.** All geotextile fabric shall be prequalified and approved before the contract is awarded. To apply for prequalification or prequalification requirements, the supplier or manufacturer shall submit a request to the owner along with certification that the geotextile has a wide width tensile strength of 2400 lbs per foot in both directions as per ASTM D6637 (or ASTM D-4595). Geotextile shall be Propex GEOTEX 2x2HF or approved equal.

**3.0 Granular Fill Material.** Granular fill material for MSF shall conform to the following requirements.

**3.1** Granular fill material shall be clean and crushed angular stone with a maximum grain size of 1/2 inches and conforming to the following gradation limits:

Sieve Size	Percent
1/2 inch	100
3/8 inch	90-100
No.4	20-55
No.8	5-30
No. 16	0-10
No. 50	0-5

Granular fill material meeting the open-graded backfill specifications of AASHTO No. 89 or AASHTO No. 67 are also acceptable.

**3.2** The Plasticity Index, as determined by AASHTO T-90, shall not exceed 6.

**3.3** The angle of internal friction for the granular fill material shall be no less than 38 degrees. No testing will be required if the granular fill consists entirely of crushed limestone. When testing is required, testing shall be in accordance with Sec 1010.3.5.

**3.4** The material shall substantially be free of shale or other soft, poor durability particles and shall have a magnesium sulfate soundness loss of less than 30 percent after four cycles (or a sodium value less than 15 percent after five cycles) as determined by AASHTO T-104.

**3.5** The contractor shall furnish to the owner a Certificate of Compliance certifying the selected granular fill material complies with this section of the specifications. A copy of test results from an approved laboratory testing the material for all of the above requirements shall also be furnished to the owner. Tests shall apply specifically to the material being used and shall not be more than twelve months old, if previously tested for another job and still applicable.

**3.6** Acceptance will be based on the Certificate of Compliance, accompanying test reports, and any applicable tests performed by the owner or its representative.

#### **4.0 Construction Requirements.**

**4.1** Delivery, storage, and handling of all MSF materials shall comply with requirements set forth in the Missouri Standards Specifications for Highway Construction.

**4.2** Subgrade surfaces beneath the MSF Systems shall be level, free from deleterious materials, loose or otherwise unsuitable soils. Prior to placement of geogrid (or geotextile) and granular fill material, the subgrade shall be proof-rolled to provide a uniform and firm surface. Any soft areas, as determined by the owner, shall be excavated and replaced with suitable compacted materials. Foundation surface shall be inspected and approved by the owner prior to fill placement. Benching the backcut into competent soil is recommended to improve stability.

**4.3** Geogrid (or geotextile) shall be installed within layers of the compacted granular fill material in accordance with the manufacturer's recommendations and as shown on the plans. Geogrid (or geotextile) is to extend the lengths as shown on the plans unless otherwise directed by the owner. Any required laps of geogrid (or geotextile) to cover each lift of granular fill shall be done in accordance with the manufacturer's recommendations.

**4.4** Backfill shall be placed, spread, and compacted in such a manner to minimize the development of wrinkles and/or displacement of the geogrid (or geotextile). Granular soils shall be compacted in a maximum loose lift thickness of 8 inches. The top layer of the geogrid (or geotextile) shall be 2 to 4 inches below the asphalt base course. Backfill shall be compacted to at least 95 percent of the maximum density determined in accordance with AASHTO T-99. With the approval of the owner, density testing of the granular fill material can be omitted if sufficient density is achieved with 3 to 5 passes of a walk-behind vibratory plate compactor within 3 feet of the fill face and by a ride-on vibratory roller in other areas. Backfill shall be graded away from the slope crest and rolled at the end of each work day to prevent ponding of water on surface of the MSF. Tracked construction equipment shall not be operated directly upon the geogrid (or geotextile). A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid (or geotextile). Turning of tracked vehicles shall be kept to a minimum to prevent tracks from displacing the fill and the geogrid (or geotextile). If approved by the owner and subject to satisfactory performance, rubber-tired equipment may pass over the geogrid (or geotextile) at speeds no greater than 10 mph.

Sudden braking and sharp turning shall be avoided. Separation geotextile meeting Sec 1011 requirements shall be used as directed by the owner to encapsulate the MSF Systems when the geogrid is deemed incapable of suitably retaining the granular fill.

**5.0 Method of Measurement.**

**5.1** Measurement of Mechanically Stabilized Fill (MSF) System is on a lump sum basis. The estimated quantities shown on the plans are shown for informational purposes. The contractor should develop an independent analysis of materials and work effort required to construct the MSF system as shown on the plans and outlined in the Special Provisions.

**6.0 Basis of Payment.** Payment shall cover all MSF materials and installation. Excavation of any unsuitable materials, as directed by the owner will have no direct payment. The MSF system will be paid for at the contract lump sum price for Mechanically Stabilized Fill System.

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**L. RECYCLED BRIDGE MATERIAL**

**1.0 Description.** The contractor shall have the option of using concrete rubble from the existing bridge in lieu of or as part of the quantity of Type 2 Rock Blanket.

**2.0 Construction Requirements.** This work shall be in accordance with Sec 611.30 as directed by the owner and shall conform to the plans for Type 2 Rock Blanket. All concrete pieces shall be free of exposed rebar. Any concrete rubble determined by the owner to be unsuitable or excess shall become the property of the contractor or shall be disposed of in accordance with Sec. 216.

**3.0 Method of Measurement.** No final measurement of Furnishing Type 2 Rock Blanket will be made. The method of measurement for Placing Type 2 Rock Blanket will be in accordance with Sec 611.30.4.

**4.0 Basis of Payment.** The basis of payment for Furnishing Type 2 Rock Blanket will be based on the plan quantity as specified in the contract regardless of where the material is obtained. The basis of payment for Placing Type 2 Rock Blanket will be in accordance with Sec 611.30.5

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**M. MATERIAL CERTIFICATION AND TESTING**

The contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator, certifying that material and manufacturing procedures conform to the specifications. There shall be no direct charge to the owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AINWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

Written certification for all materials shall be provided to the owner at least ten (10) days prior to subject material being incorporated into the work. The certification shall state the type, source, quantity, and other applicable information of the material and shall state that the material being supplied meets all provisions of the contract documents. This certification shall be signed by a responsible individual of the supplier.

Job control tests may be run by the owner or its representative as the work progresses to assure the owner that the project is constructed in compliance with the applicable specifications. Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples.

The lack of supervision or inspection by the owner shall not relieve the contractor of the responsibility to construct the project according to the plans and specifications.

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**N. SUBSURFACE – GEOTECHNICAL REPORT- RED ROCK ROAD BRIDGE**

The report containing the soil boring data and foundation recommendations is being provided with this section, in the following pages.

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**500 Big Bear Boulevard  
Columbia, Missouri 65202  
(573) 447-3981**

March 25, 2016

Howe Company  
1119 S Missouri Street, Ste. A  
Macon, MO 63552

Attn: Mr. Shannon Howe, P.E.

Re: Geotechnical Engineering Report  
Boone County Culvert BR0470006 Replacement  
Near Harrisburg, Missouri  
Crockett GTL Project Number: G16119

Mr. Howe:

Crockett Geotechnical Testing Lab (Crockett GTL) has conducted a geotechnical investigation for the referenced new single span bridge planned to be located near Harrisburg, Missouri.

**Site Location:**

Item	Description
Location	This project is located on West Red Rock Road in Boone County Missouri approximately 3 miles southeast of Harrisburg, Missouri. Specifically the project is located where West Red Rock Road crosses over Reeder Creek.
Lat. / Long. Coordinates	39.098655 / -92.392659
Existing improvements	Existing triple-pipe culvert
Current ground cover	Vegetation off of shoulder, ACC road.

**Project Description:**

Item	Description
Proposed structure	A new single span replacement bridge.
Bridge Construction	It is anticipated each abutment will be supported by a driven pile foundation.
Grading	Only minor grading is expected as this is a replacement structure.
Slopes	Slope design is not part of this scope.
Below grade areas	Bridge abutments

Scope of Services: Our services included the drilling of two (2) borings at accessible locations near the proposed location of the new bridge abutments as indicated on the attached Boring Location Plan. Logs of the borings are attached to this letter. Laboratory tests were also performed for borings B-1 and B-2 and the test results are included on the boring logs.

Boring elevations for borings B-1 and B-2 were obtained by the drill crew using an auto-level and a grade rod. Elevations on the boring logs were referenced to a railroad spike in a power pole near the northwestern corner of the proposed structure and were rounded to the nearest ½ foot.

