

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the

21st

day of

March

20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to hire above the flexible hiring rate for position number 827, Hiring and Retention Coordinator, Human Resources and Risk Management, and does hereby authorize an appropriation of \$45,000 for the salary of said position. The designated appropriation will cover the hiring salary of \$44,075 and any probationary and/or merit increase for the position in 2019.

Done this 21st day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Sharry Charest Department Human Resources and Risk Managen

Position Title Hiring and Retention Coordinator Position No. 827

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: \$21.64 (\$21.19 at hire) % of Mid-Point 101

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

This applicant has approximately 30 years experience as an HR Manager, is highly skilled in management training, leadership development, recruiting, risk management, and HR compliance. She will be a valuable asset to the county and increase the services we are able to offer hiring authorities and supervisors.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

The requested salary is on par with the other salaries in the office. I do not believe the requested salary causes inequities with salaries in other offices.

Additional comments:

Administrative Authority's Signature: _____ Date: _____

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100);
 budget revision required to provide funding is ~~attached~~ attached followed

Auditor's Signature: Caryn J. Guter Date: 3/21/19

Human Resource Director's Recommendations:
N/A - This request was submitted by the HR Director.

Human Resource Director's Signature: Ree Date: 3/20/19

County Commission Approve Deny
 Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 3/21/19

District I Commissioner's Signature: Absent Date: _____

District II Commissioner's Signature: [Signature] Date: 3/21/19

1/21-2019

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In the County Commission of said county, on the

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

Now on this day, the County Commission of the County of Boone does hereby award bid 17-04MAR19 – Ice Melt for Sidewalks – Term & Supply to TruGreen Limited Partnership of Columbia, Missouri.

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

Done this 21st day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 14, 2019
RE: 17-04MAR19 – Ice Melt for Sidewalks – Term & Supply

Request for Bid 17-04MAR19 – *Ice Melt for Sidewalks – Term & Supply* opened on March 4, 2019. Two (2) bids were received. Facilities Maintenance recommends award to TruGreen Limited Partnership of Columbia, MO.

This is a term and supply contract and invoices will be paid from department 6104 – Grounds Maintenance, account 26300 – Material and Chemical Supply.

att: Bid Tab

cc: Doug Coley, Jody Moore / Facilities Maintenance
Bid File

**PURCHASE AGREEMENT
FOR
ICE MELT FOR SIDEWALKS - TERM & SUPPLY**

THIS AGREEMENT dated the 21st day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **TruGreen Limited Partnership**, herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ice Melt for Sidewalks - Term & Supply**, County of Boone Request for Bid number **17-04MAR19**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **February 28, 2019** and executed by **Justin R. Stout**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **Date of Commission Award and extend through December 31, 2019** subject to the provisions for termination specified below. This agreement may be extended thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items / service per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. This contract is considered to be "non-exclusive". The County reserves the right to purchase from other vendors.

4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (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. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. Termination - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

TRUGREEN LIMITED PARTNERSHIP

By Justin R. Stout
A655DDBB3A54475...

Title Business Development Rep.

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill
BA4994CEDAE4E8...
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

Charles J. D'Amico
County Counselor

ATTEST:

Brianna L. Lennon by MT
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.)

Gene E. Probst
Signature

3/14/2019

Date

6104-26300 - Term & Supply

Appropriation Account

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

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

County of Boone

Purchasing Department

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: TruGreen
- 4.2. Address: 5651 E. 163
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573-239-7522
- 4.5. Fax Number: _____
- 4.6. E-mail Address: Justin.Stout@Trugreenmail.com
- 4.7. Federal Tax ID: 36-3734669
- 4.7.1. () Corporation
- 4.7.1. Partnership - Name _____
- 4.7.1. () Individual/Proprietorship - Individual Name _____
- 4.7.1. () Other (Specify) _____

4.8. PRICING			
	Price Per Pound	Quantity	Extended Total
Base Bid:			
4.8.1. Ice Melt in Accordance with Sections 2.5. - 2.5.4.	\$ <u>.183</u> /lb	25,000 lbs	\$ <u>4575⁰⁰</u>
4.8.2. Weight Ice Melt Per Bag	One (1) Bag of Ice Melt = <u>50</u> lbs		
4.8.3. Bags Per Pallet	One (1) Pallet of Ice Melt = <u>49</u> Bags		
Brand Name:	<u>Plow King/Mears</u>		

4.8.4. Describe Chemical Content: See Attached

4.9. Describe Warranty Features:

N/A

4.10. Describe Any Deviations:

N/A

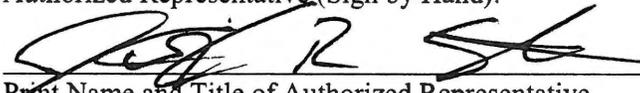
4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.12. Delivery ARO: 30 days

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.13. Authorized Representative (Sign by Hand):

 Date: 2/28/19
Print Name and Title of Authorized Representative

Justin R. Stout / Business Development



SAFETY DATA SHEET

PLOW KING Industrial Strength Ice Melt

U.S. Transport Summary: Not regulated by the U.S. D.O.T. as a hazardous material.

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT IDENTITY: Plow King, Industrial Strength Ice Melt, Blue Color Added
PRODUCT ID #: B48350, B48320, B4832M
COMMON NAME: Ice Melt, De-Icing Salt
CHEMICAL DESCRIPTION: Inorganic, Organic & Alkaline Salts
RECOMMENDED USE: Deicing - See product label for recommended uses and use rates.
PRODUCT RESTRICTIONS: See product label for any restrictions on the use of this product.
EPA REGISTRATION #: Exempt

PRODUCT SDS #: SDS B483(ALL)
ISSUE DATE: May 11, 2015
REVISION DATE: New
VERSION NO. 01

MANUFACTURER:
 MEARS FERTILIZER, INC.
 P.O. Box 1271
 629 North Industrial Road
 El Dorado, KS 67042

**FOR EMERGENCIES, SPILL, LEAK, FIRE,
 EXPOSURE, OR ACCIDENT, CALL:
 CHEMTREC 1-800-424-9300 (24 hours)**

NON-EMERGENCY BUSINESS INQUIRIES:
 8:00 a.m. - 5:00 p.m. (CST) Monday - Friday
 Mears Fertilizer, Inc.: (316) 321-3674 or
 Toll Free: (800) 345-9143

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Granular product. Causes moderate eye irritation. May cause skin irritation after prolonged exposure.

POTENTIAL HEALTH EFFECTS:

Eyes: Causes moderate but temporary eye irritation.
Skin: May cause mild skin irritation including temporary redness and itching.
Inhalation: May cause irritation of the upper respiratory tract.
Ingestion: May be harmful if swallowed.
Pre-existing Conditions: Pre-existing respiratory conditions may be aggravated by exposure.
Chronic Health Effects: None known.

CARCINOGENICITY: NTP: Not Listed
 IARC: Not Listed
 OSHA: Not Listed

OSHA DEFINED HAZARDS: Eye Irritation - Category 2A

LABEL ELEMENTS:

Hazard Symbol: None
Signal Word: WARNING
Hazard Statement: Causes serious eye irritation.

PERCENT OF PRODUCT WITH UNKNOWN TOXICITY: 0%

PRECAUTIONARY STATEMENTS:

Prevention: Wash hands thoroughly after handling. Wear eye and face protection. Do not breathe dust.
Response: If in eyes: Rinse cautiously with water for 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention. Get medical attention if you feel unwell.
Storage: See Section 7 for storage information.
Disposal: Dispose of contents/container in accordance with Federal, state and local regulations.

HAZARD(S) NOT OTHERWISE CLASSIFIED: Not classified
SUPPLEMENTAL INFORMATION: Not applicable

3. COMPOSITION / INFORMATION ON INGREDIENTS

PLOW KING, Industrial Strength Ice Melt**MIXTURES****Chemical Name**

Sodium Chloride

Calcium Chloride

Magnesium Chloride

Potassium Chloride

% Weight

75.0 - 82.5%

10.0 - 15.0%

5.0 - 12.0%

1.0% - 10.0%

CAS Reg. #

7674-14-5

10043-52-4

7789-30-3

7447-40-7

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section. Other ingredients not specifically listed are considered non-hazardous and are confidential business information under 29 CFR 1910.1200(l).

See Section 8 for exposure limits.

4. FIRST AID MEASURES

- IF IN EYES:** Do not rub eyes. Flush eyes immediately and thoroughly with running water for 15 minutes. Lift eyelids to facilitate irrigation. If present, remove contact lenses after 5 minutes and continue rinsing. If irritation persists, get medical attention.
- IF ON SKIN OR CLOTHING:** Remove contaminated clothing and wash before re-using. Wash skin with soap and water. Get medical attention if irritation persists.
- IF SWALLOWED:** Call a poison control center or doctor immediately for treatment advice. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
- IF INHALED:** Move person to fresh air and assist breathing as needed. Seek medical attention if irritation occurs.
- NOTES TO PHYSICIAN:** Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Patient treatment should be based on sound judgment of the physician and the individual reactions of the patient.

5. FIRE FIGHTING MEASURES

- EXTINGUISHING MEDIA:** Water fog, water spray, foam, dry chemical, carbon dioxide (CO₂). Do not use a water jet, as this will spread the fire.
- SPECIAL FIRE FIGHTING PROCEDURES:** Wear NIOSHA/MSHA approved self-contained breathing apparatus and full protective gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later. Avoid breathing vapors; keep upwind. Use water spray to cool unopened containers.
- HAZARDOUS COMBUSTION PRODUCTS:** Thermal decomposition products may include toxic and corrosive fumes of chlorides.
- UNUSUAL FIRE AND EXPLOSION HAZARDS:** None known.

6. ACCIDENTAL RELEASE MEASURES

- PERSONAL PRECAUTIONS:** Keep unnecessary personnel away. Material can be slippery when wet. Wear appropriate protective equipment and clothing during cleanup. For personal protection see Section 8. Avoid inhalation of dust and contact with skin and eyes. Ensure adequate ventilation.
- ENVIRONMENTAL PRECAUTIONS:** Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).
- METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP:**
- Small Spill:** Stop leak if without risk. Move containers from spill area. Sweep up or vacuum spillage and collect in suitable container for disposal. Clean surface thoroughly for residual contamination. For waste disposal see Section 13.
- Large Spill:** Stop leak if without risk. Prevent entry into sewers, water courses, basements or confined areas by diking area with sand or earth. If product is uncontaminated, spilled material may be applied at the rate recommended on the label. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. See Section 13 for additional information.
- GENERAL CAUTION:** Spill area may be quite slippery.

7. HANDLING AND STORAGE

PLOW KING, Industrial Strength Ice Melt

HANDLING:	Avoid breathing dust. Use only outdoors or in a well ventilated area. Immediately clean up spills that occur during handling. Keep containers closed when not in use. Practice good hygiene after using this material, especially before eating, drinking, smoking, using the toilet, or applying cosmetics.
STORAGE:	Store in a cool, dry area away from children, feed, and food products. Store away from incompatible materials. Protect packaging from physical damage. Do not re-use empty containers. Protect from exposure to fire conditions. Keep out of reach of children.
MINIMUM STORAGE TEMP:	Not applicable.
OTHER PRECAUTIONS:	Consult Federal, state and local laws and regulations pertaining to storage.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION**DEFINITIONS:**

OSHA:	Occupational Safety and Health Administration	TLV:	Threshold Limit Value
ACGIH:	American Conference of Governmental Industrial Hygienists	REL:	NIOSH Recommended Exposure Limit
NIOSH:	National Institute for Occupational Safety and Health	TWA:	Time-Weighted Average
PEL:	OSHA Permissible Exposure Limits		

MIXTURE EXPOSURE LIMITS:

COMPONENTS	OSHA PEL	ACGIH TLV	NIOSH REL
Particulates Not Otherwise Regulated	15 mg/m ³ (total dust)	10 mg/m ³ (inhalable)	Not Determined
	5 mg/m ³ (respirable)	3 mg/m ³ (respirable)	

For individual exposure limits for the ingredients in this mixture, refer to the SDS for that ingredient. See Section 3 for ingredient listing.

RESPIRATORY PROTECTION:	If dust concentration exceeds permissible levels, wear NIOSH approved air-purifying respirator with cartridges/canisters approved for general particulates.
ENGINEERING CONTROLS:	Provide general or local exhaust ventilation systems to maintain airborne concentrations below OSHA PELs or other specified exposure limits to minimize the risk of inhalation of dust. Local exhaust ventilation is preferred.
PERSONAL PROTECTION EQUIPMENT:	
Eye / Face Protection:	Wear goggles or safety glasses and a full face shield. Contact lenses are not eye protective devices. An emergency eyewash or water supply should be readily accessible to the work area.
Skin Protection:	Wear suitable gloves when handling this product over long periods. If skin irritation occurs, wear long-sleeve shirt, long pants, and shoes to prevent skin contact.
Respiratory Protection:	Wear NIOSH approved respiratory approved respirator if there is a risk of exposure to dust at levels exceeding the exposure limits.
General Hygiene Considerations:	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Never eat, drink, or use tobacco in work areas. Routinely wash work clothing and protective equipment to remove contaminants. Handle in accordance with good industrial hygiene and safety practices.

9. PHYSICAL AND CHEMICAL PROPERTIES**APPEARANCE:**

Physical State:	Solid	VAPOR PRESSURE:	Not determined
Form:	Granules/Crystals	VAPOR DENSITY:	Not determined
Color:	Blue	VISCOSITY:	Not applicable
ODOR:	Odorless / Strong Saline	SPECIFIC GRAVITY (H₂O=1):	Not determined
ODOR THRESHOLD:	Not determined	DENSITY (lbs/ft³):	Not determined
pH:	5.4 - 8.6 @ 5% Solution	PARTITION COEFFICIENT:	Not determined
MELTING POINT/FREEZING POINT:	Not applicable	SOLUBILITY(IES):	Appreciable
INITIAL BOILING POINT/RANGE:	Not applicable	AUTO-IGNITION TEMP:	Not determined
FLASH POINT:	Non-combustible	DECOMPOSITION TEMP:	Not determined
EVAPORATION RATE:	Not applicable	EXPLOSIVE PROPERTIES:	Not applicable
FLAMMABILITY (SOLID, GAS):	Not determined	OXIDIZING PROPERTIES:	Not determined
FLAMMABILITY / EXPOSURE LIMITS:		OTHER INFORMATION:	
Flammability Limit - Lower:	Not determined	Heat of Combustion:	Not determined

PLOW KING, Industrial Strength Ice Melt

Flammability Limit - Upper: Not determined

10. STABILITY AND REACTIVITY

REACTIVITY:	The product is stable and non-reactive under normal conditions of use, storage and transportation.
CHEMICAL STABILITY:	The product is stable under normal conditions of use, storage and transportation.
POSSIBILITY OF HAZARDOUS REACTIONS:	Under normal conditions of storage and use, hazardous reactions will not occur.
CONDITIONS TO AVOID:	Moisture. Excessive heat. Contact with incompatible materials.
INCOMPATIBLE MATERIALS:	Strong oxidizing agents, strong acids, bromine trifluoride, nitrogen compounds, furan-2-peroxy-carboxylic acid. Mildly corrosive to metals in the presence of moisture.
HAZARDOUS DECOMPOSITION PRODUCTS:	May include but are not limited to carbon oxides, nitrogen oxides, phosphorus oxides, sulfur oxides, ammonia, and chlorine.

11. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY:	
Eye Effects:	Based on component data, moderate irritation is anticipated.
Skin Effects:	Based on component data, mild irritation is anticipated.
Acute Inhalation Effects:	Based on component data, product is not considered to be acutely toxic via inhalation.
Acute Oral Effects:	Estimated LD ₅₀ >3,000 mg/kg
Effects From Over Exposure:	Dust may be irritating to mucous membranes. May cause skin and eye irritation with stinging sensation. Ingesting large quantities may cause gastrointestinal irritation with nausea, vomiting, epigastric distress, abdominal discomfort and diarrhea.
CHRONIC TOXICITY:	
Chronic Effects:	None known
Carcinogenicity:	None known
Mutagenicity:	None known
Teratogenicity:	None known
Reproductive Toxicity:	None known
POTENTIAL HEALTH EFFECTS:	
Inhalation:	Dust may irritate upper respiratory tract.
Skin:	May cause mild skin irritation including temporary redness and itching.
Eyes:	Causes moderate but temporary eye irritation.
Ingestion:	May be harmful if swallowed.

