

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

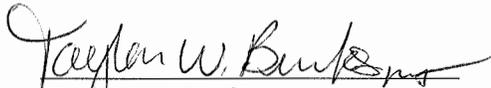
Term. 20 18

In the County Commission of said county, on the 24th day of May 20 18
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize May 20-26 as National Public Works Week.

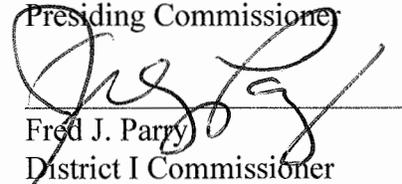
Done this 24th day of May, 2018.

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

PROCLAMATION RECOGNIZING MAY 20-26, 2018 AS NATIONAL PUBLIC WORKS WEEK

- Whereas,* public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Boone County; and
- Whereas,* Boone County Public Works maintains and improves the county's infrastructure network of approximately 780 miles of roadway, rights of way, and bridges; and
- Whereas,* Boone County Public Works and Boone County Resource Management Engineering Division collaborate to provide the best services possible for the citizens of Boone County; and
- Whereas,* these infrastructure and services could not be provided without the dedicated efforts of Boone County Public Works professionals, who are responsible for rebuilding, improving and protecting our county's transportation system; and
- Whereas,* it is in the public interest for the citizens, civic leaders and children in Boone County to gain knowledge of and to maintain a progressive interest in and understanding of the importance of public works and public works programs in their communities; and
- Whereas,* the American Public Works Association has celebrated the annual National Public Works Week since 1960, marking this as the 58th year of recognition; and
- Therefore,* the Boone County Commission does hereby designate the week May 20 -26, 2018 as National Public Works Week and encourages all Boone County citizens to join us in recognizing the substantial contributions Boone County Public Works makes to protecting our health, safety, and quality of life.

IN TESTIMONY WHEREOF, this 24th day of May, 2018.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Taylor W. Burks, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the 24th day of May 20 18

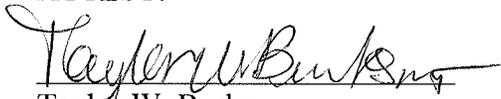
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia's contract 80-2014 as a cooperative contract for Water Distribution Construction Crew Services.

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.

Done this 24th day of May, 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

**PURCHASE AGREEMENT
FOR
80-2014 Water Distribution Construction Crew Services Term and Supply**

THIS AGREEMENT dated the 24th day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Seth Paul Excavating (S.P.E), Inc.** herein "Vendor."

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 Water Distribution Construction Crew Services, in compliance with all bid specifications and any addenda issued for the City of Columbia contract 80-2014, and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, City of Columbia contract 80-2014, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Water Distribution Construction Crew Services**, as specified and priced in City of Columbia contract 80-2014. Prices for services follow in **Attachment One**.

3. **Contract Term** - This agreement shall commence on **the date written above and extend through July 31, 2018** subject to the provisions for termination specified below. The contract has one (1) one-year renewal option available.

4. **Billing and Payment** - All billing shall be invoiced to the using department. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt. 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 Vendor, 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.

5. **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.

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. The County may terminate this agreement due to material breach of any term or condition of this agreement; or
- b. the 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.

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

SETH PAUL EXCAVATING (S.P.E.), INC.

by *Seth Paul*
title *President*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Taylor W. Burks
Taylor W. Burks, County Clerk

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.)

Jane E. Pitchford
Signature *by ag*

5/14/18
Date

Term & Supply
No Encumbrance Required
Appropriation Account

STANDARD CONTRACT 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. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
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 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 the 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 the 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 & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The 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. **The contractor agrees to include 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 the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: The 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. The contractor shall provide to the County copies of certificates of insurance evidencing

coverage for each subcontractor. The subcontractor's commercial general liability and business automobile liability insurance shall name the 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 the contract. 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 County. 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, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all *third-party* 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 the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone *including its directors, officers, agents and employees* 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

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 for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CONTRACT 80-2014

ATTACHMENT ONE

CITY OF COLUMBIA, MO
 REQUEST FOR QUOTATION

Subject:80/2014 Addendum 1 (Water Distribution Main
 Construction Services Term & Supply)

Seth Paul Excavating, Inc.

		UOM	QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1	MINI EXCAVATOR (KUBOTA 121 OR 161 OE EQUAL)	EA	1	\$40.00	\$42.00	\$43.00	\$45.00	
2	BACKHOE (CASE 580 OR EQUAL) WITH HAMMER.	EA	1	\$70.00	\$72.00	\$72.00	\$74.00	
3	SKID STEER LOADER (CASE 420 OR EQUAL)	EA	1	\$37.50	\$40.00	\$40.00	\$42.00	
4	SERVICE TRUCK	EA	1	\$22.00	\$22.00	\$22.00	\$22.00	
5	DUMP TRUCK (TANDEM AXLE)	EA	1	\$40.00	\$43.00	\$44.00	\$45.20	
6	PIPE TRAILER (18')	EA	1	No Bid	No Bid	No Bid	No Bid	
7	OTHER EQUIPMENT (LIST TYPE)	EA	1	No Bid	No Bid	No Bid	No Bid	
8	OTHER EQUIPMENT (LIST TYPE)	EA	1	No Bid	No Bid	No Bid	No Bid	
9	OTHER EQUIPMENT (LIST TYPE)	EA	1	\$37.50	\$37.50	\$37.50	\$42.00	
10	BACKHOE (CASE 580 OR EQUAL) WITHOUT HAMMER.	EA	1	\$55.00	\$57.00	\$57.00	\$59.25	
11	HYDRAULIC EXCAVATOR, 28,000-32,000 LB CLASS	EA	1	\$85.00	\$87.00	\$89.00	\$92.50	
12	TRACK LOADER, CATERPILLAR 953C OR EQUAL	EA	1	\$80.00	\$84.00	\$86.00	\$87.40	
13	LABOR PER HOUR-FOREMAN	EA	1	\$45.93	\$47.00	\$48.10	\$49.30	
14	LABOR PER HOUR-FOREMAN	EA	1	per law	per law	per law	per law	
15	LABOR PER HOUR-EQUIPMENT OPERATOR	EA	1	\$68.25	\$69.76	\$71.26	\$74.44	

CONTRACT 80-2014

ATTACHMENT ONE

CITY OF COLUMBIA, MO
 REQUEST FOR QUOTATION
 Subject:80/2014 Addendum 1 (Water Distribution Main
 Construction Services Term & Supply)
 Seth Paul Excavating, Inc.

		UOM	QTY	Year 1	Year 2	Year 3	Year 4	Year 5
16	LABOR PER HOUR-EQUIPMENT OPERATOR	EA	1	per law	per law	per law	per law	
17	LABOR PER HOUR-PIPEFITTER	EA	1	\$77.66	\$77.66	\$77.66	\$77.66	
18	LABOR PER HOUR-PIPEFITTER	EA	1	per law	per law	per law	per law	
19	LABOR PER HOUR-LABORER	EA	1	\$47.22	\$49.45	\$50.79	\$52.20	
20	LABOR PER HOUR-LABORER	EA	1	per law	per law	per law	per law	
21	LABOR PER HOUR-TRUCK DRIVER	EA	1	\$45.93	\$48.91	\$48.91	\$49.80	
22	LABOR PER HOUR-TRUCK DRIVER	EA	1	per law	per law	per law	per law	
23	LABOR PER HOUR-FINISHER (CONCRETE)	EA	1	\$50.17	\$51.18	\$53.78	\$55.10	
24	LABOR PER HOUR-FINISHER (CONCRETE)	EA	1	per law	per law	per law	per law	
25	Materials supplied by Contractor cost plus a percent (%). Indiate percentage your firm will use for markup for materials needed and not supplied by the City. All items must be preapproved in writing from authorized City Project Manager.	EA	1	0%	0%	0%	0%	



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

8/14/2017

NOTIFICATION OF CONTRACT RENEWAL

**CITY OF COLUMBIA CONTRACT
80/2014**

CONTRACT PERIOD: **August 1, 2017 through July 31, 2018** The City of Columbia has renewed the above contract with your firm, with price increases, for one additional year per your renewal offer dated 7/20/2017. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
80/2014	8/1/17 – 7/31/18	4 of 5	16693	Seth Paul Excavating, Inc. 7777 E New Haven Rd Columbia, MO 65201 Contact: Seth Paul Phone: 573-999-5509 Fax: 573-443-2223 Email: sethpaulexcavating@hotmail.com

Contract Description: Water Distribution Main Construction Services

Notes from Procurement Officer:

Sincerely,

Michelle Sorensen MP 8/14/17

Michelle Sorensen, Procurement Officer
City of Columbia
Michelle.Sorensen@como.gov
(573) 874-6317

CC: David Mathon, Kenneth Eads, Toney Lowery

CITY OF COLUMBIA, MO
 REQUEST FOR QUOTATION

Subject:80/2014 Addendum 1 (Water Distribution Main
 Construction Services Term & Supply)

Seth Paul Excavating, Inc.

		UOM	QTY	Year 1	Year 2	Year 3	Year 4	Year 5
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17	LABOR PER HOUR-PIPEFITTER	EA	1	\$77.66	\$77.66	\$77.66	\$77.66	
18	LABOR PER HOUR-PIPEFITTER	EA	1	per law	per law	per law	per law	
19	LABOR PER HOUR-LABORER	EA	1	\$47.22	\$49.45	\$50.79	\$52.20	
20	LABOR PER HOUR-LABORER	EA	1	per law	per law	per law	per law	
21	LABOR PER HOUR-TRUCK DRIVER	EA	1	\$45.93	\$48.91	\$48.91	\$49.80	
22	LABOR PER HOUR-TRUCK DRIVER	EA	1	per law	per law	per law	per law	
23	LABOR PER HOUR-FINISHER (CONCRETE)	EA	1	\$50.17	\$51.18	\$53.78	\$55.10	
24	LABOR PER HOUR-FINISHER (CONCRETE)	EA	1	per law	per law	per law	per law	
25	Materials supplied by Contractor cost plus a percent (%). Indiate percentage your firm will use for markup for materials needed and not supplied by the City. All items must be preapproved in writing from authorized City Project Manager.	EA	1	0%	0%	0%	0%	

8/2014

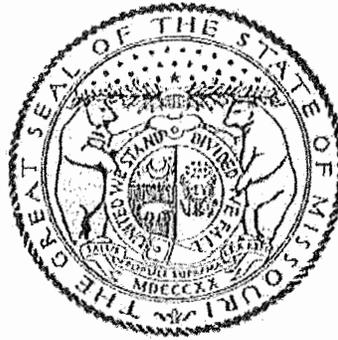
Award Date 8-1-17 → 7-31-18

CPE

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			\$29.75	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 / Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	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
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

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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.

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

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 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.

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BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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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
Oilier-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.