Encountered Subsurface Conditions: Surficial material at boring B-1 and B-2 consisted of topsoil with gravel and uncontrolled fill comprised of a mixture of gravel and clay. The topsoil extended to 1 foot in depth and the uncontrolled fill to 2 feet in depth.

Underlying the surficial material and extending to an approximate depth of 21 feet in the borings was lean clay, sandy clay to a clayey sand, and lean to fat clay which was underlain by gravelly clay with occasional cobbles and boulders. The gravelly clay sometimes caused split spoon sampler refusal and extended 26 to 27 feet in depth in the borings.

Underlying the gravelly clay with occasional cobbles and boulders was dense cobbles and boulders. It was unclear if the dense cobbles and boulders was weathered rock. This material was drilled with some difficulty and it caused split spoon sampler refusal in both borings. This material extended to an approximate depth of 30 feet in both borings.

Underlying the cobbles and boulders was limestone. The limestone caused auger and split spoon sampler refusal at an approximate depth of 30.5 feet in both borings.

Detailed descriptions of the encountered materials are listed on the individual boring logs included in the Appendix of this report. Strata lines indicate the approximate location of changes in material types. The transition between material types may be gradual.

Groundwater was encountered in both borings at depths ranging from 11 to 17 feet. Groundwater levels are expected to be heavily influenced by the adjacent Reeder Creek. Groundwater levels depend on seasonal and climatic variations and may be present at different levels in the future. In addition, without extended periods of observation, accurate groundwater level measurements may not be possible, particularly in low permeability soils.

Foundation Recommendations: Based on subsurface conditions encountered at the boring locations, we recommend the bridge abutments be supported by a driven steel pile foundation system bearing in the limestone bedrock. Driven steel piles should consist of HP sections. HP sections driven to practical refusal in the limestone, using an appropriately sized hammer, could be designed using a maximum allowable working stress in the pile steel of 25% of the pile steel's yield strength or 9 ksi for typical 36 ksi steel. Limestone was encountered at approximate elevations of 539 feet to 540 feet in borings B-1 and B-2, respectively. However, the quality and depth of the limestone may vary and several feet of pile penetration into the limestone may be required to achieve practical refusal. Actual pile lengths are expected to vary. Pre-boring may be required in order to install sufficient pile length to meet minimum MoDOT embedment requirements.

Driven piles should be installed in accordance with Section 702 of MoDOT's Standard Specifications for Highway Construction (most recent version). Further, we recommend the design load bearing capacity of the piles be verified by an appropriate dynamic pile driving formula such as that used by MoDOT. Pile foundations designed and constructed as recommended in this report would be expected to experience total settlement of less than 1 inch and differential settlement of less than 1/2 inch, in addition to elastic shortening of the pile materials.

Pile driving through the upper native soils is not expected to be difficult based upon the material encountered within the borings. However, difficult driving may be experienced within the gravelly clay with occasional cobbles and boulders and the dense cobbles and boulders (possible weathered rock). Therefore, we recommend point reinforcement and/or flange stiffening be considered to protect pile tips from damage during potential hard driving conditions which may occur as the design capacity is being obtained.

Care should be taken not to overdrive and damage the piles during installation. The contractor should be prepared to cut or splice piles, as necessary.

**Seismic Considerations:**

The International Building Code and ASCE 7 requires structural design to be in accordance with the appropriate seismic classifications based upon subsurface soil and rock conditions in the upper 100 feet of the subsurface profile. The drilling scope performed for this project had borings that extended to a maximum depth of approximately 30.5 feet. Additional exploration to greater depths could be considered to confirm the conditions below the current depth of exploration. Alternatively, a geophysical exploration could be utilized in order to attempt to justify a more favorable seismic site class.

Seismic Site Classification	
Code Used	International Building Code and ASCE 7
Site Classification	C

**General Comments:** The recommendations provided herein are for the exclusive use of our client. Our recommendations are specific only to the project described herein and are not meant to supersede more stringent requirements of local ordinances or codes. The recommendations are based on subsurface information obtained at our boring locations, sample locations, our understanding of the project as described in this report, and geotechnical engineering practice consistent with the current standard of care. No warranty is expressed or implied. CGTL should be contacted if conditions encountered are not consistent with those described.

CGTL should be provided with a set of final plans and specifications, once they are available, to review whether our recommendations have been understood and applied correctly and to assess the need for additional exploration or analysis. Failure to provide these documents to CGTL may nullify some or all of the recommendations provide herein. In addition, any changes in the planned project or changes in site conditions may require revised or additional recommendations on our part.

The scope of our services does not include slope stability or any environmental assessment or investigation for the presence, or absence, of toxic materials in, on, or near the project site. Any

statements in this report regarding odors, staining, or other unusual conditions are strictly for the information of our clients.

If you have any questions concerning this report, or if we may be of further service, please contact us.

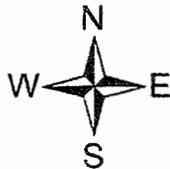
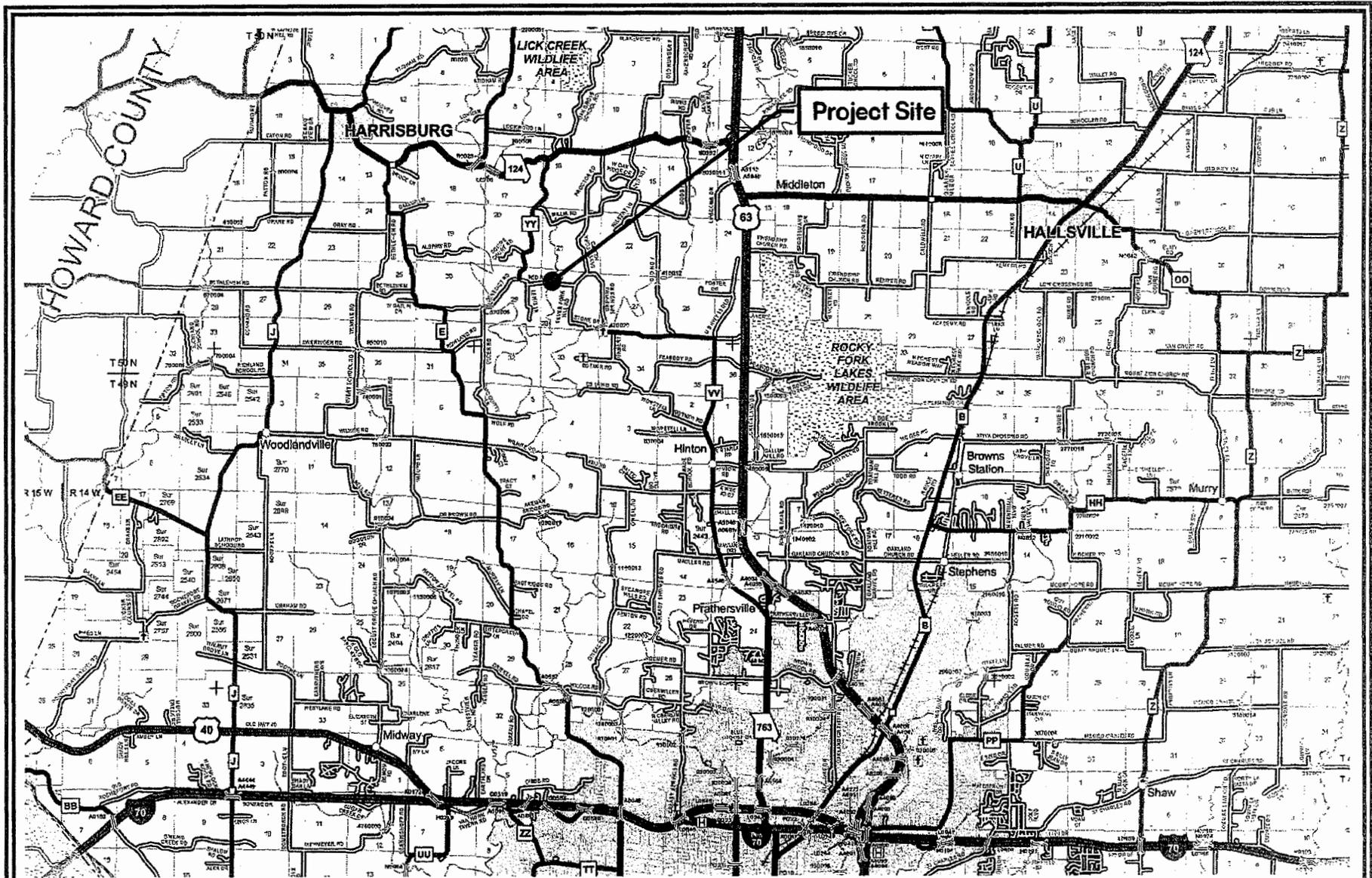
Sincerely,