12. ECOLOGICAL INFORMATION

ECOTOXICITY SUMMARY:	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. Dissolution of large quantities in water may create an elevated level of salinity that may be harmful to fresh water aquatic species and to plants that are not salt-tolerant.		
ECOTOXICITY DATA:			
Fish Acute and Prolonged Toxicity:	Not determined for this mixture.	Aquatic Plant Toxicity:	Not determined for this mixture.
Aquatic Invertebrate Acute Toxicity:	Not determined for this mixture.	Honeybee Toxicity:	Not determined for this mixture.
Bird Acute & Prolonged Toxicity:	Not determined for this mixture.		
PERSISTENCE AND DEGRADABILITY:	Not determined for this mixture.		
BIOACCUMULATIVE POTENTIAL:	Not determined for this mixture.		
MOBILITY IN SOIL:	Not determined for this mixture.		
OTHER ADVERSE EFFECTS:	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		

For individual toxicity analysis for the ingredients in this mixture, refer to the SDS for that ingredient. See Section 3 for ingredient listing.

PLOW KING, Industrial Strength Ice Melt**13. DISPOSAL CONSIDERATIONS****WASTE TREATMENT METHODS****PRODUCT:**

Methods of Disposal: Dispose of in accordance with applicable Federal, state, and local laws and regulations. Do not allow this material to drain into sewers, drains, or waterways.

PACKAGING:

Methods of Disposal: Ensure all product has been emptied from the bag/sack. Dispose of emptied container in accordance with applicable Federal, state, and local laws and regulations. Do not re-use empty bag.

RCRA CHARACTERISTICS: It is the responsibility of the individual disposing of this product to determine the RCRA classification and hazard status of the waste.

14. TRANSPORTATION INFORMATION

US DOT: Not regulated by the U.S. Department of Transportation as a hazardous material for ground shipment.

IMDG: Not determined

IATA: Not determined

HAZARD CLASS: None

C.A.S. NUMBER: Mixture

REPORTABLE QUANTITY: None

D.O.T. NUMBER: None

LABELS REQUIRED: None

HAZARD WASTE NO: None

PLACARD: None

EPA REGISTRATION NO: None

U.S. SURFACE FREIGHT CLASSIFICATION: Ice Melting Compounds (Manufactured Ice Melt), NOI, DRY (NMFC 50225, CLASS 50)

15. REGULATORY INFORMATION

US FEDERAL REGULATION This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA INVENTORY: All components are listed or exempt from listing on the TSCA Inventory

NFPA HAZARD RATING:

0	Least
1	Slight
2	Moderate
3	High
4	Severe

1	Health
0	Flammability
0	Reactivity

SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA):**SARS Title III Hazard Categories:**

Immediate Hazard	No
Delayed Hazard	No
Fire Hazard	No

Pressure Hazard	No
Reactivity Hazard	No

SARA 302 EXTREMELY HAZARDOUS SUBSTANCE: No

SARA 311/312 HAZARDOUS CHEMICAL: No

SARA 313 (TRI REPORTING): Not Regulated

US OSHA SPECIFICALLY REGULATED SUBSTANCE (29 CFR 1910.1001-1050): Not Listed

CERCLA HAZARDOUS SUBSTANCE LISTED (40 CFR 302.4): Not Listed

OTHER FEDERAL REGULATIONS**CLEAN AIR ACT (CAA) SECTION 112:**

Hazardous Air Pollutants (HAPs) List: Not Regulated

Accidental Release Prevention (40 CFR 68.130) List: Not Regulated

SAFE DRINKING WATER ACT (SDWA): Not Regulated

FOOD AND DRUG ADMINISTRATION (FDA): Not Regulated

US STATE REGULATIONS -

US CALIFORNIA PROPOSITION 65: This product may contain a chemical known to the State of California to cause cancer, birth

PLOW KING, Industrial Strength Ice Melt**CANADIAN DOMESTIC SUBSTANCES LIST:****WHMIS CLASSIFICATION:**

defects or other reproductive harm. Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires notification of potential exposure to substances identified by the State of California as causing cancer, birth defects or other reproductive harm. Refer to the SDS for individual ingredients. See Section 3 for ingredient listing.

Not determined

This product is not approved for use in Canada. WHMIS classification is not determined.

16. OTHER INFORMATION

ISSUE DATE: May 11, 2015
REVISION DATE: New
VERSION NO. 01

NOTICE TO READER**DISCLAIMER AND LIMITATIONS OF LIABILITY:**

The information presented herein is based on data considered to be accurate as of the date of preparation of this Safety Data Sheet (SDS) and was prepared pursuant to Government regulation(s) that identify specific types of information to be provided. This SDS may not be used as a commercial specification sheet of manufacturer or seller, and no warranty or representation, expressed or implied, is made as to the accuracy or comprehensiveness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license.

Additional information may be needed to evaluate other uses of the product, including use of the product in combination with any materials or in any processes other than those specifically referenced. Information provided herein with respect to any hazards that may be associated with the product is not meant to suggest that use of the product in a given application will necessarily result in any exposure or risk to workers or the general public. No responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product. Purchasers and users assume all risk of use, storage and handling of the product in compliance with applicable federal, state and local laws and regulations. Purchasers and users of the product specifically should advise all of their employees, agents, contractors and customers who will use the product of this SDS.



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash St., Room 113
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **17-04MAR19**
Commodity Title: **Ice Melt for Sidewalks**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY, March 04, 2019**
Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St., Room 113
Columbia, MO 65201**

Directions: The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building

Bid Opening

Day / Date: **MONDAY, March 04, 2019**
Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash St.
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. An "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addendums are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have a term starting from the **Date of Commission Order through December 31, 2019**.
- 1.7. The unit prices for the items identified on the Response Form shall remain fixed for the duration of the contract period.
- 1.8. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.10. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of Ice Melt in solid form with all features as detailed in the following specifications.
 - 2.1.1. **Quantity** – The County anticipates ordering a minimum of twenty-five thousand (25,000) pounds of ice melt.
 - 2.1.2. All orders shall be made on an “as needed” basis. Quantities in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of ice melt it will purchase from the Contractor.
- 2.2. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.3. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to; taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.4. **GENERAL CONDITIONS**
 - 2.4.1. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
 - 2.4.2. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
 - 2.4.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 2.4.4. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.5. **BASE BID MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.5.1. **Form:** Pellet or crystal form (no liquid).
 - 2.5.2. **Color:** Ice melt should be dyed for easy application
 - 2.5.3. **Packaging:** Ice Melt must be delivered with color indicator and in 50lb bags, stacked on top of a standard pallet.
 - 2.5.4. **Mixture:** Highest concentration of ice melt mix should be Sodium Chloride, Magnesium Chloride, or Calcium Chloride. Only small portions of Potassium Chloride will be accepted.

- 2.6. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's bid response non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.7. **DESIGNEE** – Boone County Facilities Maintenance Department, 613 E. Ash St. Room 107, Columbia, MO 65201.
- 2.8. **Contact** – Robert Wilson, Buyer, 613 E. Ash St, Room 113, Columbia, MO 65201. Telephone (573) 886-4393 or Email: rwilson@boonecountymmo.org
- 2.9. **DELIVERY DESTINATION** – Will be specified by Boone County at the time of purchase.
- 2.9.1 Delivery is to be made to multiple locations:
 - Shed in lot at the corner of 7th and Ash. ***Ice melt must be unloaded by hand at this location.**
 - Maintenance Shed at 5501 N Oakland Gravel Rd.
- 2.9.2. **Delivery Terms:** Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.11. **EVALUATION** - The Bidder may be required to provide the Facilities Maintenance Department with a sample of the Ice Melt proposed in the bid response for a five-day evaluation period. The cost of providing this sample will be the responsibility of the Bidder. Suitability of the sample in the proposed working environment will be an evaluation factor.

3. *Response Presentation and Review*

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING		Price Per Pound	Quantity	Extended Total
Base Bid:				
4.8.1.	Ice Melt in Accordance with Sections 2.5. - 2.5.4.	\$ _____ /lb	25,000 lbs	\$ _____
4.8.2.	Weight Ice Melt Per Bag	One (1) Bag of Ice Melt = _____ lbs		
4.8.3.	Bags Per Pallet	One (1) Pallet of Ice Melt = _____ Bags		
	Brand Name:			

4.8.4. Describe Chemical Content:

4.9. Describe Warranty Features:

4.10. Describe Any Deviations:

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.12. Delivery ARO: _____

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.13. Authorized Representative (Sign by Hand):

_____ Date: _____
Print Name and Title of Authorized Representative



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash St., Room 113
Columbia, MO 65201

Robert Wilson, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

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



Boone County Purchasing
613 E. Ash St., Room 111
Columbia, MO 65201

“No Bid” Response Form

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390

NO BID RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail, email, or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 17-04MAR19– Ice Melt for Sidewalks

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

122-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

21st

day of

March

20 19

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

Now on this day, the County Commission of the County of Boone does hereby award bid 13-28FEB19 – Dripping Springs Road Bridge Replacement to E&C Bridge, LLC of California, Missouri.

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

Done this 21st day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 14, 2019
RE: 13-28FEB19 – Dripping Springs Road Bridge Replacement

13-28FEB19 – Dripping Springs Road Bridge Replacement opened on February 28, 2019. Six (6) bids were received.

Resource Management recommends award by low bid to E&C Bridge, LLC. of California, Missouri.

Cost of the contract is \$554,274.10. There will be a 10% contingency of \$55,427.41 added for a Purchase Order total of \$609,701.51 which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs. The engineer's estimate was \$712,810.40.

att: Bid Tab

cc: Jeff McCann, Resource Management
Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the The County of Boone, Missouri (hereinafter referred to as the County), and E&C Bridge, LLC (hereinafter referred to as the Contractor). WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the County and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

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

Project Name: Dripping Springs Road Bridge Replacement

Project No.: 13-28FEB19

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

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

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

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

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

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

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

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

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

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

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

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

The County agrees to pay the Contractor in the amount of

Five Hundred Fifty-Four Thousand, Two Hundred Seventy-Four Dollars and Ten Cents

(\$554,274.10)

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

DATE OF AGREEMENT:

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

(Date)

ATTEST:

Bramma A. Zennon
County Clerk

County:
THE COUNTY OF BOONE, MISSOURI

By:

[Signature]
Presiding Commissioner

CONTRACTOR:

By:

DocuSigned by:
Adam Carroll
Authorized Representative (Signature)

By:

Adam Carroll
Authorized Representative (Print or Type Name)

Title:

managin

ATTEST:

DocuSigned by:
Adam Carroll
501BA4E4A33E4... Secretary

Approved as to Legal Form:

DocuSigned by:
[Signature]
County Counselor

Certification

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

DocuSigned by:
[Signature] 3/19/2019
Auditor DB184244D...

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

AUTHORIZATION TO INSERT DATE INTO
CONTRACT BONDS

March 6, 2019

To: County of Boone, Missouri

RE: E & C Bridge, LLC
Authority to Date Contract Bonds – **Bond No: TXIFSU0556610**

To Whom It May Concern:

This letter gives you the authority to date the three (3) Performance and Labor and Material Payment Bonds attached to match the date that you enter into Contract with E & C Bridge, LLC. for the project named: **Dripping Springs Road Bridge Replacement – Bridge No. 04200201 – Project No 13-28FEB19**. You will also need to date the Power of Attorneys to match the contract date. When this is completed please forward to me, at the address noted below, a copy of the signed and dated bonds along with the Power of Attorney.

I appreciate your assistance in this matter.

Sincerely,



Vickie J. Nickel
Attorney-In-Fact

Vickie Nickel, CIT, Bond Account Manager
vnickel@ckcins.com Phone: (913) 378-1050
Cornerstone Kansas City
4400 College Blvd., Suite 350
Overland Park, KS 66211

**POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

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 New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CASEY M. PARISOFF, KARI E. HOHN, VICKIE J. NICKEL, LISA A. SUMMERS, KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS

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 10th day of July, 2015

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, 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 31st day of December, 2017



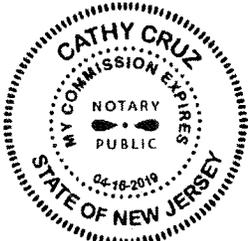
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, 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 of **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.

Cathy Cruz 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 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 on this day, March 06, 2019

Irene Martins, Assistant Secretary

Bond No. TXIFSU0556610

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,
E & C Bridge, LLC, 220 Robertson Road, California, MO 65018

as Principal, hereinafter called Contractor, and International Fidelity Insurance Company
One Newark Center, 20th Floor, Newark, NJ 07102

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 County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Five Hundred Fifty Four Thousand Two Hundred Seventy Four and 10/100 Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: Dripping Springs Road Bridge Replacement - Bridge No. 04200201

Project No.: 13-28FEB19

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Overland Park, Kansas on this _____ day of _____, 20 19.

E & C Bridge, LLC

(Contractor)

(SEAL)
No Seal

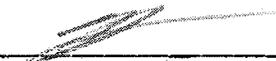
BY: 

International Fidelity Insurance Company

(Surety Company)

(SEAL)

BY: 
Vickie J. Nickel (Attorney-in-Fact)

BY: 
Casey M. Parisoff (Missouri Representative)

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

Surety Contact Name: Casey M. Parisoff
Phone Number: 913-378-1050
Address: 4400 College Blvd., Suite 350
Overland Park, KS 66211

**POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

Bond # TXIFSU0556610

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

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 New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CASEY M. PARISOFF, KARI E. HOHN, VICKIE J. NICKEL, LISA A. SUMMERS, KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS

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 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, 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 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

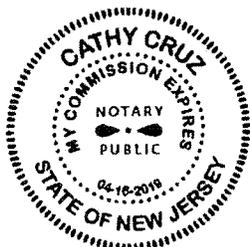
George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, 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 of **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.



Cathy Cruz 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 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 on this day,

Irene Martins, Assistant Secretary

Bond No. TXI FSU0556610

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,
E & C Bridge, LLC, 220 Robertson Road, California, MO 65018

as Principal, hereinafter called Contractor, and International Fidelity Insurance Company,
One Newark Center, 20th Floor, Newark, NJ 07102

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 County of Boone, Missouri, as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

Five Hundred Fifty Four Thousand Two Hundred Seventy Four and 10/100 Dollars,
(\$ 554,274.10), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: Dripping Springs Road Bridge Replacement - Bridge No. 04200201

Project No.: 13-28FEB19

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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

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

_____ , on this _____ day of _____, 20 19

CONTRACTOR: E & C Bridge, LLC (Seal)

BY: [Signature]

SURETY COMPANY International Fidelity Insurance Company

BY: [Signature]
Vickie J. Nickel (Attorney-in-Fact)

BY: [Signature]
Casey M. Parisoff (Missouri Representative)

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

Surety Contact Name: Casey M. Parisoff Phone Number: 913-378-1050
Address: 4400 College Blvd., Suite 350
Overland Park, KS 66211

**POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

Bond # TXIFSU0556610

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

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CASEY M. PARISOFF, KARI E. HOHN, VICKIE J. NICKEL, LISA A. SUMMERS, KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS

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 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, 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 31st day of December, 2017



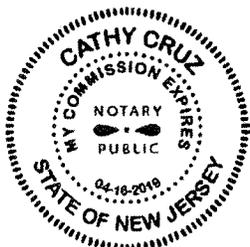
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, 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 of **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.