City of Columbia Purchasing

Bid Information

Bid Owner Barb Rorman Procurement Officer
Email bjorman@gocolumbiamo.com
Phone (573) 8747374
Fax (573) 8747762

Bid Number 80/2014 Addendum 1
Title Water Distribution Main Construction Services Term & Supply
Bid Type RFQ-F
Issue Date 05/19/2014
Close Date 7/1/2014 2:00:00 PM

Contact Information

Address CITY OF COLUMBIA
 701 E Broadway, 4th Floor
 COLUMBIA, MO 65201
Contact David Mathon
Department WATER/LIGHT ENGINEER DIV
Building
Floor/Room
Telephone (573) 8747794
Fax
Email

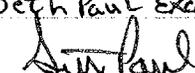
Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name Seth Paul Excavating, Inc.
Contact Name Seth Paul
Address 7777 E. New HAVEN Rd

Telephone 573-999-5509
Fax 573-443-2223
Email Seth Paul Excavating@hotmail.com
Signature 

Supplier Notes

Date 7/1/14

Bid Notes

Bidders may respond to this bid electronically or by hard paper copy. If you have difficulty submitting electronically and elect to submit manually, (hard paper copy) print the "Paper Bid Form" listed under "Documents" in its entirety, complete and submit to City of Columbia Purchasing Division, 701 E Broadway, 5th Floor, Columbia, Mo 65201 no later than the Closing Date/Time listed here. If bidding electronically answer all questions in this electronic bid and submit electronically. Electronic bonding is now available through Surety2000.com. If you are submitting a paper bond, the original must be delivered to the Purchasing office by closing date and time.

Bid Activities

Date	Name	Description
6/6/2014 10:00:00 AM	Prebid Conference	A pre-bid conference has been scheduled for 10:00 a.m. Friday, June 6, 2014 in the conference room of the Purchasing Division, 701 E Broadway, 5th Floor, Columbia, Missouri. The purpose of the meeting will be to answer any questions bidders might have about the plans, specifications, and schedule of the work.

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	80-2014 Water Distribution Construction Crew term & Supply.pdf	Water Distribution Construction Crew Term and Sply Request for Quotation
Header	80-2014 Addendum 1.pdf	Water Distribution Main Construction Services Term & Supply ADDENDUM #1

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	<u>Agree SP</u> (Required)
2	Payment Terms	Please Indicate Payment Terms:	<u>Net 15</u> (Required)
3	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with WATER DISTRIBUTION MAIN CONSTRUCTION CREW SERVICES, as needed and as requested, from date of award through July 31, 2015. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	<u>SP</u> (Required)
4	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	<u>SP</u> (Required)
5	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	<u>SP - Yes</u> (Optional)
6	Insurance Requirements - Bidder Agreement	Successful Bidder agrees to comply with attached Insurance Requirements upon award.	<u>SP - Yes</u> (Required)
7	Performance Bond Acknowledgment	On award of the Contract, the successful Contractor shall furnish a Performance Bond in an amount \$200,000.00 through the life of the contract, guaranteeing faithful compliance with all requirements of the Contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.	<u>SP - Yes</u> (Required)
8	STATEMENT OF BIDDER QUALIFICATIONS	HAVE YOU COMPLETED THE STATEMENT OF BIDDERS QUALIFICATIONS FORM LOCATED IN BID ATTACHMENTS ABOVE, AND ATTACHED TO YOUR BID OR FAXED TO PURCHASING? FAX: 573-874-7762 INDICATE YES OR NO	<u>Yes</u> (Required)
9	Prevailing Wages	This Project requires that Prevailing Wages be paid to all employees who work in specific classifications, as identified within the attached wage order.	<u>Yes - SP</u> (Required)

10 Bid Bond

Each Bidder shall submit a bid bond, in an amount of \$10, included - AP (Required) 000.00 (Ten Thousand Dollars and No Cents)5% of the total \$200,000.00, anticipated annual amount, to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: 1.) Traditional Hard Paper Copy of the bond or a certified check, payable to the City of Columbia 2.) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City. If submitting (by mail or delivery)a paper bid bond, type in Paper Bond in the box to the right. If Submitting an electronic bid bond, through Surety2000, type in the 11 digit verification provided by Surety2000 in the box to the right.

11 SUBCONTRACTED WORK

THIS MUST BE FILLED IN, WORK SUBCONTRACTED, included (Required) SUBCONTRACTOR, DBE (Y/N)-CERTIFIED BY MODOT.

12 Statement of Bidder's Qualifications Form

Check this box ONLY if the statement of bidder's qualifications form has been completed and attached to your bid response or faxed to 573-874-7762 Ref: Bid # included (Required)

13 Projects Completed Recently

List a minimum of three projects completed recently for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary. AP (Required)

14 Employee Information

Give a statement of how many qualified people are now in your employ and whether they are Union or non-Union. If Union, to what Union do they belong? Yes (Required)

If you do not have sufficient people in your employ to handle this contract, state source of additional skilled people required and list their qualifications.

Bids should include the names of key project personnel expected to be directly employed in the work and list their qualifications/experience.

15 Bidder's Financial

Provide sufficient information to show bidder's financial ability and responsibility to carry on the work; i.e. - furnish Financial Statement. Confidential - Bonding Company (no info) (Required)

16 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

Indicate if you agree to comply.

agree - sp (Required)

17 W-9 Submission

Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.

Can if needed - sp (Optional)

18 Addendums

Bidders shall note the changes outlined in Addendum No.1 to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically, by checking the box to the right of this field, if submitting their bid through this electronic bid system on line.

✓ - included - sp (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	EA	MINI EXCAVATOR (KUBOTA 121 OR 161 OE EQUAL)	\$ 40.00
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: _____				
2	1	EA	BACKHOE (CASE 580 OR EQUAL) WITH HAMMER.	\$ 70.00
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: _____				
3	1	EA	SKID STEER LOADER (CASE 420 OR EQUAL)	\$ 37.50
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: Case 450 (bigger)				
4	1	EA	SERVICE TRUCK	\$ 22.00
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: Two - Available				
5	1	EA	DUMP TRUCK (TANDEM AXLE)	\$ 40.00
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: Two Available				
6	1	EA	PIPE TRAILER (18')	\$ 0-
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: Multiple Available - included with Service Truck				

7 1 EA OTHER EQUIPMENT (LIST TYPE) \$ _____

Item Notes: PLEASE STATE RATE PER HOUR

Supplier Notes: _____

8 1 EA OTHER EQUIPMENT (LIST TYPE) \$ _____

Item Notes: PLEASE STATE RATE PER HOUR

Supplier Notes: _____

9 1 EA OTHER EQUIPMENT (LIST TYPE) \$ 37.50

Item Notes: PLEASE STATE RATE PER HOUR

Supplier Notes: Kubota SVL75 Compact Track Loader

10 1 EA BACKHOE (CASE 580 OR EQUAL) WITHOUT HAMMER. \$ 55.00

Item Notes: PLEASE STATE RATE PER HOUR

Supplier Notes: Kubota 080 Excavator - Rubber Tracks

11 1 EA HYDRAULIC EXCAVATOR, 28,000-32,000 LB CLASS \$ 85.00

Item Notes: PLEASE STATE RATE PER HOUR

Supplier Notes: 46,000 lbs.

12 1 EA TRACK LOADER, CATERPILLAR 953C OR EQUAL \$ 80.00

Item Notes: PLEASE STATE RATE PER HOUR

Supplier Notes: _____

13 1 EA LABOR PER HOUR-FOREMAN

\$ 45.93

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

14 1 EA LABOR PER HOUR-FOREMAN

\$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: Dictated By Law

15 1 EA LABOR PER HOUR-EQUIPMENT OPERATOR

\$ 68.25

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

16 1 EA LABOR PER HOUR-EQUIPMENT OPERATOR

\$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: _____

17 1 EA LABOR PER HOUR-PIPEFITTER

\$ 72.66

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

18 1 EA LABOR PER HOUR-PIPEFITTER

\$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: _____

19 1 EA LABOR PER HOUR-LABORER \$ 47.22

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

20 1 EA LABOR PER HOUR-LABORER \$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: _____

21 1 EA LABOR PER HOUR-TRUCK DRIVER \$ 45.93

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

22 1 EA LABOR PER HOUR-TRUCK DRIVER \$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: _____

23 1 EA LABOR PER HOUR-FINISHER (CONCRETE) \$ 50.17

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

24 1 EA LABOR PER HOUR-FINISHER (CONCRETE) \$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: _____

25 1 EA Materials supplied by Contractor cost plus a percent (%). Indiate percentage your firm will use for markup for materials needed and not supplied by the City. All items must be preapproved in writing from authorized City Project Manager. 0 %

Manufacturer: Manufacturer #:

Item Notes: NOTE: Any material item costing over \$100 will require a copy of the vendor's invoice from his supplier to be submitted with the vendor's itemized invoice to the City. Invoices less than \$100.00 must be retained by the vendor for audit purposes for a minimum of 5 years.

Supplier Notes: _____

SECTION I

**BID RESPONSE
Water Distribution Construction Crew Services Term & Supply**

THE UNDERSIGNED BIDDER, having examined the specifications, general 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 quotation; (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. **Missouri Sales and Use Tax are not to be included in this pricing.**

Indicate below the classifications that make up a typical water distribution main construction crew that bidder proposes for this contract and the hourly labor rate for each.

CREW		
Classification	Regular Time	Overtime
<u>Operator - Group I</u>	<u>68.25</u>	<u>N/A</u>
<u>Pipefitter</u>	<u>77.66</u>	<u>N/A</u>
<u>Laborer - 1st Semi-Skilled</u>	<u>47.22</u>	<u>N/A</u>
<u>Truck Driver - Group III</u>	<u>45.93</u>	<u>N/A</u>
<u>Cement Mason</u>	<u>50.17</u>	<u>N/A</u>
<u>foreman</u>	<u>45.93</u>	<u>N/A</u>

} Determined by
Wage Laws
for each
situation

EQUIPMENT

Bidder shall submit in a separate attachment the list of proposed equipment for this contract. Include Manufacture/Make/Model, capacity description and other relevant information and hourly rate for each.

OTHER COSTS

Indicate cost of any other charges not already quoted in Sections I and II that will apply during the term of this contract.

The normal work week from which payment shall be made at the Regular Time rate shall be 5 days, 8 hours per day, 40 hours per week. Additional work will be done only as authorized by the City.

SECTION II

2.1 **DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. **DBE? Yes No**

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, list the names of the firms and the work to be assigned in spaces below: **THIS INFORMATION IS REQUIRED**

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
NONE		

2.3 Prevailing Wages All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #20, which is attached to this bid document. If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

2.4 Debarment and Suspension By submission of its response, the Bidder agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically; the bidder certifies that neither he/she nor their principals are 1.) Presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) Have not with a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) Are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and 4.) Have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.5 Certification of Non-Resident/Foreign Contractors: If the Contractor is a foreign corporation or nonresident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

SECTION III

3.1 TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Water Distribution Construction Crew Services, as needed and as requested, from date of award through July 31, 2015.

3.2 Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.

SECTION IV

4.1 **Non Collusion** In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

4.2 **Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of Contract Documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
<u>#1</u>	<u>6-6-14</u>
_____	_____
_____	_____

4.3 **Validity of Bids** In submitting this bid it is understood that the right is reserved by the Owner, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

SECTION V

5.1 **Reserved Rights/ Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

BIDDERS SIGNATURE:

Firm Seth Paul Excavating, inc.