Eric H. Lidholm, P.E.  
Senior Principal

Attachments





PROJECT NO.: G16119

# SITE LOCATION MAP

CULVERT BR0470006 REPLACEMENT  
NEAR HARRISBURG, MISSOURI

Prepared By:  
**CROCKETT**  
 GEOTECHNICAL - TESTING LAB  
 500 Big Bear Blvd.  
 Columbia, MO 65202  
 573-447-3981  
 www.CrockettGTL.com

Crockett GTL  
 500 Big Bear Blvd.  
 Columbia, MO 65202  
 Telephone: 573-447-3981



**BORING NUMBER B-2**

**CLIENT** Howe Company **PROJECT NAME** Culvert BR0470006 Replacement  
**PROJECT NUMBER** G16119 **PROJECT LOCATION** near Harrisburg, Missouri  
**DATE STARTED** 3/18/16 **COMPLETED** 3/18/16 **GROUND ELEVATION** 570 ft **HOLE SIZE** 4"  
**DRILLING CONTRACTOR** IPES **GROUND WATER LEVELS:**  
**DRILLING METHOD** 4" SSA **▽ AT TIME OF DRILLING** 13.00 ft / Elev 557.00 ft  
**LOGGED BY** Lidholm **CHECKED BY** Lidholm **▽ AT END OF DRILLING** 14.00 ft / Elev 556.00 ft  
**NOTES** Borehole backfilled upon completion **▽ 0.25hrs AFTER DRILLING** 11.00 ft / Elev 559.00 ft

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 3/23/16 14:33 - C:\SERVER FILES\GEO\GEO\GEO\PROJECTS\2016\G16119 - CULVERT BR0470006 REPLACEMENT\G16119.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0		UNCONTROLLED FILL: Gravel and clay, brown										
2.0		LEAN CLAY: Brown, trace rust and lignite stains	SPT 1	11	1-1-2 (3)	2000			20			
5			SPT 2	14	2-2-2 (4)	1500			26			
6.0		SANDY CLAY to a CLAYEY SAND: Gray, trace brown, trace rust stains										
10			SPT 3	18	1-2-3 (5)	1000			22			
15		--: with fine to medium gravel	SPT 4	10	7-3-2 (5)				17			
16.0		LEAN TO FAT CLAY: Gray to dark gray, trace sand and gravel										
20			SPT 5	14	6-10-14 (24)	5500			17			
21.0		GRAVELLY CLAY: Gray, with occasional cobbles and boulders										
25			SPT 6	12	2-3-6 (9)	3500			26			
26.0		COBBLES AND BOULDERS: Possible weathered rock										
30			SPT 7	2	50/2"				35			
30.0		LIMESTONE: Hard										
30.5												

Refusal at 30.5 feet.  
 Bottom of borehole at 30.5 feet.

# BORING LOG LEGEND AND NOMENCLATURE

Sample Type	Description
AU	Auger sample, disturbed, obtained from auger cuttings
NR	No recovery or lost sample
RC	Rock core, diamond core bit, nominal 2-inch diameter rock sample (ASTM D 2113)
ST	Thin walled (Shelby) tube sample, relatively undisturbed (ASTM D 1587)
SPT	Split spoon sample, disturbed (ASTM D 1586)
VA	Shear vane (ASYM D 2753)

Grain Size Terminology	
Boulders	Larger than 12-inches
Cobbles	3-inches to 12-inches
Gravel	Retained on #4 sieve to 3-inches
Sand	Retained on #200 sieve but passes #4 sieve
Silt or Clay	Passes #200 sieve

Descriptor	Relative Proportion of Sand and Gravel	Relative Proportion of Fines
Trace	Less than 15% by dry weight	Less than 5% by dry weight
With	15% to 30% by dry weight	5% to 12% by dry weight
Modifier	More than 30% by dry weight	More than 12% by dry weight

Relative Density of Coarse grained Soils	
Descriptive Term	SPT N-Value, Blows/Foot
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50+

Consistency of Fine Grained Soils		
Descriptive Term	SPT N-Value, Blows/Foot	Unconfined Compressive Strength, psi
Very Soft	0 - 2	0 - 500
Soft	2 - 3	500 - 1,000
Medium	4 - 9	1,000 - 2,000
Stiff	10 - 29	2,000 - 4,000
Very Stiff	30 - 49	4,000 - 8,000
Hard	50+	8,000+

USCS Soil Classification System				
Major Divisions			Group Symbol	Group Name
coarse grained soils more than 50% retained on #200 sieve	gravel +50% of coarse fraction retained on #4 (4.75 mm) sieve	clean gravel +5% small than #200 sieve	GW	well-graded gravel, fine to coarse gravel
		gravel with +12% fines	GP	poorly graded gravel
			GM	silty gravel
	sand +50% of coarse fraction passes #4 (4.75 mm) sieve	clean sand	GC	clayey gravel
			SW	well-graded sand, fine to coarse sand
		sand with +12% fines	SP	poorly graded sand
fine grained soils more than 80% passes #200 sieve	silt and clay liquid limit < 50	inorganic	SM	silty sand
			SC	clayey sand
		ML	silt	
	silt and clay liquid limit ≥ 50	inorganic	CL	clay
			OL	organic silt, organic clay
		organic	MH	silt of high plasticity, elastic silt
	CH	clay of high plasticity, fat clay		
	OH	organic clay, organic silt		
highly organic soils			PT	peat

Weathering	Description of Rock Properties
Fresh	No discoloration. Not oxidized.
Slightly weathered	Discoloration or oxidation of most surfaces but at short distance from fractures
Moderately weathered	Discoloration or oxidation extends from fractures, usually throughout. All fractured surfaces are oxidized or discolored.
Severely weathered	Discoloration or oxidation throughout. All fractured surfaces are oxidized or discolored. Surfaces are friable.
Decomposed	Resembles a soil. Partial or complete remnant rock structure may be present.

Rock Quality Designator (RQD)	
RQD, %	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 - 25	Very poor

Joint, Bedding, and Foliation Spacing in Rock		
Spacing	Joints	Bedding/Foliation
< 2-inches	Very close	Very thin
2-inches - 1-foot	Close	Thin
1-foot - 3-feet	Moderately Close	Medium
3-feet - 10-feet	Wide	Thick
> 10-feet	Very Wide	Very thick

O. **SUBSURFACE – GEOTECHNICAL REPORT- MT. ZION CHURCH ROAD  
BRIDGE**

The report containing the soil boring data and foundation recommendations is being provided with this section, in the following pages.

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500 Big Bear Boulevard  
 Columbia, Missouri 65202  
 (573) 447-3981

April 5, 2016

Howe Company  
 1119 S Missouri Street, Ste. A  
 Macon, MO 63552

Attn: Mr. Shannon Howe, P.E.

Re: Geotechnical Engineering Report  
 Boone County Culvert BR2750020 Replacement  
 Near Hallsville, Missouri  
 Crockett GTL Project Number: G16120

Mr. Howe:

Crockett Geotechnical Testing Lab (Crockett GTL) has conducted a geotechnical investigation for the referenced new single span bridge planned to be located near Harrisburg, Missouri.

**Site Location:**

Item	Description
Location	This project is located on East Mount Zion Church Road in Boone County Missouri approximately 2 miles south of Hallsville, Missouri. Specifically the project is located where West Red Rock Road crosses over Hinkson Creek.
Lat. / Long. Coordinates	39.073382 / -92.217183
Existing improvements	Existing triple-pipe culvert
Current ground cover	Vegetation off of shoulder. ACC surfaced road.

**Project Description:**

Item	Description
Proposed structure	A new single span replacement bridge.
Bridge Construction	It is anticipated each abutment will be supported by a driven pile foundation.
Grading	Only minor grading is expected as this is a replacement structure.
Slopes	Slope design is not part of this scope.
Below grade areas	Bridge abutments

Scope of Services: Our services included the drilling of two (2) borings at accessible locations near the proposed location of the new bridge abutments as indicated on the attached Boring Location Plan. Logs of the borings are attached to this letter. Laboratory tests were also performed for borings B-1 and B-2 and the test results are included on the boring logs.