Cathy Cruz 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 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 on this day,

Irene Martins, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2019

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 Cornerstone Kansas City, LLC 4400 College Blvd. Ste. 350 Overland Park KS 66211	CONTACT NAME: Kathleen Kramer PHONE (A/C, No, Ext): (913) 754-0193 FAX (A/C, No): (913) 378-0399 E-MAIL ADDRESS: kkramer@ckcins.com														
INSURED E & C Bridge, LLC 205 W Buchanan St. California MO 65018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: United Fire and Casualty Company</td> <td style="text-align: center;">13021</td> </tr> <tr> <td>INSURER B: Missouri Employers Mutual Ins Co.</td> <td style="text-align: center;">10191</td> </tr> <tr> <td>INSURER C: RLI Insurance Company</td> <td style="text-align: center;">13056</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Fire and Casualty Company	13021	INSURER B: Missouri Employers Mutual Ins Co.	10191	INSURER C: RLI Insurance Company	13056	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: CL1831525414** **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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: Per written contract	X		60474598	3/31/2018	3/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		60474598	3/31/2018	3/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		60474598	3/31/2018	3/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	MEM2020002-02	3/31/2018	3/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater			ILM0704975	3/31/2018	3/31/2019	Limit/Deductible 500,000/5,000
C	Leased/Rented Equipment			ILM0704975	3/31/2018	3/31/2019	Limit per unit/Deductible 300,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project No.: 13-28FEB19 - Dripping Springs Road Bridge Replacement
 County of Boone, Missouri is an additional insured on all policies, except workers' compensation, as required by written contract. Umbrella is follow form. Should any of the above policies cancel prior to renewal, 30 days written notice will be mailed to the certificate holder, 10 days for cancellation due to non-payment.

CERTIFICATE HOLDER RWilson@boonecountymo.org 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 David Parkhurst/KK
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**BOONE COUNTY BRIDGE NO. 04200201
ITEMIZED BID FORM
ROADWAY ITEMS BY CONTRACTOR**

**DRIPPING SPRINGS ROAD
PAGE 1**

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MoDOT	201	Clearing and Grubbing	ACRE	0.4	<u>11,000⁰⁰</u>	<u>4,400⁰⁰</u>
2	MoDOT	202	Removal of Improvements	L.S.	1	<u>XXXXXXXXXX</u>	<u>1,500⁰⁰</u>
3	TS	02300	Excavation	C.Y.	560	<u>AC 9⁰⁰ 12⁰⁰</u>	<u>6,540⁰⁰ 6,720⁰⁰</u>
4	TS	02300	Embankment	C.Y.	1,599	<u>9⁰⁰</u>	<u>14,391⁰⁰</u>
5	TS	02300	Compaction Testing	L.S.	1	<u>XXXXXXXXXX</u>	<u>1,500⁰⁰</u>
6	MoDOT	304	4" Thick layer-Type 1 Agg. Base Transition	S.Y.	1,330	<u>6⁰⁰</u>	<u>7,980⁰⁰</u>
7	MODOT	310	MoDOT Type 5 Roadway Aggregate	S.Y.	262	<u>8.50</u>	<u>2,227⁰⁰</u>
8	TS	02740	2" Thick Surface Course (BP-2) Plant Mix Bitum. Pvmnt.	S.Y.	1,330	<u>8.25</u>	<u>10,972.50</u>
9	TS	02740	7" Thick Base Course Plant Mix Bituminous Pvmnt.	S.Y.	1,330	<u>27.85</u>	<u>37,040.50</u>
10	MoDOT	606	MGS Bridge Approach Transition Section	EACH	4	<u>2,975⁰⁰</u>	<u>11,900⁰⁰</u>
11	MoDOT	606	Terminal (Trinity Part No. 907G)	EACH	2	<u>175⁰⁰</u>	<u>350⁰⁰</u>
12	MoDOT	606	SRT-31 Guardrail Slotted Rail Terminal	EACH	2	<u>2,575⁰⁰</u>	<u>5,150⁰⁰</u>
13	MoDOT	606	MGS End Anchor	EACH	2	<u>AC 1,275 1,275⁰⁰</u>	<u>2,550⁰⁰</u>
14	MoDOT	607	Fence (5-Strand Barbed Wire)	L.F.	392	<u>8⁰⁰</u>	<u>3,136⁰⁰</u>
15	MoDOT	607	16' Gate	EACH	1	<u>1500⁰⁰</u>	<u>1,500⁰⁰</u>

**BOONE COUNTY BRIDGE NO. 04200201
ITEMIZED BID FORM
ROADWAY ITEMS BY CONTRACTOR**

**DRIPPING SPRINGS ROAD
PAGE 2**

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
16	TS	01550	Traffic Control	L.S.	1	XXXXXXXXXX	<u>300⁰⁰</u>
17	MoDOT	618	Mobilization	L.S.	1	XXXXXXXXXX	<u>32,000⁰⁰</u>
18	MoDOT	620.6	Temporary Centerline Markers	EACH	15	<u>10⁰⁰</u>	<u>150⁰⁰</u>
19	TS	01590	Restoration	L.S.	1	XXXXXXXXXX	<u>5,400⁰⁰</u>
20	TS	01570	Erosion Control	L.S.	1	XXXXXXXXXX	<u>3,450⁰⁰</u>
21	TS	01570	Erosion Control Blankets	S.Y.	39	<u>10.50</u>	<u>401.50</u>
22	JSP		Mechanically Stabilized Fill	L.S.	1	XXXXXXXXXX	<u>24,000⁰⁰</u>
23	TS	01720	Construction Staking	L.S.	1	XXXXXXXXXX	<u>4,620⁰⁰</u>
24	TS	02630	18" C.M.P. (Aluminized Annular Rivited, 16GA)	L.F.	105	<u>35⁰⁰</u>	<u>3,675⁰⁰</u>
25	TS	02720	Field Entrance	EACH	2	<u>1,500⁰⁰</u>	<u>3,000⁰⁰</u>

Sub-Total Roadway Items =

~~\$ 186,021.50~~
A 191,021.50

BRIDGE ITEMS BY CONTRACTOR

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
26	JSP	216.1	Removal of Bridge	L.S.	1	<u>15,000⁰⁰</u>	<u>15,000⁰⁰</u>
27	MoDOT	206	Excavation for Structure	L.S.	1	XXXXXXXXXX	<u>1,500⁰⁰</u>
28	MoDOT	501	Class B-1 Substructure Concrete	C.Y.	34	<u>600⁰⁰</u>	<u>20,400⁰⁰</u>
29	MoDOT	501	Class B-2 Superstructure Concrete	C.Y.	133	<u>350⁰⁰</u>	<u>46,550⁰⁰</u>
30	TS	02370	MoDOT Type 2 Rock Blanket	C.Y.	754	<u>48⁰⁰</u>	<u>36,192⁰⁰</u>

**BOONE COUNTY BRIDGE NO. 04200201
ITEMIZED BID FORM
ROADWAY ITEMS BY CONTRACTOR**

**DRIPPING SPRINGS ROAD
PAGE 3**

LINE	SPEC	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
31	MoDOT	701	36" Drilled Shafts	L.F.	63.3	<u>350⁰⁰</u>	<u>22,155⁰⁰</u>
32	MoDOT	701	30" Rock Sockets	L.F.	52	<u>325⁰⁰</u>	<u>16,900⁰⁰</u>
33	MoDOT	705	Prestressed Concrete Deck Panels	S.Y.	160	<u>110⁰⁰</u>	<u>17,600⁰⁰</u>
34	MoDOT	705	Prestressed Concrete NU-53 Girders	EACH	4	<u>32,000⁰⁰</u>	<u>128,000⁰⁰</u>
35	MoDOT	706	Reinforcing Steel	LBS	35,384	<u>90</u>	<u>31,845.60</u>
36	JSP		Kansas Corral Bridge Railing	L.F.	295	<u>78⁰⁰</u>	<u>23,010⁰⁰</u>
37	MoDOT	715	Vertical Drain at End Bents	EACH	2	<u>950⁰⁰</u>	<u>1900⁰⁰</u>
38	MoDOT	716	Neoprene Bearing Pads	EACH	8	<u>275⁰⁰</u>	<u>2,200⁰⁰</u>

Sub-Total Bridge Items = \$363,252.⁶⁰
 TOTAL CONTRACT = \$554,274.¹⁰

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>

In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

COMPANY NAME: E+C Bridge, LLC

ADDRESS: PO Box 48

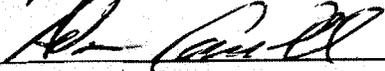
CITY, STATE, ZIP: California, MO 65018

PHONE NUMBER: 573-619-2497

EMAIL ADDRESS: eandcbridge@gmail.com

AUTHORIZED REPRESENTATIVE: Adam Carroll

TITLE: managing member

SIGNATURE: 

Prompt Payment Terms: _____

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Dripping Springs Road Bridge ReplacementProject No.: Bridge No. 04200201 13-28FEB19

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: ETC Bridge, LLC

By: 
(Signature)

Adam Carroll
(Print or Type Name)

Title: Managing Member

Address: PO Box 48

City, State, Zip: California, MO 65018

Phone: 573-619-2497

Fax: 660-829-9148

Email Address: eandcbridge@gmail.com

Date: February 28, 2019

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

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

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

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

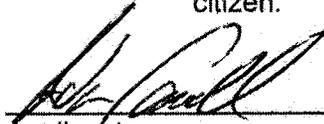
Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

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


Applicant

February 28, 2019
Date

Adam Carroll
Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: E+C Bridge, LLC
2. Business Address: PO Box 48
California, MO 65018
3. When Organized: 2016
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:
LLC 81-0685860
6. Number of years engaged in contracting business under present firm name:
2
7. If you have done business under a different name, please give name and location:
Ennis Excavating, LLC
8. Percent of work done by own staff: 90%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: _____
See attached
12. List of projects currently in progress: _____
See attached

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Callaway

Adam Carroll, being first duly sworn, deposes and

says that he is Managing Member
(Title of Person Signing)

of EAC Bridge, LLC
(Name of Bidder)

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

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

By Adam Carroll

By _____

By _____

Sworn to before me this 28 day of February, 20 19

DARLA K. JORDAN
Notary Public - Notary Seal
STATE OF MISSOURI Notary Public
County of Callaway
My Commission Expires 7/26/2022
Commission # 14998804

Darla K Jordan

My Commission Expires July 26, 2022

SIGNATURE AND IDENTITY OF BIDDER

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

- sole individual partnership LLC
- corporation, incorporated under laws of the state of _____
- other: _____

Name of individual, all partners,
or joint venturers:
Alanna Carroll
Randy Ennis
Josh Ennis

Address of each:
10857 County Rd 441 New Bloomfield, MO 65063
PO Box 286 California, MO 65018
PO Box 286 California, MO 65018

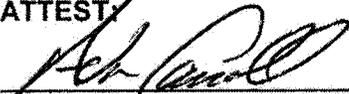
doing business under the name of:

E+C Bridge, LLC
 (If using a fictitious name, show this name above in addition to legal names)

PO Box 48 California, MO 65018
 Address of principal place of business in Missouri

(If a corporation - show its name above)

Address of principal place of business in Missouri

ATTEST


 (Signature)
Alanna Carroll
 (Print Name and Title)

Dated February 28, 2019.

NOTE:

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

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

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Callaway

On this 28th day of February, 20 19

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

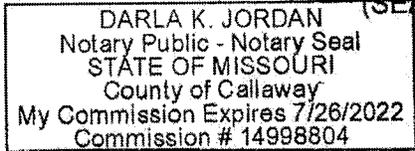
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

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

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

Witness my hand and seal at Callaway County, Missouri the day and year first above written.



(SEAL)

Darla K. Jordan

Notary Public

My Commission expires July 26, 20 22.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

E & C Bridge, LLC
205 W. Buchanan Street
California, MO 65018

SURETY:
(Name, legal status and principal place of business)

International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102-5207

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

OWNER:
(Name, legal status and address)

Boone County Commission
801 East Walnut
Columbia, MO 65201

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

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

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

Dripping Springs Road Bridge Replacement - Bridge No. 04200201

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

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

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

Signed and sealed this 28th day of February, 2019

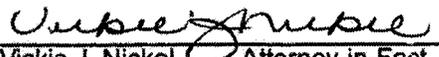


(Witness)

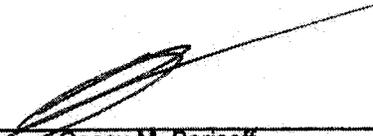
E & C Bridge, LLC
(Principal) _____ *(Seal)*

By:  _____ *managing member*
(Title)

International Fidelity Insurance Company
(Surety) _____ *(Seal)*

By:  _____
(Title) Vickie J. Nickel Attorney-in-Fact

Surety Phone No. 973-624-7200



(Witness) Casey M. Parisoff

**POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

Bond # Bid Bond

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

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 New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CASEY M. PARISOFF, KARI E. HOHN, VICKIE J. NICKEL, LISA A. SUMMERS, KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS

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 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, 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 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

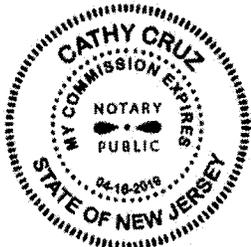
George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, 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 of **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.



Cathy Cruz 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 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 on this day, February 28, 2019

Irene Martins, Assistant Secretary

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF AMENDED ARTICLES OF ORGANIZATION

WHEREAS,

E & C Bridge, LLC
LC001469745

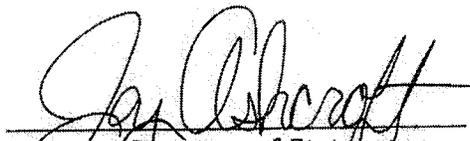
Formerly,

Ennis Excavating LLC

filed its amended Articles of Organization with this office and WHEREAS that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of authority vested in me by law do hereby certify and declare that the above entity's Articles of Organization are amended.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 14th day of February, 2017.


Secretary of State





State of Missouri
John R. Ashcroft, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

Amendment of Articles of Organization

(Submit with filing fee of \$25.00)

Charter #: LC001469745

1. The current name of the limited liability company is: Ennis Excavating, LLC

2. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____
(Date may not be more than 90 days after the filing date in this Office)

3. State date of occurrence that required this amendment: 2/7/17 _____
Month/Day/Year

4. The articles of organization are hereby amended as follows:
Changing of company name to: E & C Bridge, LLC

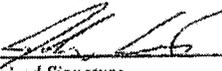
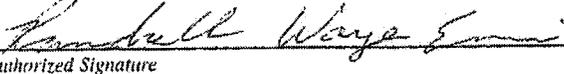
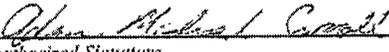
5. (Check if applicable) This amendment is required to be filed because:
- management of the limited liability company is vested in one or more managers where management had not been so previously vested.
 - management of the limited liability company is no longer vested in one or more managers where management was previously so vested.
 - a change in the name of the limited liability company.
 - a change in the time set forth in the articles of organization for the limited liability company to dissolve.
 - adding a series under section 347.039 RSMo. (Form LLC 1A must be attached.)

6. This amendment is (check either or both):
- authorized under the operating agreement
 - required to be filed under the provisions of RSMo Chapter 347

(Please see next page)

Name and address to return filed document:
Name: <u>Josh Ennis</u>
Address: <u>156 Cedar Street</u>
City, State, and Zip Code: <u>Jamestown, MO 65046</u>

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

 <i>Authorized Signature</i>	Joshua Randall Ennis <i>Printed Name</i>	2/7/17 <i>Date</i>
 <i>Authorized Signature</i>	Randall Wayne Ennis <i>Printed Name</i>	2/7/17 <i>Date</i>
 <i>Authorized Signature</i>	Adam Michael Carroll <i>Printed Name</i>	2/7/17 <i>Date</i>



Company ID Number: 941493

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the E & C Bridge, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 941493

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 941493

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 941493

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 941493

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 941493

Approved by:

Employer E & C Bridge, LLC	
Name (Please Type or Print) Adam M Carroll	Title
Signature Electronically Signed	Date 01/27/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/27/2016

E-Verify



Company ID Number: 941493

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	E & C Bridge, LLC
Company Facility Address	205 W. Buchanan Street California, MO 65018
Company Alternate Address	PO Box 48 California, MO 65018
County or Parish	MONITEAU
Employer Identification Number	810685860
North American Industry Classification Systems Code	237
Parent Company	E & C Bridge, LLC
Number of Employees	5 to 9
Number of Sites Verified for	1



Company ID Number: 941493

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)



Company ID Number: 941493

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

Name Adam M Carroll
Phone Number (573) 619 - 2497
Fax Number (660) 849 - 2080
Email Address eandcbridge@gmail.com



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E & C Bridge, LLC
PO Box 48
California, MO 65018
(660) 849-2144 office
(660) 849-2080 fax

Summary

E & C Bridge, LLC is a multi-member limited liability company with 50 years of combined bridge and heavy highway construction experience.