Individual Seth Paul *Seth Paul*

Title President

Address 7777 E. New Haven Rd.
Columbia, Mo. 65201

Phone 573-999-5509

Date 6-30-14

SECTION VI

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed data 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 set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications – Pages:

- Section VIII ITEM # 6 - Payment - We Request NET 15 DAYS.

- Any items Purchased for Job will be billed to CITY at 0% Mark-up.

All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted. Bidders shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidders shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, 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.

SALES TAX EXEMPTION: Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Natural Resources or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

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 this 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 City will not carry insurance against such loss or damage until the acceptance of the project.

Bidders shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, 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

SECTION VII

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 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: Seth Paul Excavating, inc.

2. BUSINESS ADDRESS: 7777 E. New Haven Rd. Columbia Mo. 65201

3. Date Organized: 5/2001 4. Date Incorporated: 5/2001

Federal Tax ID# 43-1926588

5. If NOT INCORPORATED, state type of business (sole proprietor, partnership, etc):
Provide Federal tax ID or social security #: _____

6. Number of years engaged in contracting business under present firm name: 13

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: 100 %

9. Have you ever failed to complete any work awarded to your company? No
If so, where and why? _____

10. Have you ever defaulted on a contract? No
If so, where and why? _____

11. List a minimum of three projects completed recently for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.

Contract # 47/2009 - Currently on T&S w/ CITY - 5 years
Parks and Rec, Storm Water, Landfill, Water Distribution
Numerous Private Jobs as well. Also, #17/2011

12. List of projects currently in progress. Include same information as in Item 11 above. Use separate sheet if necessary.

Contract #47/2009 Currently, Park and Rec. earthmoving - 2nd
MULTIPLE PRIVATE JOBS - More can be provided if necessary.
* 4 Man Crew - Non-union - All safety work on this contract
Combined 75 years experience
Seth Paul -
Ben Hildedick -
James Phillippe -
Lindell Harmon -



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

ADDENDUM #1 June 6, 2014

Request for Quotation # 80/2014

Water Distribution Main Construction Services Term & Supply

Closing Date: 2:00 pm, CT, Tuesday, July 1, 2014

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid. This addendum consists of the following information:

1. **CLOSING DATE** has not been changed.
2. **PREBID CONFERENCE WAS HELD, June 6, 2014**
3. **ADDITIONAL/CHANGES/CLARIFICATIONS**

Attribute 7: Performance Bond Acknowledgment

On award of the Contract, the successful Contractor shall furnish a Performance Bond in an amount \$200,000.00 through the life of the contract, guaranteeing faithful compliance with all requirements of the Contract.

The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

Attribute 10: Bid Bond

Each Bidder shall submit a bid bond, in an amount of \$10,000.00 (Ten Thousand Dollars and No Cents) 5% of the total \$200,000.00, anticipated annual amount, to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: 1.) Traditional Hard Paper Copy of the bond or a certified check, payable to the City of Columbia 2.) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City. If submitting (by mail or delivery) a paper bid bond, type in Paper Bond in the box to the right. If Submitting an electronic bid bond, through Surety2000, type in the 11 digit verification provided by Surety2000 in the box to the right.

NO OTHER ADDITIONAL CHANGES MADE

BARB RORMAN, CPPB
PROCUREMENT OFFICER
CITY OF COLUMBIA

ACKNOWLEDGMENT

The undersigned bidder hereby certifies that the change set forth in this addendum has been incorporated in their bid and is a part of the Request for Quotation # 80/2014.

Firm: Seth Paul Excavating

Signed: Seth Paul

Date: 6/30/14



Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Seth Paul Excavating, Inc.

7777 E. New Haven Road, Columbia, MO 65201

as Principal, hereinafter called the Principal, and
INTERNATIONAL FIDELITY INSURANCE COMPANY

(Here insert full name and address or legal title of Surety)

1560 Wall Street, Suite 207, Naperville, IL 60563

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name, address or legal title of Owner)

City of Columbia

701 E. Broadway, 5th Floor, Columbia, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5 %),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Water Distribution Construction Crew Term & Supply - RFQ 80/2014

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of July 2014

Seth Paul Excavating, Inc.

(Principal)

(Seal)

(Witness)

(Title)

INTERNATIONAL FIDELITY INSURANCE CO.

(Seal)

Suzellen Bax

(Witness)

Kris Copra
Kris Copra (Surety)

ATTORNEY-IN-FACT (Title)

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri

County of Cole



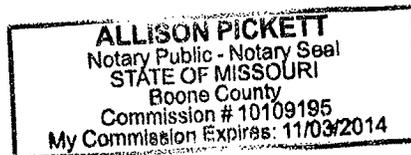
ss.

On this 1st day of July, 2014, before me personally appeared Kris Copra, known to me to be the Attorney-in-Fact of International Fidelity Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Allison Pickett
Notary Public in the State of Missouri
County of Boone

(Seal)



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ALLISON PICKETT, KRIS COPRA, LOUIS A. LANDWEHR

Jefferson City, MO.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation; to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals, of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of July, 2014

MARIA BRANCO, Assistant Secretary

**TO BE ATTACHED TO ALL MISSOURI POLICIES
AND CONTRACTS**

International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102

S.P.E. INC.
777 E. NEW HAVEN RD.
COLUMBIA, MO 65201

67-01-14 POLICE HQ

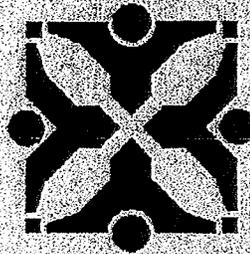
Water Distribution Construction Crews
Services T & S

RFQ #8012014 Bid

PURCHASING/ORIGINAL

CITY OF COLUMBIA CONTRACT DOCUMENTS

CONTRACT # 80/2014 WATER DISTRIBUTION MAIN CONSTRUCTION SERVICES TERM & SUPPLY



FINANCE/PURCHASING DIVISION
WILL HOBART, MBA, CPPO, CPPB
PURCHASING AGENT
701 E. BROADWAY
5TH FLOOR
COLUMBIA, MO 65201

TAD JOHNSEN
WATER & LIGHT DIRECTOR

JOHN BLATTEL
DIRECTOR OF FINANCE

BARBARA RORMAN, CPPB
PROCUREMENT OFFICER

CONTRACT # 80/2014
WATER DISTRIBUTION MAIN CONSTRUCTION SERVICES TERM & SUPPLY
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Exhibits:

- (A) RFQ, Contractors Bid Response, and Insurance Certificate
- (B).... Performance Bond
- (D).... Compliance with Prevailing Wage Law
- (E).... Missouri State Prevailing Wage Rate
- (F).... Affidavit - Release of Liens
- (G).... Final Receipt of Payment and Release
- (H).... Work Authorization Affidavit

*EXHIBITS ARE STANDARD LABELS

THIS CONTRACT DOES NOT REQUIRE EXHIBIT C



**CITY OF COLUMBIA CONTRACT
WATER DISTRIBUTION MAIN CONSTRUCTION SERVICES TERM & SUPPLY
CITY OF COLUMBIA CONTRACT #80/2014**

THIS AGREEMENT is made and entered into this September 2, 2014, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "Owner", or "City", and Seth Paul Excavating, Inc, a Corporation in the State of Missouri, hereinafter called the "Contractor".

WHEREAS, the City has a need for completion of the **WATER DISTRIBUTION MAIN CONSTRUCTION SERVICES** and

WHEREAS, the City has advertised for bids for Contractor, has received said bids, analyzed same and duly awarded a Contract to the above referenced "Contractor" for labor and materials as hereinafter set forth and as stated more in detail in the City's Request for Quotation No.80/2014 and Contractor's response dated July 1, 2014, all of which are made a part of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. Contractor agrees to the work as described in RFQ# 80/2014,
2. Contractor shall be responsible and agrees to perform all work according to the specifications, material standards, mobilization, setup and construction standards, procedures and quality standards set out in the Contractor's response to the City's Request for Quotation for the **WATER DISTRIBUTION MAIN CONSTRUCTION SERVICES** RFQ # RFQ# 80/2014, Pages 1 thru 17, plus technical specifications, exhibits and addendum 1, which are made part of this agreement as Exhibit A and incorporated herein verbatim.
3. *City agrees to pay the Contractor rates as specified in the Contractors response RFQ#80/2014 through July 31, 2015 for this work. Annual estimate \$200,000.00.* The City may renew for up to four (4) additional one-year contract periods.

CONTRACT STIPULATIONS

1. **DEFINITIONS:**
 - a. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
 - b. "Contractor" shall mean the party having entered into Contract to perform the work herein specified.
 - c. "Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.
 - d. "Work" of the Contractor or subcontractor includes labor or material or both.
 - e. "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.

f. "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 manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard 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 from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the Purchasing Division.

2. **BONDING:** When the Contractor delivers this contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by the City. Bonds shall be written by a company approved by the City, each in an amount of one hundred percent of the contract price, guaranteeing complete and faithful performance of the contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one year after completion of work.

3. **CONTRACTOR'S INSURANCE:**

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 City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City **which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

A. **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 the 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.

B. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract.

Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
\$2,000,000 Aggregate for Products/Completed Operations
\$2,000,000 Personal Injury/Advertising Injury
\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- C. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.
- D. **UMBRELLA EXCESS LIABILITY:** The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.
- E. **WAIVER OF SUBROGATION:** The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers,

directors and employees.

F. **CERTIFICATES OF INSURANCE:** As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. 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. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

G. **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.

4. **HOLD HARMLESS AGREEMENT:**

To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor 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 City of Columbia from its own negligence.

5. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all City ordinances, and laws of the City, County, State, and Nation as apply to the work herein outlined.

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

- a. Not later than thirty (30) days after receipt of invoice, the City will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the City will retain five percent (5%) of the amount of each such estimate. Not later than thirty days after

final tests and acceptance, the City will make final payment of the retained five percent. If, for any reason, the City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of the Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.

- b. The Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia 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 City from any and all claims or liabilities on the part of the City relating to or connected with the Contract.
- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation 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.
- d. The Contractor shall pay: For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of 95% 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.

To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

- e. The City may offset or deduct any amounts Contractor owes to the City from the final payment.
7. **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 City 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 between the parties either:
- (a) by an acceptable lump sum proposal of the Contractor, or
 - (b) on a cost-plus limited basis not to exceed a specified limit.
- In the event that none of the foregoing methods are agreed upon with the Contractor, the City may perform the work by force account.
8. **PATENTS:** The Contractor shall protect the City against all suits for patent infringement on materials, equipment, and methods used.
9. **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 City, be removed by the Contractor and replaced by an employee with proper qualifications.

10. **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 City 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.”
11. **SUBCONTRACTING:** No part of the work covered by this Contract shall be sublet by the Contractor without the prior written approval of the City. The Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by the City. Any subcontractor performing work under this contract at the direction of the Contractor shall file a “Final Receipt of Payment and Release” form. This completed form shall be submitted to the City along with application for final payment.
12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- a. The safety provisions of applicable laws, and 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”, 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.
 - b. 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 present unusual hazard.
13. **EQUAL OPPORTUNITY:** The City of Columbia 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.
14. **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.
15. **AMERICANS WITH DISABILITIES ACT:** The successful Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves the Contractor providing services directly to the public, the successful Contractor shall make the services, programs, and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds

under this agreement is conditional upon the successful Contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

16. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

17. **SPECIFICATIONS AND DRAWINGS:** The Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give the City and the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings 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 drawings 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 drawings and other information as may be considered necessary, unless otherwise provided.

18. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the City 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 (10) 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 made by the City and charged to the Contractor.

19. **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 authorized representatives of the City.

20. **ADDITIONS OR EXCEPTIONS TO TERMS AND CONDITIONS:** Acceptance of any additions or exceptions to the City's terms and conditions submitted by the contractor will be subject to the City's discretion, and may or not be included in the final agreement.

21. **TERMINATION FOR DEFAULT:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the goods or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

22. TERMINATION FOR CONVENIENCE: The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Manager will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to the Respondent of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter the Respondent will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

23. PREVAILING WAGES: This Contract shall be based upon payment by the Contractor and his subcontractors 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 Missouri Division of Labor Standards.

- a. 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.
- b. 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.
- c. **RECORDS:** The Contractor and each subcontractor 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 Missouri Division of Labor Standards and the Owner. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- d. **NOTICES:** A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works. (RSMo 290.265.)
- e. **PENALTY:** Pursuant to Section 290.250 RSMo, The contractor shall forfeit as a penalty to the city on whose behalf the contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made to him, the contractor may recover from him the amount of the penalty in a suit at law.

The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

- f. **AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor and each subcontractor must file with the Owner 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.. Exhibit D is to be used for this purpose.
- g. **WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Missouri Division of Labor Standards or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the Owner, nor will deductions be made by the Owner against sums due the Contractor by reason of any such change.
- h. The prevailing wage rate determination made by the Missouri Division of Labor Standards applicable to this contract is reproduced verbatim and included in this bid.

24. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS: (Applies to Contracts issued after 8/28/09)

- a. **CONTRACTOR** shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project.
- c. **CONTRACTOR** shall require all subcontractors to observe the construction safety program requirements of this section.
- d. Pursuant to Sec. 292.675 RSMo., **CONTRACTOR** shall forfeit as a penalty to the CITY \$2,500.00 plus \$100.00 for each employee employed by **CONTRACTOR** or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. CITY shall withhold and retain from the amount due **CONTRACTOR** under this contract, all sums and amounts due and owing CITY as a result of any violation of this section.

25. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

- a. Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- b. As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of

documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- c Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

26. SPECIFICATIONS

All work performed in relation to this project shall be in accordance to the City of Columbia Street, Storm Sewer, and Sanitary Sewer Specifications and Standards. These specifications and standards can be found at <http://www.gocolumbiamo.com/PublicWorks/Engineering> or are available upon request.

The technical specifications of each particular project shall take precedence over the standard specifications whenever any disagreement exists.

Contractor is responsible to be aware and knowledgeable of the contents of these specifications and to administer the contract work in strict accordance with said specifications.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year first above written.

CONTRACTOR
(Seal)

Seth Paul Excavating, Inc.

Seth Paul

Name:

Seth Paul

By:

Resident

Title:

ATTEST:

CITY OF COLUMBIA, MISSOURI

By:

Will Hobart

Will Hobart, Purchasing Agent

APPROVED AS TO FORM:

Nancy Thompson

Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account 550-7220-620-4990 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.



John Blattel, Director of Finance

OKAS
a/10/14

EXHIBIT A

City of Columbia Purchasing

Bid Information

Bid Owner Barb Rorman Procurement Officer
Email bjorman@gocolumbiamo.com
Phone (573) 8747374
Fax (573) 8747762
Bid Number 80/2014 Addendum 1
Title Water Distribution Main Construction Services Term & Supply
Bid Type RFQ-F
Issue Date 05/19/2014
Close Date 7/1/2014 2:00:00 PM

Contact Information

Address CITY OF COLUMBIA
701 E Broadway, 4th Floor
COLUMBIA, MO 65201
Contact David Mathon
Department WATER/LIGHT ENGINEER DIV
Building
Floor/Room
Telephone (573) 8747794
Fax
Email

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name Seth Paul Excavating, Inc.
Contact Name Seth Paul
Address 7777 E. New Haven Rd

Telephone 573-999-5509
Fax 573-443-2223
Email SETH PAUL EXCAVATING@HOTMAIL.COM
Signature Seth Paul

Supplier Notes

Date 7/1/14

Bid Notes

Bidders may respond to this bid electronically or by hard paper copy. If you have difficulty submitting electronically and elect to submit manually, (hard paper copy) print the "Paper Bid Form" listed under "Documents" in its entirety, complete and submit to City of Columbia Purchasing Division, 701 E Broadway, 5th Floor, Columbia, Mo 65201 no later than the Closing Date/Time listed here. If bidding electronically answer all questions in this electronic bid and submit electronically. Electronic bonding is now available through Surety2000.com. If you are submitting a paper bond, the original must be delivered to the Purchasing office by closing date and time.

Bid Activities

Date	Name	Description
6/6/2014 10:00:00 AM	Prebid Conference	A pre-bid conference has been scheduled for 10:00 a.m. Friday, June 6, 2014 in the conference room of the Purchasing Division, 701 E Broadway, 5th Floor, Columbia, Missouri. The purpose of the meeting will be to answer any questions bidders might have about the plans, specifications, and schedule of the work.

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

10 Bid Bond

Each Bidder shall submit a bid bond, in an amount of \$10, included - AP (Required) 000.00 (Ten Thousand Dollars and No Cents)5% of the total \$200,000.00, anticipated annual amount, to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: 1.) Traditional Hard Paper Copy of the bond or a certified check, payable to the City of Columbia 2.) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City. If submitting (by mail or delivery)a paper bid bond, type in Paper Bond in the box to the right. If Submitting an electronic bid bond, through Surety2000, type in the 11 digit verification provided by Surety2000 in the box to the right.

11 SUBCONTRACTED WORK

THIS MUST BE FILLED IN, WORK SUBCONTRACTED, included (Required) SUBCONTRACTOR, DBE (Y/N)-CERTIFIED BY MODOT.

12 Statement of Bidder's Qualifications Form

Check this box ONLY if the statement of bidder's qualifications form has been completed and attached to your bid response or faxed to 573-874-7762 Ref: Bid # included (Required)

13 Projects Completed Recently

List a minimum of three projects completed recently for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary. AP (Required)

14 Employee Information

Give a statement of how many qualified people are now in your employ and whether they are Union or non-Union. If Union, to what Union do they belong? Yes (Required)

If you do not have sufficient people in your employ to handle this contract, state source of additional skilled people required and list their qualifications.

Bids should include the names of key project personnel expected to be directly employed in the work and list their qualifications/experience.

15 Bidder's Financial

Provide sufficient information to show bidder's financial ability and responsibility to carry on the work; i.e. - furnish Financial Statement. Confidential - Bonding Company (val) info (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	EA	MINI EXCAVATOR (KUBOTA 121 OR 161 OE EQUAL)	\$ 40.00
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: _____				
2	1	EA	BACKHOE (CASE 580 OR EQUAL) WITH HAMMER.	\$ 70.00
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: _____				
3	1	EA	SKID STEER LOADER (CASE 420 OR EQUAL)	\$ 37.50
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: Case 450 (digger)				
4	1	EA	SERVICE TRUCK	\$ 22.00
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: Two Available				
5	1	EA	DUMP TRUCK (TANDEM AXLE)	\$ 40.00
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: Two Available				
6	1	EA	PIPE TRAILER (18')	\$ 0-
Item Notes: PLEASE STATE RATE PER HOUR				
Supplier Notes: Multiple Available - included with Service Truck				

13 1 EA LABOR PER HOUR-FOREMAN

\$45.93

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

14 1 EA LABOR PER HOUR-FOREMAN

\$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: Dictated By Law

15 1 EA LABOR PER HOUR-EQUIPMENT OPERATOR

\$68.25

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

16 1 EA LABOR PER HOUR-EQUIPMENT OPERATOR

\$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: _____

17 1 EA LABOR PER HOUR-PIPEFITTER

\$72.66

Item Notes: PLEASE STATE HOURLY RATE

Supplier Notes: _____

18 1 EA LABOR PER HOUR-PIPEFITTER

\$ N/A

Item Notes: PLEASE STATE OVERTIME RATE

Supplier Notes: _____

25 1 EA Materials supplied by Contractor cost plus a percent (%). Indiate percentage your firm will use for markup for materials needed and not supplied by the City. All items must be preapproved in writing from authorized City Project Manager. 0 %

Manufacturer: Manufacturer #:

Item Notes: NOTE: Any material item costing over \$100 will require a copy of the vendor's invoice from his supplier to be submitted with the vendor's itemized invoice to the City. Invoices less than \$100.00 must be retained by the vendor for audit purposes for a minimum of 5 years.

Supplier Notes: _____

SECTION I

**BID RESPONSE
Water Distribution Construction Crew Services Term & Supply**

THE UNDERSIGNED BIDDER, having examined the specifications, general 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 quotation; (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. **Missouri Sales and Use Tax are not to be included in this pricing.**

Indicate below the classifications that make up a typical water distribution main construction crew that bidder proposes for this contract and the hourly labor rate for each.

CREW		
Classification	Regular Time	Overtime
<u>Operator - Group I</u>	<u>68.25</u>	<u>N/A</u>
<u>Pipesitter</u>	<u>77.66</u>	<u>N/A</u>
<u>Laborer - 1st Semi-Skilled</u>	<u>47.22</u>	<u>N/A</u>
<u>Truck Driver - Group III</u>	<u>45.93</u>	<u>N/A</u>
<u>Cement Mason</u>	<u>50.17</u>	<u>N/A</u>
<u>foreman</u>	<u>45.93</u>	<u>N/A</u>

} Determined by
Wage Laws
for each
situation

EQUIPMENT

Bidder shall submit in a separate attachment the list of proposed equipment for this contract. Include Manufacture/Make/Model, capacity description and other relevant information and hourly rate for each.

OTHER COSTS

Indicate cost of any other charges not already quoted in Sections I and II that will apply during the term of this contract.

The normal work week from which payment shall be made at the Regular Time rate shall be 5 days, 8 hours per day, 40 hours per week. Additional work will be done only as authorized by the City.

SECTION II

2.1 **DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. **DBE?** Yes No

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, list the names of the firms and the work to be assigned in spaces below: **THIS INFORMATION IS REQUIRED**

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
NONE		

2.3 Prevailing Wages All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #20, which is attached to this bid document. If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

2.4 Debarment and Suspension By submission of its response, the Bidder agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically; the bidder certifies that neither he/she nor their principals are 1.) Presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) Have not with a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) Are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and 4.) Have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.5 Certification of Non-Resident/Foreign Contractors: If the Contractor is a foreign corporation or nonresident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

SECTION III

3.1 TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Water Distribution Construction Crew Services, as needed and as requested, from date of award through July 31, 2015.

3.2 Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.

SECTION IV

4.1 **Non Collusion** In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

4.2 **Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of Contract Documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
<u>#1</u>	<u>6-6-14</u>
_____	_____
_____	_____

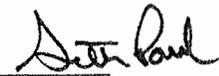
4.3 **Validity of Bids** In submitting this bid it is understood that the right is reserved by the Owner, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

SECTION V

5.1 **Reserved Rights/ Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

BIDDERS SIGNATURE:

Firm Seth Paul Excavating, inc.