Boring elevations for borings B-1 and B-2 were obtained by the drill crew using an auto-level and a grade rod. Elevations on the boring logs were referenced to control point 20203 which was at elevation 706.81 feet. Boring elevations were rounded to the nearest ½ foot.

Encountered Subsurface Conditions: Surficial material at boring B-1 and B-2 consisted of topsoil with gravel. The topsoil and gravel extended to about 8-inches at both boring locations.

Underlying the surficial material and extending to an approximate depth of 8 feet in the borings was uncontrolled fill consisting primarily of lean clay with gravel. This material appeared to be at least partially compacted, but was variable in moisture and its composition.

Underlying the uncontrolled fill was silty sand and clayey silt. These materials extended to an approximate depth of 13 feet in the borings where it was underlain by weathered shale that contained cobbles and possible boulders. The shale was not rock-like and the standard penetration test refusal that was achieved within this material in boring B-2 appears to have been because of the split spoon sampler encountering a cobble or possible boulder during driving. It was unclear if the cobbles and possible boulders were weathered rock.

Underlying the weathered shale with cobbles and possible boulders at an approximate depth of 16 to 19 feet (elevations 692.5 to 688.5, respectively) was limestone. The limestone was hard and caused auger refusal after about 6-inches of penetration with the solid stem augers. Boring B-1 was extended 5-feet into the limestone using NQ-2 wireline coring techniques.

Detailed descriptions of the encountered materials are listed on the individual boring logs included in the Appendix of this report. Strata lines indicate the approximate location of changes in material types. The transition between material types may be gradual.

Groundwater was encountered in both borings at depths ranging from 11 to 17 feet. Groundwater levels are expected to be heavily influenced by adjacent Hinkson Creek. Groundwater levels depend on seasonal and climatic variations and may be present at different levels in the future. In addition, without extended periods of observation, accurate groundwater level measurements may not be possible, particularly in low permeability soils.

Foundation Recommendations: Based on subsurface conditions encountered at the boring locations, we recommend the bridge abutments be supported by a driven steel pile foundation system bearing in the limestone bedrock. Driven steel piles should consist of HP sections. HP sections driven to practical refusal in the limestone, using an appropriately sized hammer, could be designed using a maximum allowable working stress in the pile steel of 25% of the pile steel's yield strength or 9 ksi for typical 36 ksi steel. Limestone was encountered at approximate elevations of 692.5 feet and 688.5 feet in borings B-1 and B-2, respectively. However, the quality and depth of the limestone may vary and several feet of pile penetration into the limestone may be required to achieve practical refusal. Actual pile lengths are expected to vary. Pre-boring may be required in order to install sufficient pile length to meet minimum

MoDOT embedment requirements and to penetrate the above-lying weathered shale containing cobbles and possible boulders.

Driven piles should be installed in accordance with Section 702 of MoDOT's Standard Specifications for Highway Construction (most recent version). Further, we recommend the design load bearing capacity of the piles be verified by an appropriate dynamic pile driving formula such as that used by MoDOT. Pile foundations designed and constructed as recommended in this report would be expected to experience total settlement of less than 1 inch and differential settlement of less than 1/2 inch, in addition to elastic shortening of the pile materials.

Pile driving through the upper native soils is not expected to be difficult based upon the material encountered within the borings. However, difficult driving may be experienced within the gravelly clay with occasional cobbles and boulders and the dense cobbles and boulders (possible weathered rock). Therefore, we recommend point reinforcement and/or flange stiffening be considered to protect pile tips from damage during potential hard driving conditions which may occur as the design capacity is being obtained.

Care should be taken not to overdrive and damage the piles during installation. The contractor should be prepared to cut or splice piles, as necessary.

Seismic Considerations:

The International Building Code and ASCE 7 requires structural design to be in accordance with the appropriate seismic classifications based upon subsurface soil and rock conditions in the upper 100 feet of the subsurface profile. The drilling scope performed for this project had borings that extended to a maximum depth of approximately 215 feet. Additional exploration to greater depths could be considered to confirm the conditions below the current depth of exploration. Alternatively, a geophysical exploration could be utilized in order to attempt to justify a more favorable seismic site class.

Seismic Site Classification	
Code Used	International Building Code and ASCE 7
Site Classification	C

General Comments: The recommendations provided herein are for the exclusive use of our client. Our recommendations are specific only to the project described herein and are not meant to supersede more stringent requirements of local ordinances or codes. The recommendations are based on subsurface information obtained at our boring locations, sample locations, our understanding of the project as described in this report, and geotechnical engineering practice consistent with the current standard of care. No warranty is expressed or implied. CGTL should be contacted if conditions encountered are not consistent with those described.

CGTL should be provided with a set of final plans and specifications, once they are available, to review whether our recommendations have been understood and applied correctly and to assess the need for additional exploration or analysis. Failure to provide these documents to CGTL may nullify some or all of the recommendations provide herein. In addition, any changes in the planned project or changes in site conditions may require revised or additional recommendations on our part.

The scope of our services does not include slope stability or any environmental assessment or investigation for the presence, or absence, of toxic materials in, on, or near the project site. Any statements in this report regarding odors, staining, or other unusual conditions are strictly for the information of our clients.

If you have any questions concerning this report, or if we may be of further service, please contact us.