Randy Ennis

29 years of bridge building experience as a Superintendent. Randy previously worked for Jensen Construction Company for 16 years.

Josh Ennis

12 years of bridge building experience as a Foreman and Operator. Josh previously worked for Jensen Construction Company 5 ½ years.

Adam Carroll

15 years of bridge building experience as an Estimator, Project Manager and Superintendent. Adam previously worked for Lehman Construction for 10 years.

AREAS OF EXPERTISE

Setting up job sites; ordering materials; planning daily tasks for jobs; building cofferdams; drill shafts anywhere from 20 to 150 feet deep; driving piling; setting steel beams; setting concrete beams; deck and pour bridges anywhere from 50 to 400 yards; tie deck steel; tie structure steel; form all sub-structures and poured; work on water with barges; operate cranes; run Bidwell finish machine; run Comaco finish machine; set Simon forms; set Efcu forms and can build own wood forms and demo bridges.

Projects Completed (All MoDOT Projects)

Miller County—Job # J5L3075D--Bridge Deck Rehabilitation--\$320,920.38
Moniteau County—JOB # J5S3050--Bridge Deck Replacement--\$362,216.60
Cooper County—JOB # J5S3052--Bridge Deck Replacement--\$305,860.80
Cass County—JOB # J4S3069--Bridge Deck Replacement--\$375,515.07
Cass County—JOB # J4S3072--Bridge Deck Replacement--\$423,573.41
Gasconade County—JOB # J5S3047--Bridge Deck Replacement--\$297,715.10
Mercer County—JOB # J2S2179--Bridge Replacement--\$487,398.00
Camden County—JOB # J5S3147—Bridge Deck Replacement--\$719,515.14
Lafayette County—JOB # J3S3052—Bridge Deck Replacement--\$518,551.28
Randolph County—JOB # J2P3058C—Bridge Deck Replacement--\$736,781.80

Projects Completed (All MoDOT Projects-Continued)

Johnson County—JOB # J3S3094 —Bridge Deck Replacement--\$595,646.70
Lafayette County—JOB # J3S3058—Bridge Deck Replacement--\$516,631.75
Camden County—JOB # J5S3139—Bridge Deck Replacement--\$1,063,874.84
Boone County—JOB # J5P3165—Roadway & Bridge Improvements--\$430,211.92
Morgan County—JOB #s J5S3171/J5S3175—Two Bridge Replacements--\$1,157,757.38
Saline County—JOB # J3S3068—Bridge Deck Replacement--\$386,244.25
Pettis County—JOB # J3S3060—Bridge Deck Replacement--\$604,610.00

Projects Completed (Boone County Project)

Boone County—Marshall Lane & Remie Road—JOB # 51-15DEC16--\$456,323.56

Current Projects (MoDOT Projects)

Marion County--JOB # J2S3045 —Bridge Deck Replacement--\$481,510.00
Ray County—JOB # J3S3063—Bridge Replacement--\$671,510.60
Bates County—JOB # J7S0503—Bridge Replacement--\$427,479.50

Current Projects (MO Department of Conservation)

Camden County – JOB # 81-03-03 – Fiery Fork Conservation Area --\$477,835.56

Current Projects (County Commission)

Pettis County – Bridge No. 2510010 – BRO-B080 (34) --\$123,447.22

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 21st day of March 20 19

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

Now on this day, the County Commission of the County of Boone does hereby award bid 07-14FEB19-Street Rehab – 2019 – El Chaparral Subdivision to Emery Sapp & Sons, Inc. of Columbia, Missouri.

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

Done this 21st day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 14, 2019
RE: 07-14FEB19- Street Rehab – 2019 – El Chaparral Subdivision

07-14FEB19- Street Rehab – 2019 – El Chaparral Subdivision opened on February 14, 2019. Five (5) bids were received.

Resource Management recommends award by low bid to Emery Sapp & Sons, Inc. of Columbia, Missouri.

Cost of the contract is \$3,295,071.55. There will be a 10% contingency of \$329,507.16 added for a Purchase Order total of \$3,624,578.71 which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs. The engineer's estimate was \$4,809,613.50

att: Bid Tab

cc: Micah Taylor, Resource Management
Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the The County of Boone, Missouri (hereinafter referred to as the County), and Emery Sapp & Sons, Inc. (hereinafter referred to as the Contractor).

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

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

Project Name: Street Rehab 2019 - El Chaparral Subdivision

Project No.: 07-14FEB19

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

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

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

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

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

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

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

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

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

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

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

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

The County agrees to pay the Contractor in the amount of

Three Million, Two Hundred Ninety-Five Thousand Seventy-One Dollars and Fifty-Five Cents

(\$3,295,071.55)

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

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
3/21/2019 at Columbia, Missouri.

(Date)

County:
THE COUNTY OF BOONE, MISSOURI

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
County Clerk

DocuSigned by:
Daniel K. Paul
Presiding Commissioner

CONTRACTOR:

By: [Signature]
Authorized Representative (Signature)

By: Justin Gay
Authorized Representative (Print or Type Name)

Title: Assistant Vice President.

ATTEST:

DocuSigned by:
[Signature]
Secretary

Approved as to Legal Form:

DocuSigned by:
Charles J. Johnson
County Counselor

Certification

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

DocuSigned by:
June E. Pritchard by [Signature]
3/18/2019
Auditor

By:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



Insurance • Bonds • Employee Benefits • Financial Services

March 11, 2019

County of Boone
613 East Ash Street, Room 111
Columbia, MO 65201

RE: Contractor: Emery Sapp & Sons, Inc.
Bond No: 39S222128
Project: Street Rehab - El Chaparral Subdivision

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 for my file.

Sincerely,

Allison Madrid
Attorney-In-Fact

Enclosures

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Emery Sapp & Sons, Inc.

2301 I-70 Drive NW, Columbia, MO 65202

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are

held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in

the amount of Three Million Two Hundred Ninety-Five Thousand Seventy-One Dollars & 55/100 (\$3,295,071.55) Dollars, for the

payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,

successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 3/21/2019 entered into
a Contract with Owner for:

Project Name: Street Rehab 2019 - El Chaparral Subdivision

Project No.: 07-14FEB19

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

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

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

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

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

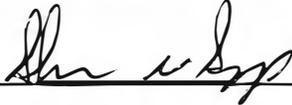
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 26th day of February, 2019.

Emery Sapp & Sons, Inc.
(Contractor)

(SEAL)

BY: 

Liberty Mutual Insurance Company
(Surety Company)

(SEAL)

BY: 
Allison Madrid (Attorney-in-Fact)

BY: N/A
(Missouri Representative)

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

Surety Contact Name: Matt Blaskiewicz
Phone Number: 314-543-4622
Address: 12444 Powerscourt Drive, Ste 100
St. Louis, MO 63131

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Emery Sapp & Sons, Inc.

2301 I-70 Drive NW, Columbia, MO 65202

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

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

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

Three Million Two Hundred Ninety-Five Thousand Seventy-One Dollars & 55/100

(\$3,295,071.55) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 3/21/2019 entered into a Contract with Owner for:

Project Name: Street Rehab 2019 - El Chaparral Subdivision

Project No.: 07-14FEB19

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

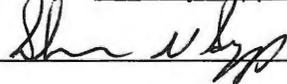
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

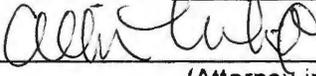
IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at Columbia, Missouri

_____ , on this 26th day of February, 20 19

CONTRACTOR: Emery Sapp & Sons, Inc. (Seal)

BY: 

SURETY COMPANY Liberty Mutual Insurance Company

BY: 
(Attorney-in-Fact) Allison Madrid

BY: N/A
(Missouri Representative)

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

Surety Contact Name: Matt Blaskiewicz Phone Number: 314-453-4622
Address: 12444 Powerscourt Drive, Ste 100
St. Louis, MO 63131

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8198110

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrop

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2018



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of February, 2019



By: Renee C Llewellyn
Renee C Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID FORM
STREET REHAB - 2019 - EL CHAPARRAL SUBDIVISION

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$ 41,000. ⁰⁰	\$ 41,000. ⁰⁰
TRAFFIC CONTROL/PHASING	1	LS	\$ 13,475. ⁰⁰	\$ 13,475. ⁰⁰
INLET PROTECTION/EROSION CONTROL	1	LS	\$ 3,900. ⁰⁰	\$ 3,900. ⁰⁰
MATERIAL TESTING	1	LS	\$ 11,900. ⁰⁰	\$ 11,900. ⁰⁰
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	1	LS	\$ 3,100. ⁰⁰	\$ 3,100. ⁰⁰
REMOVAL, STORMWATER	1	LS	\$ 6,100. ⁰⁰	\$ 6,100. ⁰⁰
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	53129	SY	\$ 2.55	\$ 135,478.95
CONSTRUCTION STAKING	1	LS	\$ 4,200. ⁰⁰	\$ 4,200. ⁰⁰
CLEARING & GRUBBING	1	LS	\$ 2,855. ⁰⁰	\$ 2,855. ⁰⁰
ROCK EXCAVATION	50	CY	\$ 10. ⁰⁰	\$ 500. ⁰⁰
3'x2' TYPE A INLET	2	EA	\$ 1,910. ⁰⁰	\$ 3,820. ⁰⁰
4'x4.5' MODIFIED TYPE M INLET	2	EA	\$ 5,045. ⁰⁰	\$ 10,090. ⁰⁰
5'x4.5' MODIFIED TYPE M INLET	2	EA	\$ 4,775. ⁰⁰	\$ 9,550. ⁰⁰
5'x4' TYPE M INLET	1	EA	\$ 4,650. ⁰⁰	\$ 4,650. ⁰⁰
6'x4' TYPE M INLET	1	EA	\$ 4,750. ⁰⁰	\$ 4,750. ⁰⁰
4'x4' JUNCTION BOX	4	EA	\$ 3,650. ⁰⁰	\$ 14,600. ⁰⁰
15" DIA. STORMWATER PIPE	107	LF	\$ 42. ⁰⁰	\$ 4,494. ⁰⁰
15" DIA. RCP, CLASS III	26	LF	\$ 63. ⁰⁰	\$ 1,638. ⁰⁰
18" DIA. STORMWATER PIPE	202	LF	\$ 47. ⁰⁰	\$ 9,494. ⁰⁰
18" DIA. RCP, CLASS III	62	LF	\$ 84. ⁰⁰	\$ 5,208. ⁰⁰
21" DIA. RCP, CLASS IV	33	LF	\$ 73. ⁰⁰	\$ 2,409. ⁰⁰
21" DIA. ULTRA RIB PVC PIPE	30	LF	\$ 61. ⁰⁰	\$ 1,830. ⁰⁰
24" DIA. RCP, CLASS III	13	LF	\$ 123. ⁰⁰	\$ 1,599. ⁰⁰
ALUMINIZED METAL END SECTION	1	EA	\$ 320. ⁰⁰	\$ 320. ⁰⁰
ROCK BLANKET WITH FILTER FABRIC	40	CY	\$ 90. ⁰⁰	\$ 3,600. ⁰⁰
CULVERT CONNECTION	1	LS	\$ 1,235. ⁰⁰	\$ 1,235. ⁰⁰
DOWNSPOUT RECONNECTION	1	LS	\$ 425. ⁰⁰	\$ 425. ⁰⁰
SANITARY SEWER LATERAL REPAIR	1	LS	\$ 4,725. ⁰⁰	\$ 4,725. ⁰⁰
PAVEMENT PATCHING	237	SY	\$ 10. ⁰⁰	\$ 2,370. ⁰⁰
GRADED INLET REPAIR	1	LS	\$ 805. ⁰⁰	\$ 805. ⁰⁰
CONCRETE STORMWATER FLUME	1	LS	\$ 3,445. ⁰⁰	\$ 3,445. ⁰⁰
MANHOLE CONCRETE COLLAR	10	EA	\$ 900. ⁰⁰	\$ 9,000. ⁰⁰
CONCRETE ISLAND	1	LS	\$ 4,980. ⁰⁰	\$ 4,980. ⁰⁰
CURB & GUTTER, REMOVE & REPLACE	2346	SY	\$ 124.35	\$ 291,725.10
DRIVEWAY, REMOVE AND REPAIR	700	SY	\$ 75. ⁰⁰	\$ 52,500. ⁰⁰
EXCAVATION & GRADING	14903	CY	\$ 17.65	\$ 263,031.95
HIGH STRENGTH WOVEN GEOTEXTILE	53129	SY	\$ 4. ⁰⁰	\$ 212,516. ⁰⁰
1 1/2" MINUS AGGREGATE BASE, 8" THICK	53129	SY	\$ 9. ⁰⁰	\$ 478,161. ⁰⁰
BITUMINOUS BASE COURSE, 6 1/2" THICK	18264	TON	\$ 66.70	\$ 1,218,208.80
BITUMINOUS BASE COURSE, 7" THICK	861	TON	\$ 74.70	\$ 64,316.70

**BID FORM
STREET REHAB - 2019 - EL CHAPARRAL SUBDIVISION**

Description	Qty.	Unit	Unit Price	Total
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	108228	SY	\$ 0.40	\$ 43,291.20
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	4215	TON	\$ 71.65	\$ 302,004.75
ASPHALT SURFACE COURSE, BP-2, 2" THICK	246	TON	\$ 80.90	\$ 19,901.40
CRACK SEALING	1	LS	\$ 9500.00	\$ 9500.00
PAVEMENT MARKINGS, 4" WIDE SINGLE WHITE	80	LF	\$ 5.90	\$ 472.00
PAVEMENT MARKINGS, 4" WIDE DOUBLE YELLOW	36	LF	\$ 9.75	\$ 351.00
PAVEMENT MARKINGS, 24" WIDE WHITE STOP BAR	25	LF	\$ 4.45	\$ 111.25
PAVEMENT MARKINGS, WHITE LEFT TURN ARROW	1	EA	\$ 90.00	\$ 90.00
PAVEMENT MARKINGS, WHITE RIGHT TURN ARROW	1	EA	\$ 90.00	\$ 90.00
RESTORATION WITH EROSION CONTROL BLANKET	1153	SY	\$ 3.65	\$ 4206.45
RESTORATION WITH STRAW MULCH	1	LS	\$ 7040.00	\$ 7,040.00
Bid Total				\$ 3,295,071.55
Bid Working Days			80	Working Days
Bid Value	=Bid Total + (Bid Working Days * \$1,500)			\$ 3,415,071.55

Optional Asphalt Cement Price Index (Circle One)

Accept

Do Not Accept

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

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged): In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-mail Address below, the Contact and E-mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
2/8/19	# 1

COMPANY NAME: EMERY SAPP & SONS, INC.

ADDRESS: 2301 I-70 DRIVE NW

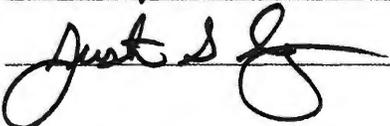
CITY, STATE, ZIP: COLUMBIA, MO 65202

PHONE NUMBER: 573-445-8331

EMAIL ADDRESS: justin.gay@emerysapp.com

AUTHORIZED REPRESENTATIVE: JUSTIN GAY

TITLE: ASST. VICE PRESIDENT

SIGNATURE: 

Prompt Payment Terms: N/A

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

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

- ASPHALT — CAPITAL PAVING
- TESTING — CROCKETT GEOTECHNICAL
- EROSION CONTROL/SEEDING — CUSTOM FENCE
- PAVEMENT MARKINGS — PALMER PAINTING
- TRAFFIC CONTROL SIGNS — KEITH CONTRACTING

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: STREET REHAB - 2019 - EL CHAPARRAL SUBDIVISION

Project No.: N/A

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

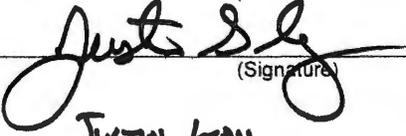
SECTION V

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

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

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

Firm Name: EMERY SAPP & SONS, INC.