Individual Seth Paul 

Title President

Address 7777 E. New Haven Rd.
Columbia, Mo. 65201

Phone 573-999-5509

Date 6-30-14

SECTION VI

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed data 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 set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications – Pages:

- Section VIII ITEM # 6 - Payment - We Request NET 15 DAYS.
- Any items Purchased for job will be billed to CITY AT 0% Mark-up.

All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted. Bidders shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidders shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, 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.

SALES TAX EXEMPTION: Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Natural Resources or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

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 this 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 City will not carry insurance against such loss or damage until the acceptance of the project.

Bidders shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, 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

SECTION VII

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 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: Seth Paul Excavating, Inc.

2. BUSINESS ADDRESS: 7777 E. New Haven Rd. Columbia, Mo. 65201

3. Date Organized: 5/2001 4. Date Incorporated: 5/2001

Federal Tax ID# 43-1926588

5. If NOT INCORPORATED, state type of business (sole proprietor, partnership, etc):
Provide Federal tax ID or social security #: _____

6. Number of years engaged in contracting business under present firm name: 13

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: 100 %

9. Have you ever failed to complete any work awarded to your company? No
If so, where and why? _____

10. Have you ever defaulted on a contract? No
If so, where and why? _____

11. List a minimum of three projects completed recently for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.

Contract # 47/2009 - currently on T&S w/ CITY - 5 years
Parks and Rec, Storm Water, Landfill, Water Distribution
Numerous Private Jobs as well. Also, #17/2011

12. List of projects currently in progress. Include same information as in Item 11 above. Use separate sheet if necessary.

Contract #47/2009 currently, Park and Rec. earthmoving - 2nd
MULTIPLE PRIVATE JOBS - More can be provided if necessary.
* 4 Man Crew - Non-Union - All currently work on this contract
Combined 75 years experience
Seth Paul -
Ben Hilgedick -
James Phillippe -
Lindell Harmon -



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

ADDENDUM #1 June 6, 2014

Request for Quotation # 80/2014

Water Distribution Main Construction Services Term & Supply

Closing Date: 2:00 pm, CT, Tuesday, July 1, 2014

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid. This addendum consists of the following information:

1. **CLOSING DATE** has not been changed.
2. **PREBID CONFERENCE WAS HELD, June 6, 2014**
3. **ADDITIONAL/CHANGES/CLARIFICATIONS**

Attribute 7: Performance Bond Acknowledgment

On award of the Contract, the successful Contractor shall furnish a Performance Bond in an amount \$200,000.00 through the life of the contract, guaranteeing faithful compliance with all requirements of the Contract.

The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

Attribute 10: Bid Bond

Each Bidder shall submit a bid bond, in an amount of \$10,000.00 (Ten Thousand Dollars and No Cents) 5% of the total \$200,000.00, anticipated annual amount, to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: 1.) Traditional Hard Paper Copy of the bond or a certified check, payable to the City of Columbia 2.) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City. If submitting (by mail or delivery) a paper bid bond, type in Paper Bond in the box to the right. If Submitting an electronic bid bond, through Surety2000, type in the 11 digit verification provided by Surety2000 in the box to the right.

NO OTHER ADDITIONAL CHANGES MADE

BARB RORMAN, CPPB
PROCUREMENT OFFICER
CITY OF COLUMBIA

ACKNOWLEDGMENT

The undersigned bidder hereby certifies that the change set forth in this addendum has been incorporated in their bid and is a part of the Request for Quotation # 80/2014.

Firm: Seth Paul Excavating

Signed: Seth Paul

Date: 6/30/14



Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Seth Paul Excavating, Inc.
7777 E. New Haven Road, Columbia, MO 65201

as Principal, hereinafter called the Principal, and
INTERNATIONAL FIDELITY INSURANCE COMPANY

(Here insert full name and address or legal title of Surety)

1560 Wall Street, Suite 207, Naperville, IL 60563

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name, address or legal title of Owner)

City of Columbia
701 E. Broadway, 5th Floor, Columbia, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5 %),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Water Distribution Construction Crew Term & Supply - RFQ 80/2014

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of July 2014

Seth Paul Excavating, Inc.

(Principal)

(Seal)

(Witness)

(Title)

INTERNATIONAL FIDELITY INSURANCE CO.

(Seal)

(Witness)

(Surety)

Kris Copra

ATTORNEY-IN-FACT (Title)

ACKNOWLEDGMENT BY SURETY

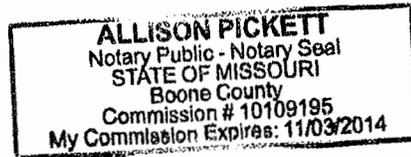
STATE OF Missouri
County of Cole } ss.

On this 1st day of July, 2014, before me personally appeared Kris Copra, known to, me to be the Attorney-in-Fact of International Fidelity Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Allison Pickett
Notary Public in the State of Missouri
County of Boone

(Seal)



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ALLISON PICKETT, KRIS COPRA, LOUIS A. LANDWEHR

Jefferson City, MO.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

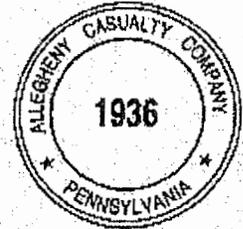
"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of July, 2014

MARIA BRANCO, Assistant Secretary

**TO BE ATTACHED TO ALL MISSOURI POLICIES
AND CONTRACTS**

International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102

S.P.E. INC.
777 E. NEW HAVEN RD.
COLUMBIA, MO 65201

07-21-14 10:11:16 AM

Water Distribution Construction Crews
Services T & S

RFQ #8012014 Bid

0101

UNITED FIRE & CASUALTY COMPANY
PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60409137

ACCOUNT NUMBER: 3000205533 (2) COMMERCIAL AUTO LICA

DIRECT BILL - 150

COMMERCIAL AUTO COVERAGE PART

ISSUE DATE	11-07-2013	TT1 REPLACEMENT OF	0101 60409137	DECLARATIONS	RENEWAL EXTENSION
I T E M O N E	NAMED SETH PAUL EXCAVATING INC			AGENCY & CODE 080277	
	INSURED			WINTER-DENT & CO	
	AND			PO BOX 1046	
MAILING 7777 E NEW HAVEN RD					
ADDRESS COLUMBIA			MO 65201-9651	JEFFERSON CITY MO	65102

POLICY PERIOD:	12:01 A.M. Standard time	FROM: 11-18-2013	TO: 11-18-2014
And for successive policy periods as stated below.			

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

BUSINESS DESCRIPTION:	EXCAVATION
FORM OF BUSINESS:	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other

ITEM TWO SCHEDULE OF COVERAGE AND COVERED AUTOS
This policy provides only those coverage where a charge is shown in the PREMIUM column below. Each of these coverages will apply only to those "autos" shown as COVERED AUTOS below.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT OF INSURANCE	PREMIUM
LIABILITY	01	\$1,000,000	
MEDICAL PAYMENTS	02	SEE SUPPLEMENTAL DECLARATIONS	
UNINSURED MOTORISTS-BI ONLY	06	\$1,000,000	
UNDERINSURED MOTORISTS	06	\$1,000,000	
COMPREHENSIVE	07	SEE SUPPLEMENTAL DECLARATIONS	
COLLISION	07	SEE SUPPLEMENTAL DECLARATIONS	
MISC. SCHEDULED COVERAGES		SEE SUPPLEMENTAL DECLARATIONS	

Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
	SEE UW7002		

Other Forms	SEE UW7002
-------------	------------

AMEND REASON:

PREMIUM FOR THIS COVERAGE PART \$

Endorsement Adjustment Premium \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.

X

(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

CA 70 41 03 93

POLICY NUMBER: 60409137

BUSINESS AUTO SUPPLEMENTAL DECLARATIONS

COVERAGES APPLYING TO ALL LOCATIONS

HIRED OR BORROWED LIABILITY

STATE	ESTIMATED COST OF HIRE
MO	IF ANY

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS
Other than a Social Service Agency	Number of Employees

LICA BUSINESS AUTO ULTRA ENDORSEMENT

DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED INDIVIDUALS

Name of Individual	Liab Prem	Med Pay Limit	UM Prem	UIM Prem	Comprehensive Ded	Collision Prem	Collision Ded
SETH PAUL	32	1,000	1	3	10 1,000	3	1,000

POLICY NUMBER:

60409137

FORMS SUPPLEMENTAL DECLARATIONS

Other Forms

Applicable to the state of Missouri

CA0001(03-10)	BUSINESS AUTO COVG FORM
CA0165(10-06)	MO-CHGS
*CA0219(02-13)	MO-CHGS-CANCEL & NONRENEW
*CA2104(12-12)	MO-UM COVG
CA2394(03-06)	SILICA/SILICA-RELATED DUST EXCL FOR COVERED AUTOS
CA3104(09-10)	MO-UIM COVG
*CA7039(07-12)	COMM AUTO COVG PART SCHEDULE OF COVERED AUTOS
*CA7040(03-93)	SUPPLEMENTAL DECS
*CA7041(03-93)	COMM AUTO COVG PART
CA7141(10-11)	LICA BUSINESS AUTO ULTRA END
CA9903(03-06)	AUTO MED PAYMENTS COVG
CA9910(03-10)	DOC COVG-BROADENED COVG FOR NAMED INDIVIDUALS
IL0017(11-98)	COMMON POLICY CONDITIONS
IL0021(09-08)	NUCLEAR ENERGY LIAB EXCL
IL7009-(04-91)	AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7083(08-10)	PAYMENT OF LOSSES
*ST1167(05-02)	PREMIUM MOD NOTICE
*ST1644(01-12)	POLICY WEBSITE STUFFER
*ST1743(10-12)	NOTICE-DOC-APP OF PHYSICAL DAMAGE DED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE INDEX

Description	Page
TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE	1
DRIVE OTHER CAR COVERAGE	1
BROAD FORM INSURED	2
EMPLOYEES AS INSUREDS	2
ADDITIONAL INSURED STATUS BY CONTRACT, AGREEMENT OR PERMIT	2
AMENDED FELLOW EMPLOYEE EXCLUSION	2
TOWING AND LABOR	3
PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	3
EXTRA EXPENSE - THEFT	3
RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE	3
PERSONAL EFFECTS COVERAGE	4
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	4
AIRBAG ACCIDENTAL DISCHARGE	4
AUTO LOAN/LEASE TOTAL LOSS PROTECTION ENDORSEMENT	4
GLASS REPAIR – DEDUCTIBLE AMENDMENT	5
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	5
WAIVER OF SUBROGATION REQUIRED BY CONTRACT	5
UNINTENTIONAL FAILURE TO DISCLOSE	5
HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE	5
EXTENDED CANCELLATION CONDITION	6
EXTENDED MEDICAL PAYMENT COVERAGE, UNINSURED AND UNDERINSURED	6
MOTORISTS COVERAGE	6
EXTENDED PHYSICAL DAMAGE COVERAGE	6
LIBERALIZATION	6

The COVERAGE INDEX set forth above is informational only and grants no coverage.

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

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

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

because of its breakdown, repair, servicing, "loss", or destruction.