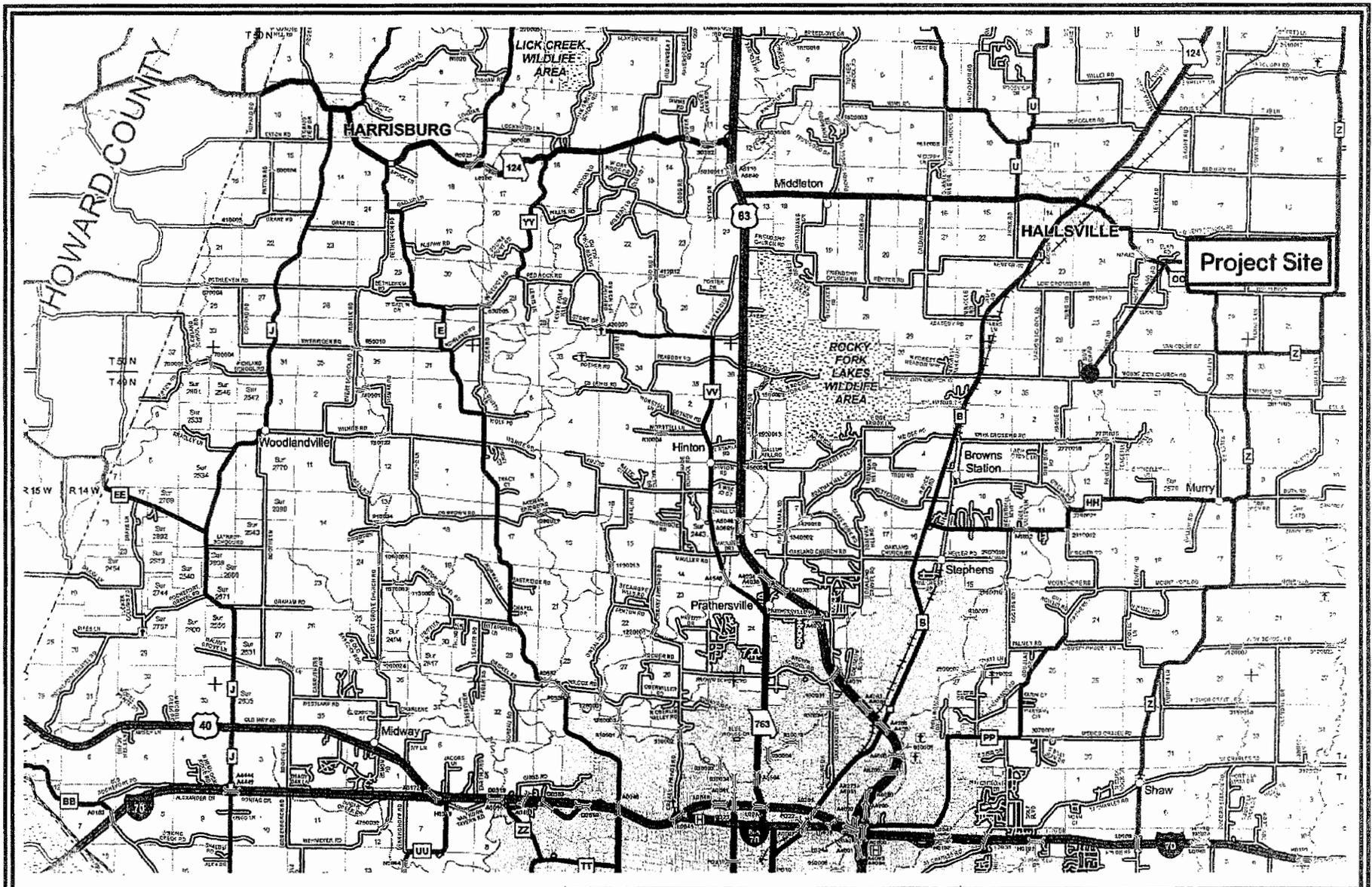
Sincerely,



Eric H. Lidholm, P.E.  
Senior Principal

Attachments



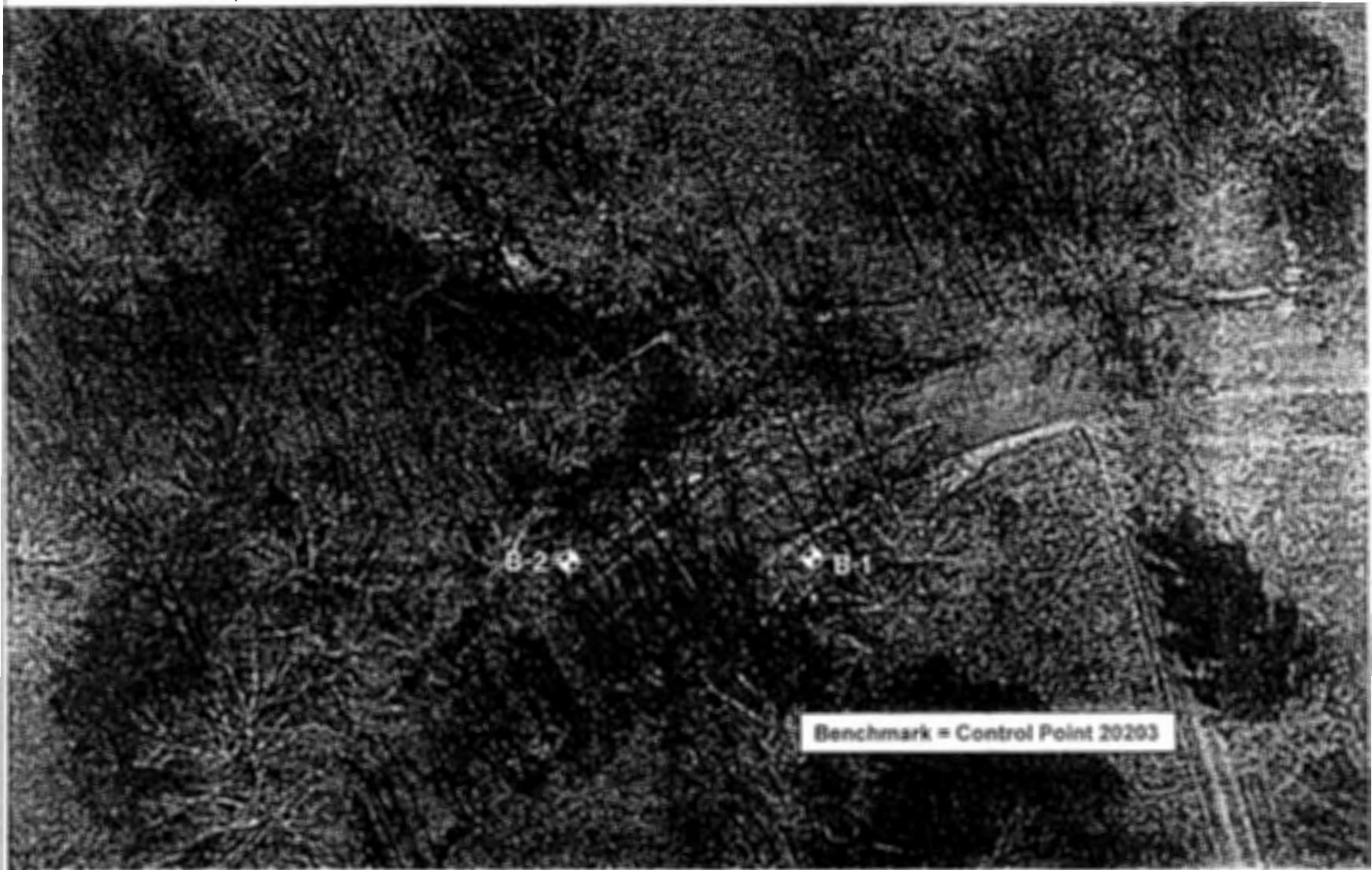


PROJECT NO.: G16120

# SITE LOCATION MAP

**CULVERT BR2750020 REPLACEMENT  
NEAR HALLSVILLE, MISSOURI**

Prepared By:  
**CROCKETT**  
 GEOTECHNICAL • TESTING LAB  
 500 Big Bear Blvd.  
 Columbia, MO 65202  
 573-447-3981  
[www.CrockettGTL.com](http://www.CrockettGTL.com)



PROJECT NO: G16120

## BORING LOCATION PLAN

CULVERT BR2750020 REPLACEMENT  
NEAR HALLSVILLE, MISSOURI

Prepared By:

**CROCKETT**  
GEO-TECHNICAL TESTING LTD.

500 Big Bear Blvd.  
Columbia, MO 65202  
573-447-3981  
[www.CrockettGTL.com](http://www.CrockettGTL.com)

Crockett GTL  
 500 Big Bear Blvd.  
 Columbia, MO 65202  
 Telephone: 573-447-3981



<b>CLIENT</b> <u>Howe Company</u>	<b>PROJECT NAME</b> <u>Culvert BR2750020 Replacement</u>
<b>PROJECT NUMBER</b> <u>G16120</u>	<b>PROJECT LOCATION</b> <u>near Hallsville, Missouri</u>
<b>DATE STARTED</b> <u>3/21/16</u> <b>COMPLETED</b> <u>3/21/16</u>	<b>GROUND ELEVATION</b> <u>708.5 ft</u> <b>HOLE SIZE</b> <u>4"</u>
<b>DRILLING CONTRACTOR</b> <u>IPES</u>	<b>GROUND WATER LEVELS:</b>
<b>DRILLING METHOD</b> <u>4" SSA</u>	▽ <b>AT TIME OF DRILLING</b> <u>13.00 ft / Elev 695.50 ft</u>
<b>LOGGED BY</b> <u>Lidholm</u> <b>CHECKED BY</b> <u>Lidholm</u>	▽ <b>AT END OF DRILLING</b> <u>17.00 ft / Elev 691.50 ft</u>
<b>NOTES</b> <u>Borehole backfilled upon completion</u>	▽ <b>1hrs AFTER DRILLING</b> <u>11.00 ft / Elev 697.50 ft</u>

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 4/5/16 12:53 - C:\SERVER FILES\GEO\GTECH\GENERAL\PROJECTS\2016\G16120 - CULVERT BR2750020 REPLACEMENT\G16120.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0												
0.7		TOPSOIL & GRAVEL (8-inches)										
		UNCONTROLLED FILL: Lean to fat clay, gray, brown, occasional rust stains, with gravel										
			X SPT 1	6	2-2-3 (5)	3000			18			
			X SPT 2	8	1-2-3 (5)	2000			23			
5												
8.0		CLAYEY SILT: Gray, with rust stains, trace sand										
			X SPT 3	15	1-1-2 (3)	500			24			
10												
13.0		WEATHERED SHALE: Gray, with cobbles and possible boulders										
			X SPT 4	14	12-11-12 (23)	9000			8			
15												
16.0		LIMESTONE: Hard										
		RQD = 45%										
		--: becomes brecciated (but still solid, intact limestone)										
20												
			RC 5	36								
21.5												

Refusal at 16.5 feet.  
 Bottom of borehole at 21.5 feet.