By: 
(Signature)
JUSTIN GAY
(Print or Type Name)

Title: ASST. VICE PRESIDENT

Address: 2301 I-70 DRIVE NW

City, State, Zip: COLUMBIA, MO 65202

Phone: 573-445-8331

Fax: 573-446-4805

Email Address: justin.gay@emerysapp.com

Date: 2/14/19

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

Company ID Number: 86909

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Emery Sapp & Sons, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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

County of BOONE)
)ss
State of MISSOURI)

My name is Justin Gay

I am an authorized agent of ENERGY SUPPLY & SAWS, Inc. (Bidder).

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

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

Justin Gay Affiant 2/14/19 Date
Justin Gay Printed Name

Subscribed and sworn to before me this 14 day of February, 2019.



STACEY WISE
My Commission Expires
July 30, 2020
Boone County
Commission #12407211

Stacey Wise
Notary Public

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

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: ENERGY SAPP & SONS, INC.
- 2. Business Address: 2301 I-70 DRIVE NW, COLUMBIA, MD 21002
- 3. When Organized: 1972
- 4. When Incorporated: 1972
- 5. If not incorporated, state type of business and provide your federal tax identification number:
- 6. Number of years engaged in contracting business under present firm name:
47 YEARS
- 7. If you have done business under a different name, please give name and location:
N/A
- 8. Percent of work done by own staff: _____
- 9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
- 10. Have you ever defaulted on a contract? NO
- 11. List of contracts completed within the last four years, including value of each: _____
SEE ATTACHED LIST
- 12. List of projects currently in progress: _____
SEE ATTACHED LIST

* Attach additional sheets as necessary *



2018 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:

LAST UPDATED: 11-26-18 dw

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	SELF PERFORMED	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	COMPLETION DATE
2018		Asphalt	ODOT Call 725 Vinita Hwy 2	ODOT	Vinita, OK	\$1,321,159	100%	0%	Trace Drummond	Crossland Heavy Contractors 14149 E. Admiral Pl Tulsa, OK 74116	918-438-2800		
2018		Roadway	Ward Road-County Line to Gore	City of Lee's Summit, Mo	Lee's Summit, MO	\$3,979,743	75%	0%	Dena Metzger	City of Lee's Summit 220 SE Green Street Lee's Summit, MO 64063	816-969-1933		
2018	A,C,I,J,N	Airport	Bolivar Municipal Airport	City of Bolivar, MO	Bolivar, MO	\$863,363	23%	0%	Joyce Ewing	Olsson Associates 601 P Street Suite 200 Lincoln, NE 68508	402-474-6311		
2018	A,C,F,J,K,Z	Roadway	Parvin Rd Reconstruction	City of Kansas City, MO	Kansas City, MO	\$1,728,410	74%	30%	Kerry Kanatzar, P.E.	City of Kansas City, MO 414 East 12th Street Kansas City, MO 64130	816-513-2740	816-513-2523	
2018		Bridge	Smithville Bridge	City of Smithville, MO	Smithville, MO	\$785,483	74%	0%	Darren Spitzgeerber	HDR Engineering 10450 Holmes Rd, Suite 600 Kansas City, MO 64131	816-896-9497		
2018		Roadway	Magnolia Road	City Of Rogers, AR	Rogers, AR	\$5,134,651	66%	0%	Bill Burnett	Crafton Tull 901 N. 47th Street Suite 200 Rogers, AR 72756	489-636-4838		
2018		Roadway	Jackson Co Rte I-70H-435	MODOT	Kansas City, MO	\$47,557,490	55%	0%	James Plam, P.E.	MODOT 9400 E. 43rd St Kansas City, MO 64133	660-988-1128		
2018	B,C,I,J,N	Airport	Grove Airport	Grove Regional Airport	Grove, OK	\$649,495	75%	45%	Adam White, P.E.	Garver 2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100		
2018	B,I,J,L,N,O,P	Roadway	Joplin Surface Project 4008	City of Joplin	Joplin, MO	\$3,603,421	91%	25%	Joe Rickman	5051 S. National Suite 7A Springfield, MO 65810	417-889-3400	417-889-3402	
2018	A,C,I,J,M,S,V	Airport	Springdale Airport	City of Springdale, AR	Springdale, AR	\$2,182,923		90%	Adam White, P.E.	Garver 2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100		
2018	A,C,I,J,M,S,V	Airport	XNA Taxiway B	Northwest Regional Airport Authority	Bentonville, AR	\$14,051,868	67%	0%	Matthew Thomason	1 Airport Blvd, Suite 100 Bentonville, AR 72712	479-205-1000		
2018	B,C,F,I,J,K,S,Z	Roadway	Rt 2 & Enterprise Improvements	Boone County, MO	Columbia, MO	\$1,339,955	93%	100%	Jeff McCann, P.E.	Boone County 801 E. Walnut Columbia, MO 65201	573-886-4480	573-886-4340	August-18
2018	B,D,E,I,J,L,N,P,Z	Bridge	Cooper Cot Rt 87	MODOT	Boonville, MO	\$4,437,713	62%	65%	Aaron Peck	MODOT 4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4789	
2018	B,D,E,I,J,L,N,P,Z	Bridge	Laclede Co Rte I-44	MODOT	Hazelgreen, MO	\$4,492,059	84%	10%	Chris Graham	MODOT 749 Hwy 42 Osage Beach, MO 65065	573-302-7163		
2018	A,C,I,J,K	Airport	Tulsa International Airport	Tulsa Airport Improvements Trust	Tulsa, OK	\$12,958,100		0%	Jeff Shaw	Tulsa Airport Improvements Trust 7777 E. Apache St, Suite A-217 Tulsa, OK 74115	918-838-5000		
2018	B,C,I,J,L,S,Z	Paving	Dean's Trail	City of Springdale, AR	Springdale, AR	\$2,918,473	68%	75%	Joe Adams	Garver 2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-866-3568		
2018	B,D,E,I,J,L,N,P,Z	Bridge	Cass Co Rte A	MODOT	Archie, MO	\$771,025	67%	100%	Michelle Bolden	600 NE Colbern Lees Summit, MO 64086	816-347-4143		June-18
2018	B,D,E,I,J,L,N,P,Z	Bridge	Cass Co Rte B	MODOT	Archie, MO	\$861,497	79%	100%	Michelle Bolden	600 NE Colbern Lees Summit, MO 64086	816-347-4143		July-18
2018	A,C,F,J,K,R,S,T,V,Z	Roadway	Allen County US 169	KDOT	Humboldt, KS	\$16,159,139	78%	55%	Darrin Petrowsky	1720 N State St Jola, KS 66749	620-365-2161		
2018	A,J	Roadway	NE 50th St-Brilton Rd	Oklahoma Turnpike Authority	Oklahoma City, Ok	\$11,924,066	90%	55%	Craig Seefeldt	3500 Martin Luther King Avenue Oklahoma City, OK 73111	405-425-3600		
2018	B,C,I,L,Z	Bridge	Lawrence Co Rte I-44	MODOT	Sarcoxie, MO	\$3,936,174	70%	97%	Greg Chapman, P.E.	2915 Doughboy Drive Joplin, MO 64804	417-621-6354		
2018	B,C,F,I,L,S	Roadway	Veterans Road Extension Ph2	City of Warrensburg	Warrensburg, MO	\$664,302	75%	100%	William Graves	102A S. Holden Warrensburg, MO 64093	660-262-4664	660-747-2349	September-18
2018	B,F,I,J	Water	Dodson Blue River Basin	Core of Engineers	Kansas City, MO	\$3,634,000	77%	50%	Chris Bolek-Lane Construction	90 Fieldstone Court Cheshire, CT 06410	815-846-4455		
2018	B,I,J,L,N,O,P	Roadway	Joplin Surface Project 4003	City of Joplin	Joplin, MO	\$2,104,309	91%	100%	Joe Rickman	5051 S. National Suite 7A Springfield, MO 65810	417-889-3400	417-889-3402	September-18



2018 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:

LAST UPDATED: 11-26-18 dw

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	SELF PERFORMED	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	COMPLETION DATE
2018	M,O,S,T	Roadway	MODOT R60 Barry Co	MODOT	Monett, MO	\$439,094	62%	95%	Kristi Bachman	3025 E. Kearney Springfield, MO 65801	417-829-8040	417-895-7652	
2017	M,O,S,T	Roadway	ODOT Call 410 Craig Co. Hwy 10	ODOT	Weich, OK	\$158,461	100%	35%	Jennifer Bultard	402 N. Mingo Valley Expressway Tulsa, OK 74116	918-638-9933	918-832-9074	July-18
2017	B,D,E,I,J,L,N,P,Z	Bridge	Andrew Co Rt 106	MODOT	St Joseph, MO	\$2,118,025	38%	100%	Gregory Stervino	4718 S. 169 Hwy St Joseph, MO 64503	816-387-2590		August-18
2017	B,D,E,I,J,L,N,P,Z	Bridge	Dekalb Co. Rt 36	MODOT	Osbourne, MO	\$2,008,344	76%	100%	Gregory Stervino	4718 S. 169 Hwy St Joseph, MO 64503	816-387-2590		August-18
2017	B,D,E,F,I,J,L,N,P,Z	Bridge	Taney Co Rt 76	MODOT	Bradleyville, MO	\$2,918,066	87%	95%	Johnny Teegardin, RE	251 SW Outer Road Branson, Mo 65616	417-335-5635		
2017	A,C,F,J,K	Roadway	Bethany MO 30th Street Extension	City of Bethany	Bethany, MO	\$1,292,492	97%	100%	Jonne Siemons	206 N. 16th St Bethany, MO 64424	660-425-3511		October-17
2017	A,C,D,E,F,I,J,K,P	Bridge	Warren Co Rt 1-70	MODOT	Warrenton, MO	\$8,812,837	78%	95%	Richard Domzalski, R.E.	111 Francis Drive Troy, MO 63379	573-406-6525		
2017	C,K	Roadway	Boone County Concrete Rehab'17	Boone County, MO	Columbia, MO	\$921,967	59%	100%	Keith Austin	801 E. Walnut Columbia, MO 65201	573-886-4490		September-17
2017	A,C,D,F,I,J,K,P	Br/St	Conley Rd TDD	Conley Road TDD	Columbia, MO	\$9,785,143	58%	100%	Robert Green	211 N. Stadium Blvd Suite 201 Columbia, MO 65203	573-449-8323		September-18
2017	A,C,J,J,K	Airport	Macon-Fower Airport	City of Macon, MO	Macon, MO	\$569,570	74%	100%	Vicky McEland	105 WEST BOURKE STREET P.O. Box 569 Macon, MO 63552	660-385-6421		October-17
2017	A,C,J,J,K	Airport	Sedalia Regional Airport Parking Apron	City of Sedalia, MO	Sedalia, MO	\$1,532,771	82%	100%	Eric Bowers	1900 East Boonville Road Sedalia, MO 65301	660-826-4128		August-18
2017	A,C,J,J,K	Airport	Columbia Regional Airport Taxiway C	City of Columbia, MO	Columbia, MO	\$2,543,452	74%	100%	Joe Moses	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591		November-17
2017	A,C,J,J,K	Airport	Maryville Kansas Airport	City of Maryville, KS	Maryville, KS	\$506,562	89%	100%	Jeremy Olson	Olsson Associates 601 P Street Suite 200 Lincoln, NE 68508	402-474-6311		June-18
2017	A,F,I,J,K	Roadway	Greene Co Rt 1-44	MODOT	Springfield, MO	\$1,810,799	77%	100%	Brad Gripka, P.E.	2549 North Mayfair Avenue Springfield, MO 65803	417-895-6720		August-18
2017	B,E,I,L,N	Bridge	Buchanan Co Rt DD	MODOT	Faucett, MO	\$2,482,190	62%	100%	Gregory Stervino	4718 S. 169 Hwy St Joseph, MO 64503	816-387-2590		July-18
2017	A,I,L,M	Roadway	Lafayette Co Rt 24	MODOT	Wellington, MO	\$1,752,718	84%	100%	Brian Iles	3000 Commercial Dr Suite 103 Higginsville, MO 64037	660-584-7757		September-17
2017	B,F,I,J,K	Roadway	Johnson Co Rt 50	MODOT	Blackwater, MO	\$1,332,652	74%	100%	Brian Iles	3000 Commercial Dr Suite 103 Higginsville, MO 64037	660-584-7757		August-17
2017	A,E,F,I,J,K	Br/St	Scott Co Rt 1-55	MODOT	Scott City, MO	\$15,943,608	68%	80%	Brian Holt, R.E.	198 State Hwy Y Jackson, MO 63755	573-243-0899		
2016	M,O,S,T	Asphalt	ODOT Call 210 Hwy 169 NowataCo	ODOT	Lenapah, OK	\$2,519,768	100%	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550	May-18
2016	B,E,I,L,N	Br/St	Lawrence Co Rt 1-44	MODOT	Mount Vernon, MO	\$2,805,124	71%	100%	Greg Chapman, P.E.	2915 Doughboy Drive Joplin, MO 64804	417-621-6354		June-17
2016	A,E,F,I,J,L,M	Br/St	Greene Co Rt 65	MODOT	Springfield, MO	\$15,553,908	76%	100%	Johnny Teegardin, RE	251 SW Outer Road Branson, Mo 65616	417-895-6720	417-895-6734	October-17
2016	B,E,I,L,N	Br/St	Saline Co Rt 1-70	MODOT	Sweet Springs, MO	\$4,714,929	71%	100%	Zach Walker, P.E.	1593 West Arrow Marshall, MO 65340	660-886-9733		November-17
2016	B,E,I,L,N	Br/St	Worth Co Rt 46 & 246	MODOT	Sheridan, MO	\$3,220,418	85%	100%	Larry Jacobson, R.E.	28320 250th Street Maryville, MO 64468	660-582-3300		August-17
2016	A,C,I,J,K	Airport	CRA Reconstruct Runway 13-31	City of Columbia	Columbia, MO	\$10,483,001	77%	100%	Joe Moses	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591		September-18
2016	A,C,I,J,K	Airport	Lee C. Fine Memorial Airport Taxiway A	City of Osage Beach, MO	Osage Beach, MO	\$2,042,786	78%	100%	Brian Hutset	Crawford, Murphy, Tivy One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723	June-17
2016	A,C,D,E,F,G,I,J,K,N,P,Q,R,S,T,V	Br/St	South Liberty Parkway	City of Liberty, MO	Liberty, MO	\$23,751,796	72%	90%	Steve Hansen, P.E.	101 E. Kansas St Liberty, MO 64068	816-439-4500	816-439-4513	
2016	A,C,I,J,K	Airport	Topeka Regional Airport	Metropolitan Topeka Airport Authority	Topeka, KS	\$17,972,650	67%	100%	Jay R. Freund, P.E.	16201 W. 95th Street Suite 200 Lenexa, KS 66219	913-754-5568		September-17
2016	A,C,I,J,K	Airport	Lee's Summit Airport Runway 18-36	City of Lee's Summit, Mo	Lee's Summit, Mo	\$8,894,934	70%	100%	Ty Sander	Crawford, Murphy, Tivy One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723	November-17
2016	A	Exc	CU CCR Clean-up	City Utilities Of Springfield	Springfield, MO	\$6,947,000	97%	100%	Ryan Turner	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656		December-17
2016	B,C,D,I,J,M,P	Airport	Rogers Municipal Airport Runway	City Of Rogers, Ar	Rogers, Ar	\$5,715,268	36%	100%	Ben Perea, P.E.	2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101	August-17
2016	B,E,I,J,L,P	Bridge	Riverview Ave Bridge Replacement	Unified Govt of Wyandotte Co KS	Kansas City, KS	\$4,949,175	58%	100%	David Clark, P.E.	701 North 7th Street Kansas City, KS 66101	913-573-5700	913-573-5727	August-17



2018 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:

LAST UPDATED: 11-26-18 dw

CONTRACT AWARDED	KDOT Type	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	SELF PERFORMED	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	COMPLETION DATE
2016	A,C,D,F,I,J,K,P	Street	Perry Co Rt AC	MODOT	Perryville, MO	\$3,022,122	73%	100%	Brian Holt	198 State Hwy Y Jackson, MO 63755	573-243-0899	573-243-6261	December-16
2016	M,O,Z	Asphalt	MODot Rte52 J7P3077 BatesCo	MODOT	Clinton, MO	\$2,203,516	96%	100%	Shannon Kellner P.E., R.E.	1057 E. Gains Drive, Clinton MO 64735	660-885-5665		October-16
2016	B,C,D,F,I,J,K,P	Utility	Neosho Energy 2	City of Neosho, MO	Neosho, MO	\$1,459,524	91%	100%	Paul Murray	404 East Nelson, PO Box 255 Neosho, MO 64701	660-813-7331		June-16
2016	M,O,Z	Asphalt	KDOT U166-106 KS 4241-01 pave	KDOT	Merose, KS	\$1,002,284	99%	100%	Tim Burton - E.I.T., KDOT	3097 W. Main Independence KS 67301	620-331-3760	620-331-7017	August-16
2016	M,O,Z	Asphalt	ODOT Ottawa Co SH-10	ODOT	Wyandotte, OK	\$860,192	100%	95%	Paradigm Construction	7146 S Braden Ave Ste 300 Tulsa, OK 74136	918-488-0060		
2016	B,F,I,J,L,N,O,P	Street	Kodiak Road Improvements	Neosho Special Road District	Neosho, MO	\$791,090	95%	100%	Larry Lane	500 Nelson Ave Neosho, MO 64850	417-437-4468		June-16
2016	B,F,I,J,K,O,P	Airport	Fort Scott Airport	City of Fort Scott, Ks	Fort Scott, KS	\$677,650	59%	100%	Matt Jacobs, P.E.	16105 W 113th Street Suite 107 Lenexa, KS 66219	816-945-5840		August-17
2016	B,E,N	Bridge	Dekalb Co Rt 36	MODOT	Chillicothe, MO	\$1,733,699	69%	100%	James Gillespie, RE	1303 Mitchell Ave Chillicothe, MO 64601	660-646-3218	660-646-6137	October-16
2016	M,O,Z	Asphalt	Neosho City St. overlays 2016	City of Neosho, MO	Neosho, MO	\$354,354	100%	100%	Ryan Long - PW Director	200 Nelson Ave. Neosho MO 64850	417-451-8071	417-451-8074	June-16
2016	M,O,Z	Asphalt	ODOT Call 280 Co Rd EW6 Bridge	ODOT	Miami, OK	\$284,673	100%	100%	Chris Rech - AM Cochran	20 Weaver St., Emporia KS 66801	620-342-4844		May-16
2016	B,F,I,J,K,O,P	Airport	Garden City Regional Airport Tauxane and ARFF	City of Garden City	Bernice, OK	\$186,046	70%	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550	September-16
2016	M,O,Z	Asphalt	KDOT US69 CherokeeCo/BxtrSprng	KDOT	Baxter Springs, KS	\$177,414	100%	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550	June-16
2016	M,O,Z	Asphalt	Lamar Asphalt paving overlay	City of Lamar, MO	Lamar, MO	\$175,704	100%	100%	Norman Schaput	City Hall - 1104 Broadway Lamar, MO	417-682-5554		June-16
2016	N,O,Z	Asphalt	MODot G07 Rte59 McDonald Co	MODOT	Noel, MO	\$85,246	100%	100%	Jim Comerford-P.M. Philips Hardy	5900F N. Tower Dr, Columbia MO 65202	573-447-8070	573-447-8074	June-16
2016	B,E,N	Bridge	Macon Co Rt T	MODOT	Macon, MO	\$480,262	82%	100%	Paul Gough	1711 Highway 61S Hannibal, MO 63401	573-248-2490	573-248-2467	October-16
2015	A,C,D,F,I,J,P	Utility	National Bio and Agro-Defense Facility	Federal Government	Manhattan, KS	\$18,699,449	90%	70%	Terri Watts	McCairny-Moranson 1980 Dension Ave Suite 200 Manhattan, KS 66502	785-370-0269		
2015	B,D,G,J,L,N,P,Q ,S,U	Bridge	Boone Co Rt I-70	MODOT	Columbia, MO	\$17,500,000	56%	100%	Travis Koestner	MODOT 4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769	September-16
2015	A,D,J,K,P,R,S,T ,V	Utility	Cass Co Rte I-49	MODOT	Lee Summit Mo	\$9,234,713	65%	100%	Jon Voss, RE	600 NE Colbern Road Lee's Summit, MO 64086	816-427-3625	816-437-3629	November-16
2015	A,C,D,G,J,K,L,S ,T,V	Street	Greene Co Rte 60	MODOT	Springfield, Mo	\$8,402,106	81%	100%	Brad Gripla, P.E.	MODOT Japan Project Office 2549 North Mayfair Ave. Springfield, MO 65803	417-629-3169		July-16
2015	A,C,D,F,G,I,J,K ,P,R,S,T,V	Br/St	Scott Blvd Phase 3	City Of Columbia	Columbia, Mo	\$8,184,711	81%	100%	Bob Riley	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	November-16
2015	A,F,J,P	Utility	Lee's Summit Airport	City Of Lee's Summit, Mo	Lee's Summit, Mo	\$6,983,398	79%	100%	Ty Sander	Crawford, Murphy, Taly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723	June-16
2015	B,J,N,P	Airport	Clinton Regional Airport	City of Clinton, MO	Clinton, MO	\$4,474,904	68%	100%	Mark Williams, P.E.	GARVER, LLC 5251 West 116th Place, Suite 200 Leawood, KS 66211	913-312-1182		August-16
2015	B,F,I,P,K,P	Airport	XNA Airport East Apron Expansion	Northwest Regional Airport Authority	Bentonville, AR	\$4,444,444	74%	100%	Matthew Thomason	1 Airport Blvd, Suite 100 Bentonville, AR 72712	479-205-1000		July-16
2015	B,C,D,F,I,J,K,P	Airport	CRA Reconstruct Runway 13-31	City of Columbia	Columbia, MO	\$4,376,336	77%	100%	Joe Moses	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591		November-15
2015	A,D,J,K,P,R,S,T ,V	Street	Oklahoma City Rt I-235	ODOT	Oklahoma City, Ok	\$3,196,504	61%	100%	Mike Patterson	ODOT 200 NE 21st Street Oklahoma City, OK 73105	405-522-8000		August-15
2015	B,J,N,P	Airport	Elton Hensley Memorial Airport	City Of Fulton, Mo	Fulton, MO	\$2,241,587	67%	100%	Tom Morris, P.E.	Crawford, Murphy, Taly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723	August-16
2015	B,F,I,J,L,N,O,P	Utility	Public Safety Training Facility	City of Joplin	Joplin, MO	\$2,134,535	73%	100%	Clayton Cristy P.E.	602 S Main Street Joplin, MO 64802	417-624-0820	417-625-4783	October-15
2015	A,C,F,J	Utility	John Twitty Energy Center Rail Loop	City Of Springfield, MO Utilities	Springfield, MO	\$1,797,434	96%	100%	Mark Haden	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656		March-16
2015	F,I,J	Utility	Whiteman AFB Drainage Improvement	Federal Government	Knob Knoster, MO	\$1,469,558	100%	100%	Bob Crumb	RESERCK Construction 96 SE 501 Rd Warrensburg, MO 64093	660-429-0100	660-429-0181	April-16

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

JUSTIN GAY, being first duly sworn, deposes and

says that he is ASSISTANT VICE PRESIDENT
(Title of Person Signing)

of EMERY SAPP & SONS, Inc.
(Name of Bidder)

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

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

By [Signature]
By _____
By _____

Sworn to before me this 14 day of February, 2019

[Signature]
Notary Public

My Commission Expires July 30, 2020



STACEY WISE
My Commission Expires
July 30, 2020
Boone County
Commission #12407211

SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () LLC
(X) corporation, incorporated under laws of the state of MISSOURI
() other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

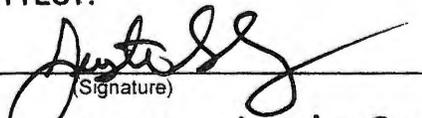
(If using a fictitious name, show this
name above in addition to legal names)

Address of principal place of
business in Missouri

EMERY SAPP & SONS, INC.
(If a corporation - show its name above)

2301 I-70 DRIVE NW, COLUMBIA, MD
Address of principal place of
business in Missouri

ATTEST:


(Signature)
JUSTIN KAY ASST. VICE PRESIDENT
(Print Name and Title)

Dated FEB. 14, 2019.

NOTE:

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

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

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

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

EMERY SAPP & SONS, INC.
00410437

was created under the laws of this State on the 21st day of April, 1995, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 31st day of July, 2018.


Secretary of State



Certification Number: CERT-07312018-0053

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of BOONE

On this 14 day of FEBRUARY, 20 19

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

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

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

(if a corporation) that he is the ASSISTANT VICE PRESIDENT
President or other agent

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

Witness my hand and seal at Columbia, MO the day and year first above written.

(SEAL) Stacey Wise Notary Public

My Commission expires July 30, 20 20



STACEY WISE
My Commission Expires
July 30, 2020
Boone County
Commission #12407211

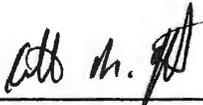


AUTHORITY TO SIGN

I, Keith M. Bennett, certify that I am the Secretary of Emery Sapp & Sons, Inc., a corporation organized in the State of Missouri; and that Justin Gay who signed the attached document on behalf of Emery Sapp & Sons, Inc. is the Assistant Vice President of the corporation; and said document was duly signed for and on behalf of the corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the corporation this 3rd day of January, 2019.

Corporate Seal

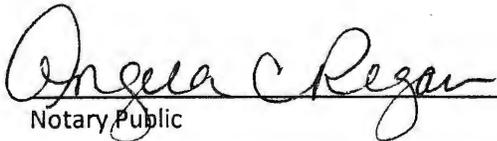


Corporate Secretary, Keith M. Bennett

NOTARIZATION

STATE OF MISSOURI
COUNTY OF BOONE

The foregoing was acknowledged before me this 3 day of January, 2019.



Notary Public

My Commission Expires: March 4 2022





BOONE COUNTY, MISSOURI
Request for Bid #: 07-14FEB19-Street Rehab-2019 EI
Chaparral Subdivision

ADDENDUM #1 - Issued February 8, 2019

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

Specifications and Plans for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Special Provision 201 states all asphalt mixes shall have a max of 20% Recycled Asphalt Pavement (RAP) in the mix. Mix designs for the Bituminous Base may contain RAP not to exceed 35%. Mix designs for BP-2 Surface may contain RAP not to exceed 20%. All mixes shall be MoDOT approved and be in compliance with Section 401 of the MoDOT Standard Specifications for Highway Construction.

2. Question: Will the County consider WINFAB 600 HTM geotextile an approved equal for the EI Chaparral rehab?

Answer: Yes, WINFAB 600 HTM shall be considered an approved equal.

3. Question: How shall the Sweet Gum tree and Redbud tree be handled near the proposed Alamos Stormwater (Note 2, Sheet 5)?

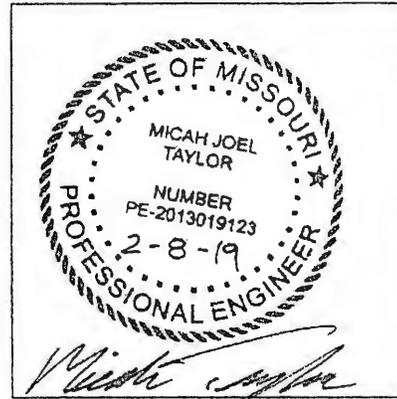
Answer: Property owner requested these trees not be removed. The County informed the property owner that trimming may be needed to facilitate construction. Property owner understood and was agreeable to trimming. Property owner was also warned that trees may succumb to root damage from excavation as part of the project. Property owner stated he understood the risk and would not hold the County liable in that case. However, the contractor shall coordinate with property owner prior to any trimming or work taking place on or near these trees.

By:

[Signature]
Robert Wilson, Buyer
Boone County Purchasing

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

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



OFFEROR has examined copy of Addendum #1 to Request for Bid # 07-14FEB19-Street Rehab 2019 El Chaparral Subdivision, receipt of which is hereby acknowledged:

Company Name: EMERY SAPP & SONS, INC.

Address: 2301 I-70 DONE NW
COLUMBIA, MO 65202

Phone Number: 573-445-8331 Fax Number: 573-446-4805

Authorized Representative Signature: [Signature] Date: 2/14/19

Authorized Representative Printed Name: JUSTIN GAY



BID BOND

Conforms with The American Institute of Architects,
A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Emery Sapp & Sons, Inc.

2301 I-70 Drive NW, Columbia, MO 65202

_____ as Principal, hereinafter called
the Principal, and Liberty Mutual Insurance Company, of Boston, MA,
a corporation duly organized under the laws of the State of MA, as Surety, hereinafter called the Surety, are held and
firmly bound unto County of Boone, Missouri, 613 East Ash Street, Room 111, 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 Street Rehab 2019 - El Chaparral Subdivision

Bid Number: 07-14FEB19

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 14th day of February, 2019.

Emery Sapp & Sons, Inc. (Seal)
Principal

Angela C. Regan
Witness

[Signature]
Asst. Secretary
Title

Stephen P. Wilson
Witness

Liberty Mutual Insurance Company
By Allison Madrid
Allison Madrid, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198110

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrop

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

4/1/2019

DATE (MM/DD/YYYY)
2/28/2019

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Old Republic General Ins Corporation		24139
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED EMERY SAPP & SONS, INC.
1327113 2301 I-70 DRIVE NW
COLUMBIA MO 65202

COVERAGES * CERTIFICATE NUMBER: 15921930 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 PD & BI DED. <input checked="" type="checkbox"/> PRODUCTS-COMP/OP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	A7CG97541808	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS90	Y	N	A7CA97541808	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	N	ZUP81M9623818NF	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A7CW97541808	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> CONTRACTORS EQUIPMENT (INCLUDES LEASED/RENTED)	N	N	QT6304299B952TIL18	4/1/2018	4/1/2019	\$1,000,000 LIMIT, \$10,000 DEDUCTIBLE.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: BID #07-14FEB19, 2019 STREET REHAB - EL CHAPARRAL SUBDIVISION, COUNTY OF BOONE, MISSOURI IS NAMED AS ADDITIONAL INSURED INCLUDING PRODUCTS & COMPLETED OPERATIONS ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

<p>15921930</p> <p>COUNTY OF BOONE, MISSOURI C/O PURCHASING DEPARTMENT 613 E ASH STREET COLUMBIA MO 65201</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>[Signature]</i></p>
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5515B1S1008



STREET REHAB - 2019 EL CHAPARRAL SUBDIVISION

Project Number: NA

Bid Number: 07-14FEB19

CONSTRUCTION BID REQUEST

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

BOONE COUNTY COMMISSION

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

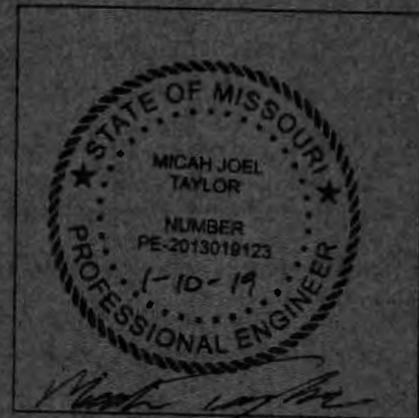
ENGINEER OF RECORD

BOONE COUNTY RESOURCE MANAGEMENT

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

*PROJECT MANAGER

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



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

BOONE COUNTY PURCHASING

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

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

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

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Bidder's Acknowledgement.....	8.1
Insurance Requirements	9.1- 9.2
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*Sample Labor and Material Payment Bond.....	13.1-13.2
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State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions	APPENDIX B
Project Plans and/or Details	APPENDIX C
Soil Report.....	APPENDIX D

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

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NOTICE TO BIDDERS

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

Project Name:

STREET REHAB - 2019
EL CHAPARRAL SUBDIVISION

Project Number:

NA

Bid Number:

07-14FEB19

Scope of Project Construction:

Rehab existing concrete streets (El Centro Ct., Alamos Pl., El Chaparral Ave., El Dorado Dr., Sonora Dr., Sonora Ct., Mesa Dr., Reynosa Dr., Pecos Ave., Victoria Ave., Victoria Ct., & Santa Anna Dr.) by removing and replacing sections of curb and gutter, removing existing concrete pavement, remove and prepare subgrade, install geotextile, install aggregate base, and install full depth asphalt pavement. Additional work includes installation of stormwater inlets and pipes, traffict control, erosion control, crack sealing, and restoration.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **Tuesday, January 22, 2019 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on Thursday, February 7, 2019. Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **12:45 p.m. on Thursday, February 14, 2019** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on Thursday, February 14, 2019** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

Contractor shall submit Working Days on Bid Form, not to exceed 260 Working Days

Liquidated Damages:

\$1,500.00 per Working Day

Anticipated Notice To Proceed Date:

Early start date shall be April 15, 2019 and late start date shall be May 13, 2019. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required

Plans and Specifications Available From:

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

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

Boone County Roadway Regulations Chapter II:

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

MoDOT Standard Specifications:

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

MUTCD:

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

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BID FORM
STREET REHAB - 2019 - EL CHAPARRAL SUBDIVISION

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL/PHASING	1	LS	\$	\$
INLET PROTECTION/EROSION CONTROL	1	LS	\$	\$
MATERIAL TESTING	1	LS	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	1	LS	\$	\$
REMOVAL, STORMWATER	1	LS	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	53129	SY	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
CLEARING & GRUBBING	1	LS	\$	\$
ROCK EXCAVATION	50	CY	\$	\$
3'x2' TYPE A INLET	2	EA	\$	\$
4'x4.5' MODIFIED TYPE M INLET	2	EA	\$	\$
5'x4.5' MODIFIED TYPE M INLET	2	EA	\$	\$
5'x4' TYPE M INLET	1	EA	\$	\$
6'x4' TYPE M INLET	1	EA	\$	\$
4'x4' JUNCTION BOX	4	EA	\$	\$
15" DIA. STORMWATER PIPE	107	LF	\$	\$
15" DIA. RCP, CLASS III	26	LF	\$	\$
18" DIA. STORMWATER PIPE	202	LF	\$	\$
18" DIA. RCP, CLASS III	62	LF	\$	\$
21" DIA. RCP, CLASS IV	33	LF	\$	\$
21" DIA. ULTRA RIB PVC PIPE	30	LF	\$	\$
24" DIA. RCP, CLASS III	13	LF	\$	\$
ALUMINIZED METAL END SECTION	1	EA	\$	\$
ROCK BLANKET WITH FILTER FABRIC	40	CY	\$	\$
CULVERT CONNECTION	1	LS	\$	\$
DOWNSPOUT RECONNECTION	1	LS	\$	\$
SANITARY SEWER LATERAL REPAIR	1	LS	\$	\$
PAVEMENT PATCHING	237	SY	\$	\$
GRATED INLET REPAIR	1	LS	\$	\$
CONCRETE STORMWATER FLUME	1	LS	\$	\$
MANHOLE CONCRETE COLLAR	10	EA	\$	\$
CONCRETE ISLAND	1	LS	\$	\$
CURB & GUTTER, REMOVE & REPLACE	2346	SY	\$	\$
DRIVEWAY, REMOVE AND REPAIR	700	SY	\$	\$
EXCAVATION & GRADING	14903	CY	\$	\$
HIGH STRENGTH WOVEN GEOTEXTILE	53129	SY	\$	\$
1 1/2" MINUS AGGREGATE BASE, 8" THICK	53129	SY	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	18264	TON	\$	\$
BITUMINOUS BASE COURSE, 7" THICK	861	TON	\$	\$

**BID FORM
STREET REHAB - 2019 - EL CHAPARRAL SUBDIVISION**

Description	Qty.	Unit	Unit Price	Total
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	108228	SY	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	4215	TON	\$	\$
ASPHALT SURFACE COURSE, BP-2, 2" THICK	246	TON	\$	\$
CRACK SEALING	1	LS	\$	\$
PAVEMENT MARKINGS, 4" WIDE SINGLE WHITE	80	LF	\$	\$
PAVEMENT MARKINGS, 4" WIDE DOUBLE YELLOW	36	LF	\$	\$
PAVEMENT MARKINGS, 24" WIDE WHITE STOP BAR	25	LF	\$	\$
PAVEMENT MARKINGS, WHITE LEFT TURN ARROW	1	EA	\$	\$
PAVEMENT MARKINGS, WHITE RIGHT TURN ARROW	1	EA	\$	\$
RESTORATION WITH EROSION CONTROL BLANKET	1153	SY		
RESTORATION WITH STRAW MULCH	1	LS	\$	\$
Bid Total				\$
Bid Working Days			Working Days	
Bid Value = Bid Total + (Bid Working Days * \$1,500)				\$

Optional Asphalt Cement Price Index (Circle One)

Accept

Do Not Accept

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

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged): In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-mail Address below, the Contact and E-mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

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

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

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INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email Address: _____

Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

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STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

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SIGNATURE AND IDENTITY OF BIDDER

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

- sole individual partnership LLC
- corporation, incorporated under laws of the state of _____
- other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

_____	_____
_____	_____
_____	_____

doing business under the name of:

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

Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:

(Signature)

Dated _____, 20__.

(Print Name and Title)

NOTE:

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

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

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

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BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

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INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

Certificate Holder address:

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

CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

- (1) Progress payments will be made to the contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the contractor the amount due, less a retainage within thirty days following the latter of the following:
 - a. The date of delivery of materials or construction services purchased;
 - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
 - c. In those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County;

- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.
- (3) If, in the discretion of the County and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.
- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the County contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all

payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

- (8) Final Payment: The County will make final payment of all moneys owed to the contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:
- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
 - b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
 - c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Maintenance Requirements

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control. During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the The County of Boone, Missouri (hereinafter referred to as the County), and _____

(hereinafter referred to as the Contractor). _____

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

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

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

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

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

The County agrees to pay the Contractor in the amount of

\$ _____

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

DATE OF AGREEMENT:

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

(Date)

County:
THE COUNTY OF BOONE, MISSOURI

ATTEST:

By: _____
Presiding Commissioner

County Clerk

CONTRACTOR:

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

Secretary

Title: _____

Approved as to Legal Form:

County Counselor

Certification

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

Auditor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____
Phone Number: _____
Address: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

_____ Dollars,

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

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

Project Name: _____

Project No.: _____

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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

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

_____, on this _____ day of _____, 20 _____

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

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AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

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**BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By

(Signature)

(Title)

State of _____

County of _____ ss.

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

Notary Public

(SEAL)

My Commission expires _____, 20_____

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GENERAL SPECIFICATIONS

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

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

SECTION 1. - DEFINITIONS

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

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

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

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

SECTION 5 - CONTROL OF WORK

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

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

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

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

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

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

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

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

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

9.13. Release of Retained Percentages:

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

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

b. Written consent of the surety to such payment;

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

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

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

SECTION 10 - MATERIAL AND WORKMANSHIP

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

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

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

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

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

a. In the Owner's office:

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

b. On the Project:

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

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

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

SECTION 12 - SPECIFICATIONS AND PLANS

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

SECTION 13 - PROTECTION OF WORK

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

SECTION 14 - OVERHEAD LINE PROTECTION

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

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

SECTION 15 - OSHA Program Requirements

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

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

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

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 17 - INTERFERENCE

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

SECTION 18 - METHOD OF PAYMENT

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

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TECHNICAL SPECIFICATIONS

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

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

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SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

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

1.2 RELATED DOCUMENTS

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

1.3 CONTRACTOR USE OF PREMISES

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

1.4 COORDINATION

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

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

1.5 MEASUREMENT AND PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS**PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

1.2 SUBMITTAL PROCEDURES

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

1.3 CONSTRUCTION PROGRESS SCHEDULE

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

1.4 PROPOSED PRODUCT LIST

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

1.5 SHOP PLANS

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

1.6 PRODUCT DATA

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

1.7 MANUFACTURER'S INSTRUCTIONS

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

1.8 MANUFACTURER'S CERTIFICATIONS

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

1.9 SUBMITTAL

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

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

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

1.4 INSPECTION AND TESTING SERVICES

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 BARRIERS

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

1.3 WATER CONTROL

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

1.4 ACCESS ROADS

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

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 MAINTENANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 GENERAL

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

END OF SECTION

SECTION 01570 – EROSION CONTROL**PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS**2.1 TEMPORARY BERMS**

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

2.2 TEMPORARY SLOPE DRAINS

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

2.3 TEMPORARY DITCH CHECKS

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

2.4 SEDIMENT BASINS

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

2.5 TEMPORARY SILT FENCE

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

2.6 TEMPORARY PIPE

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

2.7 TEMPORARY SEEDING AND MULCHING

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

2.8 EROSION CONTROL BLANKETS

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

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

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

3.2 TEMPORARY SLOPE DRAINS

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

3.3 TEMPORARY DITCH CHECKS

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

3.4 SEDIMENT BASINS

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

3.5 TEMPORARY SILT FENCE

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

3.6 TEMPORARY PIPE

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

3.7 TEMPORARY SEEDING AND MULCHING

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

3.8 EROSION CONTROL BLANKET INSTALLATION

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

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PERFORMANCE-BASED SPECIFICATION

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

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

2.2 LIME

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

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P₂O₅) and soluble potash (K₂O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

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

2.5 TYPE 1 MULCH

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

2.6 TYPE 3 MULCH

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

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

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

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

3.2 LIME

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

3.3 FERTILIZER

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

3.4 SEEDING

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

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

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

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PRODUCT DESCRIPTION

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

1.3 TRANSPORTATION AND HANDLING

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

1.4 STORAGE AND PROTECTION

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PRE-FINAL INSPECTION

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

1.3 FINAL INSPECTION

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

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

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

3.2 CONSTRUCTION LIMITS

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

3.3 EXISTING SIGNAGE

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

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

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

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT**PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

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

1.2 SITE COMPACTION TESTING

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 GENERAL

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

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or 6" x 12" Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for 6" x 12" Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required nonwoven geotextile fabric shall be AMOCO 4553, Propex GEOTEX 801, or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

Except:

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

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat is required for all Bituminous Base course laid on aggregate base rock unless the Bituminous Base Course lift thickness is greater than or equal to 3-3/4" and the aggregate base rock is wetted prior to the Bituminous Base course installation. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

1.3 QUALITY CONTROL

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Placement of Portland cement concrete pavement shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.2 INSTALLATION

- A. Placement of concrete curb and gutter shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Placement of concrete driveway shall comply with **Section 237 of the Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

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SPECIAL PROVISIONS

General

1. All construction shall conform to the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri unless noted otherwise.
2. Construction activities associated with this project shall comply with current OSHA regulations and required safety measures
3. Any lot lines, building setback lines and easement lines are shown for general information purposes only. Refer to the recorded plats for detailed dimensions and information.
4. Contractor shall maintain all construction operations within public easements and rights-of-way. Any agreements with property owners shall be in writing, a copy of which shall be delivered to a Boone County representative.
5. Contractor shall protect permanent survey monuments. Survey monuments removed or damaged during construction shall be restored at the Contractor's expense by a licensed surveyor registered in the State of Missouri.
6. Contractor shall keep a clean and orderly work site. Trash including, but not limited to, aluminum cans, plastic bottles, food wrappers, & odd pieces of construction material shall be collected daily and disposed of properly offsite. Trash shall not be thrown into excavated areas of the project and buried at any time.
7. Exploratory soil borings were done in the project area. Results of these borings can be found in Appendix D.

Project Bidding

8. Along with Total Bid Price, bidders shall also submit their own contract Working Days for the project, not to exceed **260 Working Days**. To equally assess the different costs and timelines, the County will establish a Bid Value for each bid. This Bid Value will be calculated as follows:

Bid Value = Total Bid Price + [Working Days Submitted x \$1,500]

Example:

Total Bid Price = \$5,000,000

Working Days = 235 Days

Bid Value = \$5,000,000 + [235 x \$1,500] → \$5,000,000 + \$352,500 = **\$5,352,500**

9. The County will be using the Bid Value to evaluate the bids, along with bidder's qualifications and experience as stated in Section 3.1-Instructions to Bidders.
10. The Contract time shall be the amount of Working Days submitted by the winning bidder. The project cost shall be the Bid Price submitted by the winning bidder.
11. Liquidated Damages will be assessed at \$1,500.00 per Working Day. Liquidated Damages shall apply to all Working Days past the contract Working Days amount for which the project remains incomplete. The County will strongly enforce the definition of a Working Day per Section 108.7.2 of the Missouri Dept. of Transportation Standard Specifications for Highway Construction.

Project Timing

12. The Contractor shall coordinate with the County to set up a date for a Pre-Construction meeting. The meeting shall be held a minimum of 10 business days prior to the anticipated start date of construction. Ample time is needed for the County to issue press releases and postcards to homeowners. Notice to Proceed will be issued at the Pre-Construction meeting if all requirements for approvals are met.

13. Project timing restrictions and allowances are summarized in the following table:

Date	Construction Activities Allowed
On or around April 15, 2019 (NTP) – May 13, 2019	Stormwater work, curb & gutter sawcutting & repair. No road rehab work allowed
May 13, 2019 – November 1, 2019	All work allowed
November 1, 2019 – May 18, 2020	No work allowed
May 18, 2020 – November 1, 2020	All work allowed
November 1, 2020 – May 17, 2021	No work allowed
May 17, 2021-November 1, 2021	All work allowed

14. Project start date will be at the discretion of the Contractor with the stipulation that an early start date will be April 15, 2019 and a late start date will be May 13, 2019.
15. From previous table, only certain construction activities will be allowed during April 15 – May 13, 2019. Those activities include stormwater work, sewer lateral work, and curb & gutter sawcutting, removal, and replacement. No major road removal operation shall take place during this time.
16. Work shall cease on November 1, 2019 for the winter season. By this date all new road construction shall be taken to a complete, neat, and logical conclusion. All anticipated paving operations shall be finished. No exposed base rock/subgrade area should be left open. Working Days will not be counted during winter shutdown since no work shall be under construction.
17. If curb and gutter repair is kept ahead of paving operations and November 1, 2019 is approaching temporary pavement patching shall be installed in front of repair sections. Patches shall be per "Medium Term" or "Long Term" Pavement Patch Details. All temporary patches shall be completed by November 1, 2019. The Contractor shall be responsible for maintaining all temporary patches as per Details. Snow removal will not be required by the Contractor.
18. Work shall not occur between November 1, 2019 and May 18, 2020 or November 1, 2020 and May 17, 2021 without prior written approval from the County. Working Days will be counted if approval is given and construction begins prior to May 18, 2020 or May 17, 2021.
19. Work will recommence in the spring of 2020 with an early start date of May 18, 2020 and a late start date of June 8, 2020. The Contractor shall notify the County and residents a minimum of 10 business days prior to construction restarting.
20. It is the desire of the County to have the project completed by November 1, 2020. However, the Contractor will be allowed to work into the 2021 construction season if delays, such as weather, have prevented progress and the usage of available working days.