B. DRIVE OTHER CAR COVERAGE

The following language is added to **SECTION I – COVERED AUTOS-** as paragraph D. **Drive Other Car Coverage**,

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

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

except:

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

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

C. BROADENED LIABILITY COVERAGES

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

(Broad Form Insured)

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

- (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

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

(Employee as Insureds)

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

(Additional Insured Status by Contract, Agreement or Permit)

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

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

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

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

D. AMENDED FELLOW EMPLOYEE EXCLUSION

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

5. Fellow Employee

"Bodily Injury":

- (a) To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are limited liability company);
- (b) To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to

performance of their duties as your officers or directors;

- (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **a** and **b** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

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

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE

Coverage is amended as follows:

(TOWING AND LABOR)

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- (a) For private passenger type vehicles or "light trucks" we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.
- (b) For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

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

(PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE)

4. Coverage Extensions

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

We will pay up to \$50 per day to a maximum of \$1,000. All other terms and provisions of this section remain applicable.

(EXTRA EXPENSE - THEFT)

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

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay

the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$35 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(PERSONAL EFFECTS COVERAGE)**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money, or securities.

(AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE)**(Deletion of Audio Visual Equipment Exclusion)****f. Audio, Visual and Data Electronic Equipment Coverage.**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusions also apply:
- (3) We will not pay for any electronic equipment or accessories used with such electronic equipment that are:
 - (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
 - (b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

- (4) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

(a) The actual cash value of the damaged or stolen property as of the time of the "loss";

(b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000,

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

(AIRBAG ACCIDENTAL DISCHARGE)**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended as follows:**

The following language is added to Exclusion 3.:

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

G. AUTO LOAN/LEASE TOTAL LOSS PROTECTION

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

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(GLASS REPAIR – DEDUCTIBLE AMENDMENT)

Under D., Deductible in SECTION III. PHYSICAL DAMAGE COVERAGE is amended by adding the following:

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

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

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

- d. Knowledge of any "accident," "claim," "suit" or "loss" will be deemed knowledge by you when notice of such "accident," "claim," "suit" or "loss" has been received by:
 - (1) You, if you are an individual,
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or

- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

I. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

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

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

J. UNINTENTIONAL FAILURE TO DISCLOSE

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

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

K. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance

Paragraph 5.b. is replaced by the following:

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

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

(2) Limit of Insurance For This Section

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

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

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

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

(4) Definitions For This Section

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

(b) **Collision Coverage:** caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

L. EXTENDED CANCELLATION CONDITION

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

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

M. EXTENDED AUTO MEDICAL PAYMENTS AND UNINSURED AND UNDERINSURED MOTORIST COVERAGE

If Auto Medical Payments Coverage, Uninsured Motorists Coverage or Underinsured Motorists Coverage is provided by endorsement to the Coverage Form to which this endorsement attaches, the following qualify as an "insured" for each coverage provided:

1. You, if you are designated in the Declarations as an Individual;
2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
3. Your members or managers, if you are designated in the Declarations as a limited liability company;
4. Your "executive officers", if you are designated in the Declarations as an organization other than an individual partnership, joint venture or limited liability company; and

5. The "family member" of any person named in 1 through 4 above while "occupying" a covered "auto" or while a pedestrian when struck by an "auto" you do not own, any "auto" not owned by that individual or not owned by any "family member."

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

"Family member" means a person related to the individual named in the Declarations by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

"Occupying" means in, upon, getting in, on, out or off.

N. EXTENDED PHYSICAL DAMAGE COVERAGE

If Physical Damage Coverage is provided by the Coverage Form to which this endorsement attaches, any private passenger type "auto" you don't own, hire or borrow is a covered "auto" for Physical Damage Coverage while in the care, custody or control of any individual named in **B.1.** through **B.4.** or his or her spouse while a resident of the same household except:

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

Our obligation to pay for repair, return or to replace damaged or stolen property will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to Physical Damage Coverage. If there are no private passenger type "autos", the deductible shall be \$50 for Comprehensive and \$100 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

O. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

UNITED FIRE & CASUALTY COMPANY
PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60409137

ACCOUNT NUMBER: 3000205533 (2) COMMERCIAL GENERAL LIABILITY LICA
DIRECT BILL - 150 COMMERCIAL GENERAL LIABILITY COVERAGE PART

ISSUE DATE 11-07-2013	TT1 REPLACEMENT OF 0101	60409137	DECLARATIONS RENEWAL EXTENSION
NAMED SETH PAUL EXCAVATING INC INSURED AND MAILING 7777 E NEW HAVEN RD ADDRESS COLUMBIA MO 65201-9651		AGENCY & CODE 080277 WINTER-DENT & CO PO BOX 1046 JEFFERSON CITY MO 65102	
POLICY 12:01 A.M. Standard time PERIOD: at your mailing address shown above.	FROM: 11-18-2013	TO: 11-18-2014	And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)	\$ 100,000
MEDICAL EXPENSE LIMIT (Any one person)	\$ 5,000

RETROACTIVE DATE (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here.

BUSINESS DESCRIPTION EXCAVATION

FORM OF BUSINESS: ___ Individual ___ Joint Venture ___ Partnership Corporation ___ Other

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums	
			Pr/CO	All Other	Pr/CO	All Other
MO LOC# 01 7777 E NEW HAVEN RD COLUMBIA, MO 65201-9651						
CONTRACTORS-SUBCONTRACTED WORK ONE OR TWO FAMILY DWELLINGS 91583C)						
\$ 500 PER OCCURRENCE PROPERTY DAMAGE DEDUCTIBLE APPLIES						
EXCAVATION CONTINUED ON CG7004	94007P)					

PREMIUM BASIS DEFINITIONS	a) Area per 1000 sq ft	c) Total Cost per \$1000	g) Gallons per 1000	m) Admissions per 1000	p) Payroll per \$1000	s) Gross Sales per \$1000	t) Defined Above	u) Units per unit
	Premium Charge Forms		Advance Premium		Premium Charge Forms			Advance Premium
		SEE UW7002						

Other Forms SEE UW7002

Amend Reason

PREMIUM FOR THIS COVERAGE PART \$
Endorsement Adjustment Premium \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.

X

(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

CG 70 01 MO 02 05

POLICY NUMBER: 60409137

COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Pr/CO	Rates	All Other	Advance Premiums	All Other
						Pr/CO	
<p>\$ 500 PER OCCURRENCE PROPERTY DAMAGE DEDUCTIBLE APPLIES</p> <p>SEPTIC TANK SYSTEMS- INSTALL SERVICING OR REPAIR 98806P)</p> <p>\$ 500 PER OCCURRENCE PROPERTY DAMAGE DEDUCTIBLE APPLIES</p> <p>LICA ULTRA LIABILITY PLUS ENDORSEMENT</p> <p>Certified Acts of Terrorism Coverage</p>							

POLICY NUMBER:

60409137

FORMS SUPPLEMENTAL DECLARATIONS

Other Forms

Applicable to the state of Missouri

CG0001(12-07) COMM GENERAL LIAB COVG FORM
 CG0068(05-09) RECORDING & DISTRIBUTION MATERIAL/INFO EXL
 CG2147(12-07) EMPLOYMENT-RELATED PRACTICES EXCL
 CG2150(09-89) AMENDMENT OF LIQUOR LIAB EXCL
 CG2165-(12-04) TOTAL POLLUTION EXCL W/BLDG HEATING COOLING
 CG2167(12-04) FUNGI/BACTERIA EXCL
 CG2170(01-08) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
 CG2196(03-05) SILICA/SILICA-RELATED DUST EXCL
 CG2625(04-05) MO-CHGS-GUARANTY ASSOC
 CG2650(12-98) MO-CHGS MED PAYMENTS
 CG2696(12-07) MO-CHGS
 *CG7001MO(02-05) COMMERCIAL GENERAL LIABILITY COVERAGE PART
 *CG7004(02-05) COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
 CG7125(02-12) PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
 CG7155(01-07) ABUSE/MOLESTATION EXCL
 CG7185(10-11) LICA ULTRA LIAB PLUS ENDO
 ILO017(11-98) COMMON POLICY CONDITIONS
 ILO021(09-08) NUCLEAR ENERGY LIAB EXCL END
 *ILO274(02-13) MO-CHGS CANCEL & NONRENEW
 IL7009-(04-91) AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
 IL7068(01-10) EXCL-LEAD-HAZARDOUS PROPERTIES
 IL7069(01-10) EXCL-UNDERGROUND STORAGE TANKS
 IL7070(09-12) ABSOLUTE ASBESTOS EXCL
 IL7086(04-11) OCCURRENCE REDEFINED
 *ST1167(05-02) PREMIUM MODIFICATION NOTICE
 ST1609(01-07) NOTICE ABUSE/MOLESTATION EXCL
 *ST1644(01-12) POLICY WEBSITE STUFFER

**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.

- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Voluntary Property Damage Coverage
\$10,000 Occurrence with a \$20,000 Aggregate
- * Care, Custody and Control Property Damage Coverage
\$10,000 Occurrence with a \$20,000 Aggregate - \$500 Deductible
- * Water Damage Legal Liability - \$25,000
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - Employee Injury to Another Employee
- * Primary Additional Insured
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * 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
- * 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.
- * Liberalization Condition
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Blanket Waiver of Subrogation
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Bodily Injury Redefined
- * Extended Property Damage
- * Damage to Media Legal Liability - \$50,000

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 15 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

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The Following changes are made to 2. Exclusions:

Extended Property Damage

Exclusion 2.a., Expected or Intended Injury is replaced with the following:

- a. "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.

Extended Watercraft Coverage

Exclusion g.(2) is deleted and replaced by the following:

g.(2) A watercraft you do not own that is:

- (a) Less than 51 feet long;
- (b) Not being used to carry persons or property for a charge;

Property Damage Liability - Borrowed Equipment

The following is added to Exclusion j.:

Paragraph (4) of 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 borrowed equipment item 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.

Property Damage Liability - Elevators

The following is added to Exclusion j.:

Under paragraph 2. Exclusions of Coverage A. "Bodily Injury" and "Property Damage" Liability Paragraphs 3, 4 & 6 of this exclusion do 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.

The last paragraph of Item 2. Exclusions 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.

THE FOLLOWING COVERAGES ARE ADDED:

Voluntary Property Damage Coverage

The insurance provided under Coverage A (Section I) is amended to include "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:

1. Exclusion j. Damage to Property under Coverage A (Section I) 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.

Care, Custody and Control Property Damage Coverage

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

1. Item (4) of Exclusion j. of Coverage A (Section I) does not apply.

COVERAGE M. DAMAGE TO MEDIA LEGAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of damage to "electronic data" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "electronic data" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited to \$50,000.
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage or any other applicable coverage or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages to "electronic data" only if:

- (1) The damage to "electronic data" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The damage to "electronic data" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the damage to "electronic data" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the damage to "electronic data" occurred, then any continuation, change or resumption of such damage to "electronic data" during or after the policy period will be deemed to have been known prior to the policy period.

c. Damage to "electronic data" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that damage to "electronic data" after the end of the policy period.

d. Damage to "electronic data" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the damage to "electronic data" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the damage to "electronic data"; or
- (3) Becomes aware by any other means that damage to "electronic data" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

Damage to "electronic data" expected or intended from the standpoint of the insured.

b. Contractual Liability

Damage to "electronic data" for which the insured 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 insured would have in the absence of the contract or agreement.

c. Pollution

Damage to "electronic data" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

d. Aircraft, Auto, Watercraft or Mobile Equipment

Damage to "electronic data" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

e. War

Damage to "electronic data" however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

f. Damage To Property

Damage to "electronic data" that is:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured;
- (4) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (5) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

g. Damage To Your Product

Damage to "electronic data" in "your product" or arising out of it or any part of it.

h. Damage To Your Work

Damage to "electronic data" in "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

i. Damage To Impaired Property Or Property Not Physically Injured

Damage to "electronic data" in "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

j. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

k. Personal And Advertising Injury

Damage to "electronic data" arising out of "personal and advertising injury".