SPT 6      0      50/0"



# BORING LOG LEGEND AND NOMENCLATURE

Sample Type	Description
AU	Auger sample, disturbed, obtained from auger cuttings
NR	No recovery or lost sample
RC	Rock core, diamond core bit, nominal 2-inch diameter rock sample (ASTM D 2113)
ST	Thin walled (Shelby) tube sample, relatively undisturbed (ASTM D 1587)
SPT	Split spoon sample, disturbed (ASTM D 1586)
VA	Shear vane (ASYM D 2753)

Grain Size Terminology	
Boulders	Larger than 12-inches
Cobbles	3-inches to 12-inches
Gravel	Retained on #4 sieve to 3-inches
Sand	Retained on #200 sieve but passes #4 sieve
Silt or Clay	Passes #200 sieve

Descriptor	Relative Proportion of Sand and Gravel	Relative Proportion of Fines
Trace	Less than 15% by dry weight	Less than 5% by dry weight
With	15% to 30% by dry weight	5% to 12% by dry weight
Modifier	More than 30% by dry weight	More than 12% by dry weight

Relative Density of Coarse grained Soils	
Descriptive Term	SPT N-Value, Blows/Foot
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50+

Consistency of Fine Grained Soils		
Descriptive Term	SPT N-Value, Blows/Foot	Unconfined Compressive Strength, psf
Very Soft	0 - 2	0 - 500
Soft	2 - 3	500 - 1,000
Medium	4 - 9	1,000 - 2,000
Stiff	10 - 29	2,000 - 4,000
Very Stiff	30 - 49	4,000 - 8,000
Hard	50+	8,000+

USCS Soil Classification System				
Major Divisions			Group Symbol	Group Name
coarse grained soils more than 50% retained on #200 sieve	gravel 50% of coarse fraction retained on #4 (4.75 mm) sieve	clean gravel 5% small than #200 sieve	GW	well-graded gravel, fine to coarse gravel
		gravel with 12% fines	GP	poorly graded gravel
			GM	silty gravel
	sand 50% of coarse fraction passes #4 (4.75 mm) sieve	clean sand	GC	clayey gravel
			SW	well-graded sand, fine to coarse sand
		sand with 12% fines	SP	poorly graded sand
fine grained soils more than 50% passes #200 sieve	silt and clay liquid limit < 50	inorganic	SM	silty sand
			SC	clayey sand
		organic	ML	silt
	silt and clay liquid limit ≥ 50	inorganic	CL	clay
			OL	organic silt, organic clay
		organic	MH	silt of high plasticity, elastic silt
	CH	clay of high plasticity, fat clay		
	OH	organic clay, organic silt		
highly organic soils			PT	peat

Weathering	Description of Rock Properties
Fresh	No discoloration. Not oxidized.
Slightly weathered	Discoloration or oxidation of most surfaces but of short distance from fractures
Moderately weathered	Discoloration or oxidation extends from fractures, usually throughout. All fractured surfaces are oxidized or discolored.
Severely weathered	Discoloration or oxidation throughout. All fractured surfaces are oxidized or discolored. Surfaces are friable.
Decomposed	Resembles a soil. Partial or complete remnant rock structure may be present.

Rock Quality Designator (RQD)	
RQD, %	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 - 25	Very poor

Joint, Bedding, and Foliation Spacing in Rock		
Spacing	Joints	Bedding/Foliation
< 2-inches	Very close	Very thin
2-inches - 1-foot	Close	Thin
1-foot - 3-feet	Moderately Close	Medium
3-feet - 10-feet	Wide	Thick
> 10-feet	Very Wide	Very thick

**P. Acceptance of Structural Steel**

The following procedures have been established for the acceptance of structural steel. Shop drawings shall be submitted for review and approval to the engineer of record for the local public agency (LPA). The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. It is recommended that the contract documents contain provisions that the contractor shall utilize a fabricator that meets the appropriate American Institute of Steel Construction (AISC) certification provisions as outlined in Sec 1080.3.1.6 of the current version of the *MoDOT Standard Specifications for Highway Construction*. Additional information regarding the AISC certification program can be found on their website, [www.AISC.org](http://www.AISC.org).

All welding operations, including material and personnel, shall meet the American Welding Society (AWS) specifications. Primary welds shall meet the provisions of Sec 1080.3.3.5.2 of the current version of the *MoDOT Standard Specifications for Highway Construction*. The LPA or their engineer of record has the option of inspecting the steel units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the reports shown below shall be required.

- Certified mill test reports, including results of chemical and physical tests on all structural steel as furnished.
- Non-destructive testing reports.
- Verification of the girder camber, sweep, and other blocking data.
- Verification of coating operations.

The LPA or their engineer of record shall verify and document that the dimensions of the structural steel units were checked at the jobsite and found to be in compliance with the shop drawings.

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**Q. Kansas Corral Rail**

All labor and materials to construct the rail shall be included in the Kansas Corral Rail quantity. Any rebar cast in the deck that extends to the rail needs to be included in the rail quantity.

Measurement- No direct measurement will be made.

Payment – Payment will be made for plan quantity at the contract unit price.

**<Remainder of Page Intentionally Left Blank>**

## **R. Galvanized Structural Steel Pile**

**Description** – This job special provision contains general requirements for furnishing, coating and placing galvanized steel piles and bracing as shown on the plans and shall be in addition to the requirements of the MoDOT Standard Specification for Highway Construction (MoDOT) Sec 702.

**Material** – Structural steel piles and bracing shall be galvanized in accordance with ASTM A123 and MoDOT Sec 1080. Repairs to the galvanized coating and field galvanizing shall be in accordance with ASTM A780. Zinc rich paints will not be allowed. Repairs and field galvanizing will not be required where the pile will be encased in concrete or below the limits specified in section 3.0 of this job special provision. Protective Coatings specified in MoDOT Sec 702 will not be required for galvanized piles or bracing.

### **Construction Requirements**

- Galvanizing material shall be omitted or removed for a minimum of 2 inch on either side of weld locations. The method used to omit or remove the galvanizing material shall be masking, grinding or other methods as approved by the engineer. If a weld location falls within an area where galvanizing is required, clean the weld area making sure to remove all welding slag. Field galvanize the weld area in accordance with ASTM A780. Zinc rich paints will not be allowed.
- The entire pile length shall be galvanized.
- All shall be galvanized.

**Method of Measurement** – Galvanized Structural Steel Pile in place will be the actual length to the nearest linear foot for that portion of the pile that remains permanently in the structure. See Sec 702 Basis of Payment for any additional length authorized by the engineer resulting from pile splices.

**Basis of Payment** -The accepted quantity of galvanized and non-galvanized pile in place will be paid for at the contract unit price for Galvanized Structural Steel Pile. No direct payment will be made for incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

**S. ACCEPTANCE OF FABRICATED STRUCTURAL MEMBERS AND MATERIALS**

**1.0 General** - The following procedures have been established for the acceptance of precast double tee, I-girder, box-girder and slab panels. Shop drawings shall be submitted to the local agency's engineer for review and approval. The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The local agency or their consultant has the option of inspecting the precast units during fabrication. The fabricator shall furnish a certification of contract compliance and substantiating test reports to the engineer. In addition, the following reports will be required:

- 1.1.** Certified mill test reports, including results of physical tests on the prestressed strands and reinforcement as required.
- 1.2.** Mix design for the concrete and material in formation for all admixtures, to be submitted to the Engineer prior to fabrication of members.
- 1.3.** Test reports on concrete cylinder breaks.

The local agency or consultant may verify and document that dimensions of the units were checked at the job and found to be in compliance with the shop drawings.

**3.0 Shop Drawings**

Shop drawings which are prepared in conformance with the engineer's detailed plans and specifications are not typically required to be signed and sealed.

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**T. DYNAMIC BEARING FORMULA FOR PILE DRIVING.**

The following formulas will be used as a guide to determine the safe bearing value of piles if static load tests are not required.

<u>ENGLISH</u>		
$P = \frac{2WH}{(S+0.1)}$	$\frac{2W}{(W+w)}$	*for single acting hammers.
$P = \frac{2E}{(S+0.1)}$	$\frac{2W}{(W+w)}$	*for double acting hammers and diesel powered hammers with enclosed rams and bounce pressure gauges.
$P = \frac{2(0.75E)}{(S+0.1)}$	$\frac{2W}{(W+w)}$	*for all other diesel powered hammers unless tested as specified in Sec 702.3.2.

\* The value of  $\frac{2W}{(W+w)}$  shall be considered unity if it exceeds one.

- P = safe allowable bearing value in pounds .
- W = weight of striking part of hammer in pounds.
- w = weight (mass) of pile and mandrel in pounds.
- H = height of fall in feet.
- E = manufacturer's rated energy in foot-pounds per blow at manufacturer's rated speed, or in case of a diesel hammer equipped with a bounce pressure gauge the actual energy shown by the gauge chart.
- S = average penetration in inches per blow for 10 to 20 consecutive blows.

A. The above formulas are applicable only if:

- (a) The piles are driven in a vertical position.
- (b) The hammer has an unrestricted fall.
- (c) The pile head is not broomed, crushed or splintered.
- (d) There is no appreciable bounce of the hammer after striking the pile.
- (e) The penetration is at a uniform or uniformly decreasing rate.

B. For piles driven to a batter, the safe bearing value of the pile shall be taken as follows:

$$P_B = \frac{0.1 (10-m) X P}{(1+m^2)}$$

$P_B$  = safe allowable bearing value in pounds for batter pile.

$m$  = the tangent of the angle of batter.

$P$  = safe allowable bearing value in pounds for vertical pile.

#### **U. CONCRETE CYLINDER TESTING**

The contractor shall have an independent testing firm take samples of fresh concrete, make cylinders, cure and test concrete cylinders as follows:

- A) 6 - 4"x8" cylinders for Bt#1 abutment below the girder bearing elevation
- B) 6 - 4"x8" cylinders for Bt#2 abutment below the girder bearing elevation.
- C) 6 - 4"x8" cylinders for each half of the deck.

1 cylinder of each set of 6 shall be tested at 7 days of age. 2 cylinders shall be tested at 28 days. The rest of the cylinders shall be tested as needed upon approval of Boone County Chief Engineer. The untested cylinders shall be held until the project is accepted. Written test results shall be submitted to Boone County.

The contractor shall have an independent testing firm preform slump, air, and temperature tests to accompany each set of cylinders made.

The cost of this testing shall be included in the cost of the cast in place concrete.

Testing personnel shall possess appropriate MoDOT or ACI certification.

#### **V. COMPACTION TESTING**

The contractor shall have an independent testing firm preform density testing on the mechanically stabilized fill. At least two passing tests shall be performed on each separate area of the mechanically stabilized fill. One test shall be performed in the lower half of the fill, the second shall be performed in the upper half of the fill. Lifts tested shall be at least 3 feet apart. Each test shall consist of at least three separate readings equally spread throughout the lift.

The contractor shall have an independent testing firm perform density testing on the top layer of roadway subgrade for each bridge approach (not including areas of mechanically stabilized fill). One set of tests shall be taken every 50 feet with a minimum of 2 sets per bridge approach. A set is defined as three tests taken at the same road station (one in the center of each travel lane and one at the centerline of road). The contractor shall proof roll the completed subgrade per Section 205 of the Boone County Roadway Regulations, Chapter II prior to placement of the aggregate base layer. The contractor may also be required to proof roll the top of the completed aggregate base layer prior to placement of the asphalt base course.

Density testing shall satisfy Boone County Technical Spec Section 02300. Written test results shall be submitted to Boone County by the testing agency. Testing personnel shall possess appropriate MoDOT certification or approved equivalent.

Cost of testing shall be included in the bid item - Compaction Testing.

#### **W. ADDITIONAL NOTES**

1. 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.
2. CONTROL POINTS AND SURVEY MONUMENTS: Survey control points, property corners and survey monuments shall be maintained or replaced in accordance with Technical Specification 01720.
3. EXISTING SIGNS: Existing signs and sign posts that conflict with construction shall be salvaged by the Contractor and delivered to Boone County Public Works at 5551 South Tom Bass Road, Columbia, Missouri unless otherwise noted on the Plans. Coordinate delivery with the Boone County Inspector. Cost shall be incidental to the Removals bid item.
4. EROSION CONTROL: It is the Contractor's responsibility to insure proper erosion control practices are installed on the project and no silt leaves the construction area. 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 in these Project Documents 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 perimeter controls must be installed before beginning grading operations.  
  
Erosion Control will be paid for at the contract Lump Sum bid price and shall include installation, maintenance, repair, and removal once permanent erosion control is established.
5. RESTORATION: The separate seeding and erosion control performance bond described in the Maintenance Requirements Paragraph on page 10.7 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. Restored topsoil thickness shall be uniform and no less than 4 inches thick. Costs for topsoil, lime, fertilizer, seed, and type 3 mulch shall be included in the Restoration bid item price.
6. No CAD files will be furnished for this project.

## APPENDIX A

### STATE WAGE RATES

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

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

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

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

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

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

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

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

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

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# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

Section 010

**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofor			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



**REPLACEMENT PAGE  
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**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.

**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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

**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 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 \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

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

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

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

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

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

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

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

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

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

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## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

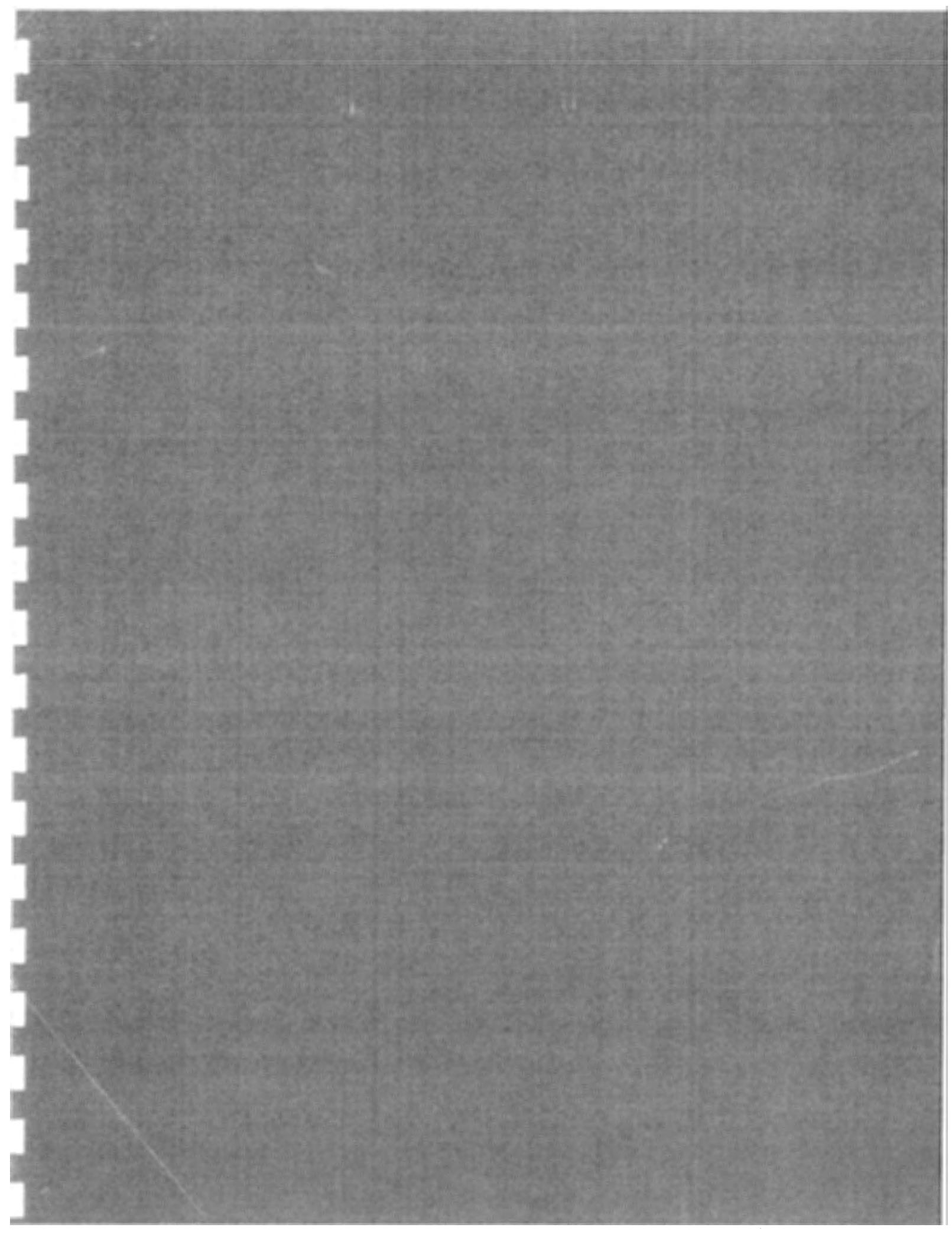
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

## **APPENDIX C**

### **PROJECT PLANS AND/OR DETAILS**

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

March

20

18

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

Now on this day the County Commission of the County of Boone does hereby release an Irrevocable Letter of Credit from Landmark Bank in the amount of \$38,124.30. Said deposit was issued on behalf of Tompkins Homes and Development, Inc. for stormwater improvements located at Woodie Proctor Rd. in Columbia, MO. The work has been completed as required. The original Commission Order accepting the Letter of Credit is 414-2016.