COVERAGE W - 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.

SECTION II - BROAD FORM NAMED INSURED

1. Section II – Who Is An Insured is amended to include as an insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.
2. For the purpose of the coverage provided by this provision only, the following is added to Condition **4.b.** Excess Insurance, under Section IV - Commercial General Liability Conditions: This insurance is excess over 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.
3. This provision does not apply to a policy written to apply specifically in excess of this policy.

Item 4.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.

The following are added:

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

- a. Any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded 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 the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

6. Additional Insured - Vendors

Any person or organization (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products", which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in 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;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless 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;
 - (5) 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 the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) 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.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part of 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 or organization from whom you lease equipment 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. Such person or organization is an insured, but only with respect to your liability arising out of the maintenance, operation or use of such leased equipment, which may be imputed to that person or organization as the lessor of equipment. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded these additional insureds, the following additional exclusion apply:

(1) To any "occurrence" which takes place;

(2) To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

8. Additional Insured - Managers or Lessors of Premises

Any person or organization, but only with respect to the 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 any:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization.

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

Coverage is provided only when the insured is contractually required to add the engineer, architect or surveyor. Coverage is provided with respect to your liability for "bodily injury" or "property damage" or "personal and advertising injury" directly arising out of:

- a. Your acts or omissions; or
- b. Your acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for that additional insured(s).

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 this section is amended to read:

(1) "Bodily injury" or "personal and advertising injury"

- a. 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);
- b. 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
- c. Arising out of his or her providing or failing to provide professional health care 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 principal work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

11. Primary Additional Insured

- A. Commercial General Liability Conditions (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury and Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.
- (6) That is provided to any person or organization who qualifies as an additional insured herein, except when you and that person or organization have agreed in writing that this insurance shall be primary.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

B. For the purposes of this insurance coverage provided by this **Item 11** only, the following definition is added to DEFINITIONS (Section V):

"Other Insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non-cumulation of Each Occurrence Limit section of Paragraph 5 LIMITS OF INSURANCE (Section III) or the Non-cumulation of Personal and Advertising Injury limits sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which the Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

SECTION III - LIMITS OF INSURANCE

Items 2, 3, and 6 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";
 - c. Damages under Coverage B; and
 - d. Damages under Coverage W.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage R.
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.

The following are added:

8. Subject to 5. above, \$25,000 is the most we will pay for Under Coverage W 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. Subject to 5. above, 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 Voluntary Property Damage Coverage.
12. Subject to 5. above, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under 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.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

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

2. 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:
- (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses, and
 - (3) 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:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) 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.

Condition 2.c.(5) is added:

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

Conditions 10., 11. and 12. are added:

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. 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. 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

The following is added to Item 12. Mobile Equipment

- e. Vehicles with equipment for snow removal, road maintenance and street cleaning less than 1,000 lbs. GVW.

The following definitions are added for this endorsement only:

3. Bodily Injury Redefined.

Under V-Definitions, definition 3. 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.
- 23. "**Electronic data**" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exhibit B

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Seth Paul Excavating, Inc.

7777 E New Haven Road, Columbia, MO 65201

as Principal, hereinafter called Contractor, and International Fidelity Insurance Company

1560 Wall Street, Suite 207, Naperville, IL 60563

a corporation organized under the laws of the State of New Jersey, and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, in the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____, entered into Contract with Owner for: Water Distribution Main Construction Services, in accordance with specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract. Contract Term of August 1, 2014 to July 31, 2015

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, 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:

- a. Complete the Contract in accordance with its terms and conditions, or
- b. 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 or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds 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 its 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 8th day of September, 2014.

(SEAL)

Seth Paul Excavating, Inc.
Contractor

By: 

(SEAL)

International Fidelity Insurance Company
Surety Company

By: 
Kris Copra Attorney-in-Fact

By: N/A
Missouri Representative

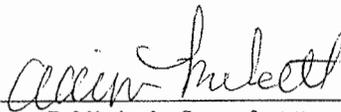
(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
County of Cole } ss.

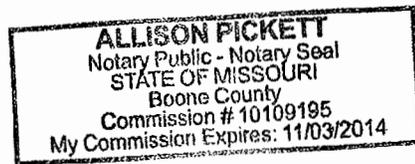
On this 8th day of September, 2014, before me personally appeared Kris Copra, known to, me to be the Attorney-in-Fact of International Fidelity Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Missouri
County of Boone

(Seal)



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ALLISON PICKETT, KRIS COPRA, LOUIS A. LANDWEHR

Jefferson City, MO.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of September, 2014

MARIA BRANCO, Assistant Secretary

**TO BE ATTACHED TO ALL MISSOURI POLICIES
AND CONTRACTS**

International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102

AFFIDAVIT

COMPLIANCE WITH PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared _____ (Name) _____, of the _____ (Position) _____ (Company Name)

a (Corporation), (Partnership), (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 Industrial Commission of Missouri on the _____ day of _____, 20_____, in carrying out the Contract and work in connection with:

_____ (Name of Project) located at _____ in _____ County, Missouri, and completed on the ___ day of ___ 20_____.

(Signature)

Personally appeared before me, a Notary Public, within and for the County of _____, State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____. My Commission expires _____, 20_____.

(Notary Public)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

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

Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

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	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction)\Lineman)	12/13		\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofor	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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.

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

NO. 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the 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.

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

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

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	1/14	\$29.92	7	16	\$14.25
Millwright	1/14	\$29.92	7	16	\$14.25
Pile Driver	1/14	\$29.92	7	16	\$14.25
Electrician (Outside-Line Construction\Lineman)	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oiler-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY
OVERTIME SCHEDULE -- HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. 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.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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.

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

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

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

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

AFFIDAVIT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor	Address	City	State
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hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20____, covering work to be performed and material to be furnished for:

WHEREAS, Contractor has performed work and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

_____ DOLLARS,
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise. Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

CONTRACTOR

Personally appeared before me, a Notary Public, within and for the County of _____, State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME and acknowledged, that signed the foregoing Affidavit for the purposes therein stated.

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

Signature of Official taking Acknowledgment
My Commission Expires: _____

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

- 1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

Name of Subcontractor

Typed or Printed Name

Signature

Title

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Boone)
)SS.
State of Missouri)

My name is Seth Paul. I am an authorized agent of Seth Paul
Excavating (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the City of
Columbia. This business does not knowingly employ any person who is an unauthorized alien in
connection with the services being provided. **Documentation of participation in a federal work
authorization program is attached to this affidavit.**

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

Seth Paul
Affiant

Seth Paul
Printed Name

Subscribed and sworn to before me this 16th day of September, 2014

Dawn L Jones
Notary Public

DAWN L. JONES
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires November 21, 2017
Commission # 13550713



Welcome
Seth Paul

User ID
SPAU0559

Last Login
07:03 AM - 09/17/2014

Log Out

Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Seth Paul Excavating, Inc.

[View / Edit](#)

Company ID Number: 210023

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 7777 E. New Haven Rd.

Address 2:

City: Columbia

State: MO

Zip Code: 65201

County: BOONE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 431926588

Total Number of Employees: 1 to 4

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)



WINTER-DENT

Insurance • Bonds • Employee Benefits • Financial Services

September 8, 2014

City of Columbia
701 E Broadway
Columbia, MO 65201

RE: Contractor: Seth Paul Excavating, Inc.
Bond No. 0652781
Project: Water Distribution Main Construction Services

Gentlemen,

Please accept this letter as your authority to date the bonds on the above captioned project to coincide with the date of the contract.

Once the contracts have been signed, I would appreciate receiving a copy of the contract and the dated bond with Power of Attorney for my file.

Sincerely,

Kris Copra
Attorney-In-Fact

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ca.

In the County Commission of said county, on the 24th day of May 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 One between Boone County and Missouri Network Alliance, L.L.C. d/b/a Bluebird Network.

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 One.

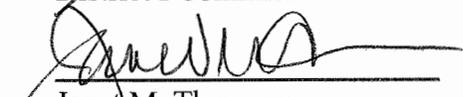
Done this 24th day of May, 2018.

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 AMENDMENT NUMBER ONE
AGREEMENT FOR
POINT TO POINT METRO ETHERNET**

The Agreement **11-19FEB16** dated the 19th day of April 2016 made by and between Boone County, Missouri and **Missouri Network Alliance, L.L.C. d/b/a Bluebird Network** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD 20Mb layer 2 EPO from Boone County Public Works, 5551 S. Tom Bass Road, Columbia, Missouri 65201 to Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri 65201 for \$1,055.00/month with \$0.00 installation fee.
2. Renew the contract for the period June 1, 2018 through May 31, 2019. Annual wage order #24 is in effect for this period.

Boone County Public Works North	\$1,008/month
Boone County Public Works South	\$1,055/month

3. 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.

Missouri Network Alliance, LLC
d/b/a Bluebird Network

By: [Signature]
Signature

By: STEPHEN M. CRANE COO
Printed Name/ Title

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
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.)