It is further ordered the Presiding Commissioner is hereby authorized to sign said release of the Irrevocable Letter of Credit.

Done this 22nd day of March, 2018

ATTEST:

Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
PHONE (573) 886-4330 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

March 14, 2018

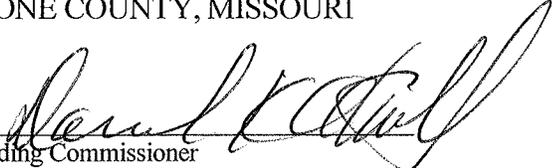
Landmark Bank  
P.O. Box 1867  
Columbia, MO 65205  
Attn: Steve Tanzey, Senior VP

Re: Bank Letter of Credit No.: 2100704733  
Dated: 08/26/2016  
In Favor of Boone County, Missouri on behalf of Tompkins Homes &  
Development, Inc.

Gentlemen:

This certificate authorizes reduction in the amount of \$38,124.30 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

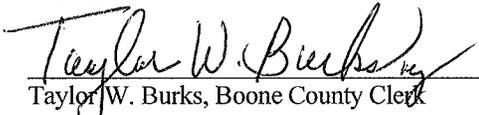
BOONE COUNTY, MISSOURI

By:   
Presiding Commissioner

APPROVED BY:

  
Stan Shawver, Director, Resource Management

ATTEST:

  
Taylor W. Burks, Boone County Clerk

Commission Order 149-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 18

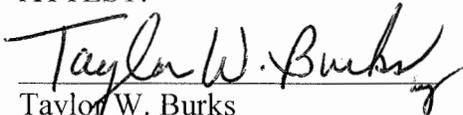
In the County Commission of said county, on the 22nd day of March 20 18

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

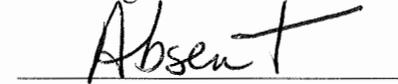
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Courthouse Plaza by March For Our Lives for March 24, 2018 from 11:00 a.m. to 5:00 p.m.

Done this 22nd day of March, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: March For Our Lives

Address: 4814 Norfolk Court

City: Columbia State: MO ZIP Code 65203

Phone: 614-551-4917 Website: \_\_\_\_\_

Individual Requesting Use: Kanchan Hans

Position in Organization: Leader

Address: 4814 Norfolk Court

City: Columbia MO State: MO ZIP Code 65203

Phone: 614-551-4917 Email: marchforourlivescomo@gmail.com,

Event: March For Our Lives Columbia, MO

Description of Use (ex. Concert, speaker, 5K): Rally

Date(s) of Use: March 24th

Start Time of Setup: 11:00 AM AM/PM

Start Time of Event: 1:00 PM AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 3:00 PM AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5:00 PM AM/PM

Emergency Contact During Event: Sonja Phone: 573-864-3706

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Social media (instagram: marchforourlivescomo, twitter forourlivescomo, facebook March For Our Lives Columbia, MO). Fliers around Rock Bridge High School and Unitarian Universalist Church of Columbia. Articles on the Missourian and the Tribune.

at least 300

How many attendees (including volunteers) do you anticipate being at your event? \_\_\_\_\_

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. Hiring off duty police officers and peacekeepers to make sure nothing gets out of hand.

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

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): \_\_\_\_\_

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

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ #minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? 8th street from Francis Quadrangle (the columns) to the Courthouse

\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes  No

If yes, please provide the following:

Security Company: City of Columbia Off Duty Officer Employment

Contact Person Name and Position: application pending

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

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: March For Our Lives

Address: 4814 Norfolk Court Columbia, MO 65203

Phone Number: 614-551-4917 Date of Application: 06/16/18

Email Address: marchforourlivescomo@gmail.com

Signature: \_\_\_\_\_

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

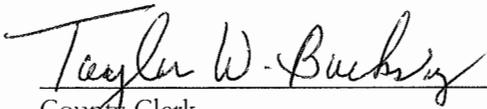
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**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA**

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Commissioner

DATE: 3-22-18

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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March Session of the January Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the 22nd day of March 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the attached list regarding 2018 Commission Assignments.

Done this 22nd day of March, 2018.

~~ATTEST:~~

Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## 2018 COMMISSION ASSIGNMENTS

<u>ALL</u>	<u>FRED J. PARRY</u>
<p>Appointments of Boards &amp; Commissions                      Board of Equalization (BOE)                      Budget Approval                      Commission Budget Coordination                      County Commissioner Association of Missouri (CCAM)                      Farm Bureau                      Legislative Priorities                      Quarterly Meetings-City/County/Columbia Public Schools/UMC/Chamber                      West Central Commissioner's Association</p> <p>Monthly Director Work Sessions:                      911/BCJC – Chad Martin                      Community Services – Kelly Wallis                      Information Technology – Aron Gish                      Resource Management – Stan Shawver                      Public Works Maintenance Operations – Greg Edington                      Purchasing – Melinda Bobbitt                      Human Resources – Jenna Redel                      Legal Counsel – CJ Dykhouse                      Facilities Maintenance – Doug Coley                      Emergency Management—Terry Cassil                      Columbia/Boone County Public Health and Human Services – Stephanie Browning                      Boone County Regional Sewer District – Tom Ratermann</p>	<p>Boone County Regional Sewer District (BCRSD)  <ul style="list-style-type: none"> <li>Sewer NID Coordination</li> </ul>                     Boone County Senior Citizens Services Corp (The Bluffs)                      Central Missouri Events Center(CMEC)                      Convention &amp; Visitors Bureau (CVB)                      Downtown Leadership Council (DLC)                      Extension Council                      Health Trust Committee (HTC)  <ul style="list-style-type: none"> <li>Wellness Subcommittee</li> </ul>                     Human Resources (HR)  <ul style="list-style-type: none"> <li>Employee Benefits</li> <li>Risk Management</li> <li>Workers Comp Committee</li> </ul>                     Information Technology  <ul style="list-style-type: none"> <li>Information Technology Advisory Committee (ITAC)</li> </ul>                     Parking                      Regional Economic Development, Inc. (REDI)                      Resource Management  <ul style="list-style-type: none"> <li>Stormwater- Hinkson Creek CAM</li> <li>Building Codes</li> <li>Planning</li> <li>Engineering</li> </ul> </p>
<p><u>DANIEL K. ATWILL</u></p> <p>Airport Advisory Board                      Boone County Fire Protection District                      Boone Hospital Center Board (BHCB)                      Columbia Area Transportation Study Organization (CATSO)                      Columbia Chamber of Commerce Board *                      911/Emergency Management  <ul style="list-style-type: none"> <li>Local Emergency Planning (LEPC)</li> <li>Boone County Joint Communications (BCJC)</li> <li>Office of Emergency Management (OEM)</li> </ul>                     Financial Signing Official                      Industrial Development Authority (IDA)                      Mid-Missouri Regional Planning Commission (MMRPC)                      Missouri Innovation Center (MIC)                      Public Works  <ul style="list-style-type: none"> <li>Maintenance Operations</li> <li>Road &amp; Bridge Advisory</li> </ul>                     Southern Boone County Fire Protection District                      Central Region Workforce Investment Act (WIA)</p> <p>* MUST BE PRESIDING COMMISSIONER</p>	<p><u>JANET M. THOMPSON</u></p> <p>Boone County Family Resources (BCFR)                      Central Missouri Community Action (CMCA)                      Community Services  <ul style="list-style-type: none"> <li>Children's Services Board</li> <li>Community Health</li> <li>Community Services Advisory</li> </ul>                     County Commissioners Association of Missouri (CCAM)                      Cradle To Career Alliance (C2CA)                      Criminal Justice Administration                      Disproportionate Minority Contact Steering Committee (DMC)                      Facilities Maintenance  <ul style="list-style-type: none"> <li>Condo Board</li> </ul>                     Columbia/Boone County Public Health and Human Services                      Judicial &amp; Law Enforcement Task Force (JLETF)                      Legislative Liaison                      Missouri Association of Counties (MAC)                      Purchasing                      Stepping Up Initiative</p>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

March

20

18

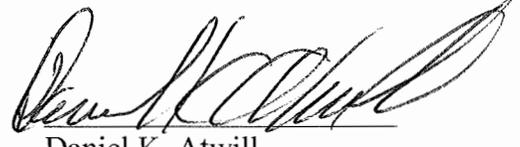
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, March 27, 2018, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 22nd day of March, 2018.

ATTEST:

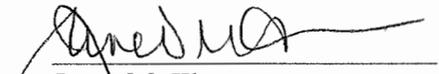
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