2040/48002
PW South: \$1,055/month, PW North: \$1,008/month

[Signature] 5/16/18 _____
Signature Date Appropriation Account



Customer Location		Service Type and Speed	3 year Monthly Recurring Charge (MRC)	Installation Fee	
Boone County Public Works	5551 S. Tom Bass Road, Columbia MO 65201	20Mb layer 2 EPL to 801 E Walnut, Columbia MO 65201	\$1,055	\$0	
		IP address Block	\$0		
		Total before tax	\$1,055	\$0	

Notes:

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2017**

Last Date Objections May Be Filed: **April 10, 2017**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker			\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.16	60	15	\$16.10
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)			\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$26.87	122	76	\$11.78
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.04	60	15	\$16.10
Marble Mason			\$22.08	124	74	\$12.86
Marble Finisher			\$14.29	124	74	\$9.09
Millwright			\$26.16	60	15	\$16.10
Operating Engineer						
Group I			\$28.86	86	66	\$24.98
Group II			\$28.86	86	66	\$24.98
Group III			\$27.61	86	66	\$24.98
Group III-A			\$28.86	86	66	\$24.98
Group IV			\$26.63	86	66	\$24.98
Group V			\$29.56	86	66	\$24.98
Painter			\$23.24	18	7	\$11.78
Pile Driver			\$26.16	60	15	\$16.10
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.31	124	74	\$14.56
Terrazzo Finisher			\$19.08	124	74	\$14.56
Tile Setter			\$22.08	124	74	\$12.86
Tile Finisher			\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

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

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

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

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

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

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

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.09 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

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

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$27.96	2	4	\$13.17
Skilled Laborer		\$27.96	2	4	\$13.17
Millwright		\$30.83	23	16	\$16.10
Operating Engineer					
Group I		\$27.94	21	5	\$24.87
Group II		\$27.59	21	5	\$24.87
Group III		\$27.39	21	5	\$24.87
Group IV		\$23.74	21	5	\$24.87
Oiler-Driver		\$23.74	21	5	\$24.87
Pile Driver		\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.27	25	21	\$12.45
Group II		\$29.43	25	21	\$12.45
Group III		\$29.42	25	21	\$12.45
Group IV		\$29.54	25	21	\$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

11-19 FEB 14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2018

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 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 UNITEL 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: April Yearby PHONE (A/C, No, Ext): (402) 434-7200 E-MAIL ADDRESS: ayearby@unitelinsurance.com	FAX (A/C, No): (402) 434-7272
	INSURER(S) AFFORDING COVERAGE INSURER A: National Farmers Union P & C INSURER B: Travelers Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED BlueBird Network, LLC, DBA: Missouri Network 2005 W. Broadway, Bldg A, Ste. 215 Columbia MO 65203		

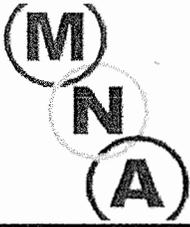
COVERAGES CERTIFICATE NUMBER: 2018/2019 COI REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	1RU0859977	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000 Telephone Directory E&O \$ 1,000,000												
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	1RU0859977	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	1CB0859978	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000												
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/A	UB-007K425585	2/28/2018	2/28/2019	<table border="1"> <tr> <td></td> <td>PER STATUTE</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>		PER STATUTE	OTHER	E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
	PER STATUTE	OTHER																
E.L. EACH ACCIDENT		\$ 1,000,000																
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Boone County is listed as additional insured with respect tot he General Liability, Auto Liability, and Umbrella.
 Bid #11-19FEB16

CERTIFICATE HOLDER Boone County 801 E Walnut, Rm 333 Columbia, MO 65201-7732	CANCELLATION 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 Joe Weipert / AYEARB



Missouri Network Alliance LLC DBA

800 NW Chipman Road, Suite 5750

Lees Summit, MO 64063

Tel: (816) 361-8821

Fax: (816) 361-8848

<http://www.bluebirdnetwork.com>

May 09, 2018

Boone County Government Center

We are required to comply with Federal Communications Commission (FCC) rules regarding Federal Universal Service Charges (FUSC). For the circuit, CLMB-EPL-18129-01-STBE, please select a jurisdiction and statement that applies. FUSC charges will be considered billable until this form is completed in full and returned to MNA.

Interstate

Intrastate

1) For Companies Purchasing ONLY Information Services from MNA:

Our Company purchases only information services or exempt services from MNA (e.g. Dedicated Internet Access, CALEA, Video).

2) For Companies Purchasing Telecommunications Services from MNA:

A. The Company is entitled to an exemption from MNA billing FUSC charges because:

(1) The Company contributes directly to the Universal Service Administrator pursuant to FCC rules on its end-user revenues derived from such purchased services. The Company has filed an FCC Form 499-A and continues to file FCC Form 499-Q reports with the Universal Service Administrator, and reports revenue from the purchased services on the FCC Form 499-A using the following Filer ID number:

FCC Form 499 Filer ID (6 digits): _____
Name of entity that filed FCC Form 499-A _____

(2) The Company provides the purchased services only to reseller carriers. The Company has obtained certifications that the reseller carriers will either contribute directly to the Universal Service Administrator on the revenues derived from the resold purchased services or require its carrier customers, if any, to do so. The Company has filed an FCC Form 499-A and continues to file FCC Form 499-Q with the Universal Service Administrator using the following Filer ID number:

FCC Form 499 Filer ID (6 digits): _____
Name of entity that filed FCC Form 499-A _____

B. The Company will not be entitled to an exemption from MNA billing FUSC charges because the Company is not required to contribute directly to the universal support mechanisms because:

(1) The Company is purchasing the purchased services for its own administrative or end-user use and not for resale as a telecommunications service.

(2) Customer's contribution would be de minimis (less than \$10,000 annually).

The undersigned hereby certifies that all statements marked are true and accurate with respect to the telecommunications services purchased from MNA, LLC.

Please sign below and return to MNA.

Company Name: _____

Company Authorized Signature: _____

Notice:

This Service Order is subject to Bluebird's standard Terms and Conditions, and any applicable supplements, which the Customer acknowledges and agrees are hereby incorporated by reference into this Service Order, and, upon Bluebird's acceptance of the Service Order, shall (together the Terms and Conditions) constitute a valid and binding contract between Customer and Bluebird. By signing this Service Order, Customer acknowledges that it has had the opportunity to review the Terms and Conditions (located at www.Bluebirdnetwork.com under Corporate Info, Regulatory, General Terms and Conditions). Terms used in this Service Order but not otherwise defined shall have the same meanings ascribed to them in the Terms and Conditions.

This Service Order is subject to the Master Services Agreement ("Agreement") between Customer and Bluebird, which the Customer acknowledges and agrees is hereby incorporated by reference into this Service Order. Terms used in this Service Order but not otherwise defined shall have the same meanings ascribed to them in the Agreement.

If outside plant construction is required for this Service Order, Customer acknowledges factors beyond the control of Bluebird may adversely impact the services pricing and/or delivery schedule, which does not constitute a default or failure to perform on delivery of the service as defined within this Service Order.

Service Order due date changes may be requested one (1) time per Service Order, and the revised due date and Service Commencement Date must be within thirty (30) days of the initial requested due date.



Customer Representative Signature

Presiding Commissioner

Title

5.24.18

Date

Missouri Network Alliance LLC DBA Bluebird Network

800 NW Chipman Road, Suite 5750, Lees Summit, MO 64063 (816) 361-8821

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ca.

In the County Commission of said county, on the

24th

day of

May

20 18

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

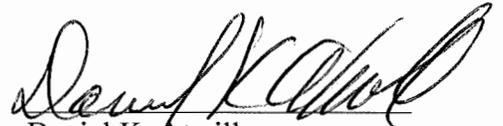
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two between Boone County and Data Retentions Services Inc.

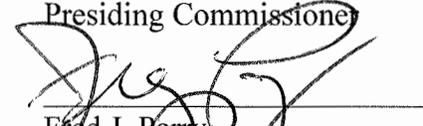
The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

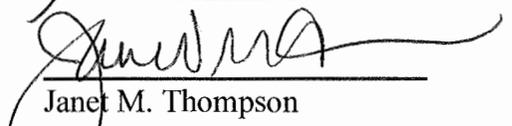
Done this 24th day of May, 2018.

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

**AGREEMENT AND CONSENT
TO ASSIGNMENT OF CONTRACT
RECORDS SHREDDING AND DISPOSAL SERVICES – TERM AND SUPPLY**

DATA RETENTION SERVICES, INC.

2900 LEMONE INDUSTRIAL BLVD.
COLUMBIA, MO 65201
FEIN#: 43-1726447
(Assignor)

IRON MOUNTAIN INFORMATION
MANAGEMENT, LLC.

2900 LEMONE INDUSTRIAL BLVD.
COLUMBIA, MO 65201
FEIN #: 26-2588479
(Assignee)

RE: Contract: 47-23OCT14 – Records Shredding and Disposal Services – Term and Supply

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

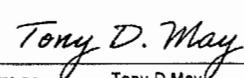
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

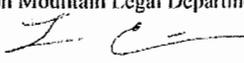
IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

DATA RETENTION SERVICES, INC.

by 
Printed Name: _____
Title: **Scott Erlich**
Date: **Vice President & Senior Counsel.**
North America

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

by: 
Printed Name: Tony D May
Title: Regional Director, Secure Destruction
Date: 05-09-2018

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Luke Cumiskey, Corporate Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2018

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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: Norwalk.certrequest@marsh.com Fax: 212-948-0929 849434-GAW--17-18	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td>INSURER D : Agri General Insurance Company</td> <td>42757</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Company of North America	43575	INSURER C : ACE Fire Underwriters Ins. Co.	20702	INSURER D : Agri General Insurance Company	42757	INSURER E :		INSURER F :
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INSURER F :															
INSURED IRON MOUNTAIN INCORPORATED ONE FEDERAL STREET BOSTON, MA 02110															

COVERAGES **CERTIFICATE NUMBER:** NYC-010254927-03 **REVISION NUMBER:** 5

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

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			HDOG27872724	11/01/2017	11/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25097592	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC64621804 (AOS)	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A				WLRC64621889 (AZ,CA,MA)	11/01/2017	11/01/2018	E.L. EACH ACCIDENT	\$ 1,000,000
D				WLRC64621920 (TN)	11/01/2017	11/01/2018	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
C				SCFC64621841 (WI)	11/01/2017	11/01/2018	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY			WCUC64621968 (OH & WA)	11/01/2017	11/01/2018	Each Accident/Emp for Disease	1,000,000
							SIR	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as an additional insured on the general liability policy but only as relates to services and limits required by written contract or agreement.

CERTIFICATE HOLDER

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

CANCELLATION

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
of Marsh USA Inc.
Sam Baliga

© 1988-2016 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owners, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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(s) at the location(s) designated above.

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.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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

2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. 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.

© Insurance Services Office, Inc.

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

County of SUFFOLK)

State of MA.

)ss
)

My name is MARK EVANGELISTA am an authorized agent of IRON MOUNTAIN

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

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

Mark Evangelista 4/26/18
Affiant Date

MARK EVANGELISTA
Printed Name

Subscribed and sworn to before me this 26th day of April, 2018
[Signature]
Notary Public



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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

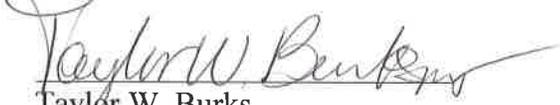
In the County Commission of said county, on the 24th day of May 20 18

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 Government Center Chambers by Bahai Faith Community on October 7th, 2018 from 12:00 p.m. to 6:00 p.m.

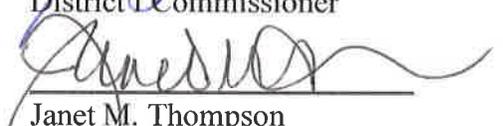
Done this 24th day of May, 2018.

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 CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Bahai

Address: 205Blue Sky Court

City: Columbia State: MO ZIP Code 65203

Phone: 573-445-6853 Website: www.columbiabahai.org

Individual Requesting Use: Farah Nieuwenhuizen Position in Organization: Assistant secretary

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Bahai Convention

Description of Use (ex. Speaker, meeting, reception): Speaker and reception

Date(s) of Use: Sunday October 7/2018

Start Time of Setup: 12 noon AM/PM Start Time of Event: 1:00pm AM/PM

End Time of Event: 5:00 pm AM/PM End Time of Cleanup: 6:00pm AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Assistant of the secretary

Phone Number: 573-445-6853 Date of Application, May 22/2018

Email Address: farahn19@yahoo.com

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@boonecountymmo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Taylor W. Burke
County Clerk

Roger D. Wilson
County Commissioner

DATE: 5-24-18