Project Phasing & Traffic Control

21. The Contractor shall submit to the County, as soon as practical and prior to the Pre-Construction meeting, a Phasing/Traffic Control Plan. The plan shall reflect achievable goals given Contractor's means, abilities, and timeline. Plan shall follow the current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) for temporary traffic control operations. The Contractor shall be responsible for supplying all equipment, material, and labor necessary to implement the Phasing/Traffic Control Plan. The Contractor may reference the work zones represented on the Phasing Sheet in the Plans to better communicate his Phasing Plan.
22. The Phasing plan shall be detailed in nature. Plan shall include a timeline and location of all major construction operations (i.e. sawcutting, curb and gutter repair, pavement removal, base installation, and paving phases). Phasing Plan shall also include information on parking areas which may be utilized by residents during the different construction phases.
23. During construction the Phasing/Traffic Control Plan shall be kept up to date on a weekly basis at minimum. The Contractor shall be responsible for communicating to the homeowners and the County any changes to the Plan.
24. The Contractor shall appoint one of their crew members as a Homeowner Liaison. The Liaison shall be responsible for communicating the Traffic Control/Phasing Plan, and any changes, to

- residents. This may include, but is not limited to, communicating locations of construction and areas available for parking on a day-to-day basis. Contact information for the Liaison shall be given out to the residents. The Liaison shall give residents a minimum of 24 hours notice prior to being directly affected by construction.
25. It is strongly encouraged the Contractor create an online presence for communicating progress to residents during construction. Online presence may be a website or social media. Members of the El Chaparral Neighborhood Association may also provide assistance in communication.
 26. The County will, at the Contractor's request, provide and install signs along the back of curb which read, "No Parking Mon.-Fri, 7 am-6 pm." These signs will aide in prevention of parked cars in the work zones and allow the County the authority to tow violators.
 27. Construction activities shall only occur **Monday-Friday, 7:00 a.m.-6:00 p.m.** Construction outside this timeframe shall only occur if the County has given prior written approval. Night work will only be allowed near the intersection of Hwy WW and El Chaparral Ave. due to MoDOT lane closure restrictions on Hwy WW. The Homeowner Liaison shall be responsible for alerting residents of any inconsistent scheduling.
 28. Construction shall begin at the southern point of the subdivision and proceed north out the subdivision. Phasing shall be such that continual heavy construction traffic on the constructed layers (aggregate base, 1st lift, 2nd lift, and final lift of asphalt) is kept to a minimum.
 29. Since Rosetta Ave. will not be part of the rehab project, construction traffic shall refrain from using Rosetta Ave. until construction has reached Santa Anna and/or El Chaparral Ave. north of Santa Anna.
 30. The project shall progress in a manner as to minimize disruptions, displacements, and provide a level of access for property owners outside of working hours. This can be accomplished by moving construction activities in a train and only removing the amount of existing street as can be restored to a drivable surface in a given working day. A drivable surface shall be the finished aggregate base course or any installed asphalt lifts. Compacted subgrade will not be considered a drivable surface.
 31. An acceptable level of access will be the homeowner's ability to park on the street in front of or near their home. This may be most problematic if curb and gutter repair is kept well ahead of road rehab work. The gap between proposed curb and gutter and existing street pavement created for a face form (see Curb & Gutter Special Provision) may need to be temporarily filled or covered with plates in order to maintain access or parking. At a minimum these gaps shall be coned and/or taped off. All costs associated with filling or coning off the gaps shall be included in the Phasing/Traffic Control bid item.
 32. The Contractor shall have in place, by the end of each working day, a minimum of one location in which access from the existing street to the drivable surface is available. Means, methods, and materials of the access will be at the discretion of the Contractor. The Contractor may have areas of road closures where construction operations have ceased for the day and are not available for travel. These areas shall be protected by appropriate signage and Type III barricades. Signage for any detours to get around these closed areas shall also be in place. All costs associated with this work shall be included in the Phasing/Traffic Control bid item.
 33. Once the drivable surface is in place, constructing temporary ramps into individual driveways will not be a requirement and shall be done at the Contractor's discretion. If Contractor does install ramps, all costs shall be included in Phasing/Traffic Control bid item.
 34. A maximum of **10 working days** will be allowed to pass prior to the drivable surface receiving the first asphalt lift. The Contractor shall be responsible for maintaining the drivable surface until the first lift of asphalt is in place.
 35. A minimum of one lane shall remain open at all times while work is taking place on El Chaparral Ave between El Dorado Dr. and Sonora Dr. The Contractor shall submit a detailed Traffic Control plan of this area. All signage, delineators, and flaggers shall be clearly marked on the plan.
 36. The project includes work to be done in MoDOT right-of-way, requiring a permit from MoDOT. The County will acquire the MoDOT permit and the Contractor shall be responsible for signing and submitting permit to MoDOT for final sign-off. A requirement of the permit will be a detailed traffic control plan for all work taking place in MoDOT right-of-way and/or a traffic control plan for all work taking place which will require traffic control devices being placed in MoDOT right-of-

way. These traffic control plans shall be detailed and follow the guidelines of the MUTCD. Due to traffic volume, the Contractor shall be limited in allowed one-lane closure times on Hwy WW. One-lane closure times shall only be allowed **Monday-Friday, 9:00 am – 2:00 pm** or **Monday-Friday, 6:00 pm – 6:00 am**. One-lane closures shall not occur on federal holidays. Full closure of Hwy WW shall not occur at any time.

37. Traffic access shall be maintained at all times to Casey's General Store, as well as all businesses in the adjacent strip mall. The Contractor shall submit a detailed Traffic Control plan of this area. All signage, delineators, barricades, and detours shall be clearly marked. Connections exist between the parking lots of Casey's and the strip mall. Currently these connections are obstructed with large concrete barriers. The County has received permission from the owners for the Contractor to move the barriers during construction. Once full access has been restored, Contractor shall move barriers back to their original location.
38. Mail service shall not be interrupted, and Contractor shall notify the USPS and all owners/tenants of any alternate arrangements. If a residence is inaccessible, the Contractor shall provide temporary mail boxes or gang boxes to receive mail. All boxes shall be fully enclosed with a door and be clearly labeled with the street name and address number that they represent, with one residence per box. Contractor shall coordinate the schedule and locations of temporary mailboxes with the USPS and property owners. Any associated costs shall be included in Traffic Control.
39. Concrete curb and gutter repairs shall not be opened to traffic until concrete has reached 75% strength (3,000 psi). Curb and gutter sections may be opened to traffic prior to crack sealing if cracks are cleaned per Crack Sealing Special Provision prior to placing sealing material.
40. Traffic Control shall include all equipment, labor, and material needed to develop and execute a Traffic Control & Phasing Plan. This shall include, but is not limited to, all signage, barricades, delineators, and temporary ramps. Bid item shall also include all labor, equipment, and material needed to maintain temporary access for homeowners at the Contractor's discretion. This shall include, but is not limited to, postcards or door hangers, and time for a Homeowner Liaison. Traffic Control will not be measured and shall be paid at the contract Lump Sum bid price.

Utility Coordination

41. Any utilities shown in the plans approximately reflect a visual inspection of the site and are for informational purposes only.
42. The Contractor shall be responsible for making utility locate requests prior to any construction activities.
43. The County has coordinated with all utility companies for this project to have all underground road crossings at a minimum depth of 24" from existing surface grade. All utilities have verbally committed to conclude any relocation work prior to construction. However, it is still the responsibility of the Contractor to take all necessary precautions when excavating near marked utilities.
44. If a utility conflict does arise during construction or is called out on the Plans, the Contractor shall be responsible for alerting the utility provider and coordinating with them to resolve the conflict. Contact information for the utilities can be found on the Plans Cover Sheet.

Inlet Protection/Erosion Control

45. Contractor shall be responsible for no sediment leaving the project sites.
46. Contractor shall provide, install, and maintain inlet protection and other devices to ensure sediment does not enter existing stormwater systems. All costs associated with these items shall be included in the Erosion Control bid item. The Contractor may install additional erosion control measures not specified on the Plans, with all costs for additional items being included in the bid item.
47. Erosion Control measures shall be checked after each significant rain event. All built up material in front of the erosion control measures shall be collected and properly disposed off site.
48. Included in Erosion Control shall be the sweeping or cleaning up of all mud/dirt in the project area or mud/dirt tracked onto adjacent streets as a result of construction. This shall also include

concrete dust from saw cutting operations. Clean up efforts shall take place daily or as needed under the direction of a County representative.

49. The washing out of concrete trucks shall take place at the concrete plant or at a wash out pit location on site. No wash water shall enter a stormwater inlet or drainage channel.
50. Contractor shall be responsible for the prevention and removal of any standing water at the project sites. This includes water created from rain events and/or discharge water from residential sump pumps. Methods of preventing or removing standing water may be discussed for approval at the Pre-Construction meeting. All costs associated with removal of standing water shall be included in the Erosion Control bid item. Any damage done because of standing water shall be the Contractor's responsibility to fix.

Materials Testing

51. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be included in the contract Lump Sum price for Materials Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the County of all tests conducted.
52. All Portland cement concrete shall be tested for slump, air entrainment, temperature, and compressive strength. Slump, Air, and temperature shall be tested on the first 3 loads of concrete per day. Sampling procedures shall follow AASHTO T141. Slump test shall be in accordance with AASHTO T119, and Air Entrainment shall be tested in accordance with AASHTO T152. Acceptable loads shall be within $\pm 1\%$ of the mix design air content and ± 1 inch of the mix design slump. Once three consecutive loads have been accepted, only loads specified by Boone County Resource Management as questionable must be tested. One additional load must be tested if batching operations shutdown for more than 1 hour. If batching operations are continuous for the day, 1 additional test shall be taken in the afternoon. Compressive strength testing, in accordance with ASTM C1231 and T22, shall be conducted. Concrete test cylinders shall be cast and tested in accordance with ASTM C 31 and C 39. The Contractor shall make three (3) cylinders for each 100 s.y. of curb and gutter or make three (3) cylinders per day's pour if less than 100 s.y. will be poured in a day. All cylinders shall be cured under the same conditions as the job concrete and shall be identified at the time cast as to which pour is represented. Contractor shall ship or deliver three (3) cylinders to the laboratory on the fourth day, one of which is to be tested on the seventh day, the others are to be laboratory cured and tested on the twenty-eighth day. If for any reason the strength of concrete is required before or after the seven (7) day break, the extra cylinder shall be used for this purpose. The Contractor shall furnish the County a copy of the test reports for concrete test cylinders within 24 hours of breaking of the cylinders. Unsatisfactory tests of cylinders shall make the concrete concerned subject to rejection, with consequent removal and replacement by the Contractor at his expense.
53. All asphalt pavement shall be placed and compacted to 92% of the max density as specified in the Job Mix Formula. Density tests, using a nuclear gauge in accordance with ASTM D 2950-74, shall be conducted on each lift of asphalt pavement. Minimum testing frequency shall be one reading per lane, per lift, per 200 feet. If density readings fall below 89% or above 97%, work shall be stopped immediately and will not resume until a solution is found and the Contractor can meet the specified densities.

Removal, Curbside Obstructions, Replacement Included

54. Bid item shall include all labor, equipment, and material needed to remove, stockpile, and restore as needed any roadside obstructions to construction. These obstructions may include, but are not limited to, mailboxes, signage, tree limbs, and landscaped areas.
55. Mailboxes and roadway signage shall be restored per Boone County and US Postal Service standards. Any mailbox or roadway sign damaged by the contractor's negligence shall be replaced per Boone County standards at the Contractor's expense. If existing material condition prohibit the reinstallation of mailboxes/signs, new mailboxes/signs shall be installed using new and similar materials. It is the Contractor's responsibility to inspect the site and to include any additional costs in the bid item.

56. Restoration of landscaped areas shall be done using like materials as existing unless directed otherwise by the County or property owner. This may include, but is not limited to, landscape blocks, bricks, pavers, wood mulch, and rock mulch. Restoration of individual flowers, plants, or bushes will not be required. The Contractor shall be responsible to notify property owners of any plants which are obstructions to construction prior to their disturbance. Property owners shall be given the opportunity to save or transplant valued plants.
57. Bid item shall include the trimming of any trees or bushes which may hinder or be damaged during construction activities. Trimming shall be taken to a logical point, not to extend past the right-of-way. Trimming shall be done in a clean manner. The Contractor shall notify property owners of trimming activities prior to trimming taking place.
58. Bid item shall include all work to remove and replace the concrete island signage and stop sign near the intersection of El Chaparral Ave. and Hwy WW. This shall include all posts, hardware, breakaway device, coring, and grout necessary to install signs as detailed in the Plans.
59. Removal, Curbside Obstructions will not be measured and shall be paid for at the contract Lump Sum bid price.

Removal, Stormwater

60. Bid item shall include all labor, equipment, and material necessary to remove and haul away the existing stormwater infrastructure that is to be replaced. This shall include all existing pipes and inlet boxes.
61. Bid item will not be measured and shall be paid for at the contract Lump Sum bid price.

Removal, Existing Concrete Pavement

62. Contractor shall remove all existing concrete pavement as indicated on the Plans. All costs associated with breaking apart, loading, and hauling offsite the existing pavement shall be included.
63. Bid item shall include all required full depth saw cutting of existing concrete pavement.
64. Bid item shall include all costs associated with deployment of specialized concrete rubbleizing machines, such as resonant or drop hammer breakers.
65. Boring #5 in the soil report indicated the presence of a secondary concrete slab under the existing surface slab. The secondary slab shall be removed. The exact size of the secondary slab is not known; however, it is believed to have been constructed as part of a localized patch. Removing slab and filling hole with aggregate base and compacting shall be include in this bid item.
66. Bid item shall not include the removal of any curb and gutter or existing stormwater systems as those are included in different items.
67. Removal, Existing Concrete Pavement will be measured, with payment being made at the contract Square Yard bid price.

Construction Staking

68. The Construction Staking bid item shall include all costs associated with the hiring of a qualified individual or firm to provide survey staking to aid the Contractor in constructing the project per Plan.
69. All survey point data given in the Plans was not verified with GPS and may not be in true State Plane Coordinates. Issues or questions about the survey data shall be directed to the County Surveyor or Project Engineer.
70. Finished grade elevations of the pavement shall be the same as existing elevations unless indicated otherwise in the Plans.
71. Permanent monuments damaged due to Contractor negligence will be restored at Contractor's expense. Monuments shall be set by a Professional Surveyor, licensed in the State of Missouri.
72. Construction Staking bid item will not be measured and shall be paid at the contract Lump Sum bid price.

Clearing & Grubbing

73. Clearing and Grubbing bid item shall include all labor, equipment, and material needed to remove all existing trees, debris, and vegetation from the project area as indicated on the Plans.
74. If a large tree is in conflict and has not been designated for removal on the Plans, Contractor shall seek approval from the County or homeowner prior to its removal.
75. All trees, especially small diameter trees, may not be represented on the Plans. Contractor shall be responsible for conducting a site visit, prior to submitting a bid, to gather a better understanding to the amount of vegetation which will be removed.
76. Minor tree limb or brush trimming shall be included in this bid item.
77. All debris from Clearing and Grubbing operations shall be removed from the site completely. No open burning or mulching and broadcasting debris chips into the surrounding landscape will be allowed.
78. Clearing and Grubbing will not be measured and will be paid for at the contract Lump Sum bid price.

Rock Excavation

79. Rock Excavation bid item shall include all labor, equipment, and materials necessary to chip and haul away any subsurface rock in conflict with the project. Definition of rock material shall follow Section 201.2.2 of the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
80. The expectation is that no rock will be encountered during the project, however if rock is encountered the Contractor shall alert a Boone County representative immediately to verify material meets definition of rock and to begin calculating appropriate quantities.
81. Measurement shall be calculated from dimensions of exposed rock within the trench.
82. If original bid quantity is exceeded, rock removal will be paid at the contract unit price. If no rock is encountered, the bid item will be change ordered out of the contract.
83. Rock Excavation will be measured, with payment being made at the contract Cubic Yard bid price.

3'x2" Type A Inlet

84. Bid item shall include all labor, equipment, and materials necessary to construct, supply, and install 3'x2' Type A inlets as found in the Plans and Details.
85. Bid item shall include all excavation and backfilling required for inlet installation.
86. Inlet boxes may be cast-in-place or precast.
87. Existing grate, frame, and curb casting shall be salvaged and reused for the proposed Type A inlets.
88. The 3'x2' Type A Inlet bid item will be measured with payment being made at the contract per Each bid price.

Modified Type M Inlets, Type M Inlets, & Junction Boxes

89. Bid items shall include all labor, equipment, and materials necessary to construct, supply, and install Modified Type M Inlets, Type M Inlets, and Junction Boxes as found in the Plans and Details.
90. Bid item shall include all labor, equipment, and materials necessary to construct inlet wings and throats for all Modified Type M and Type M Inlets.
91. Bid item shall include all excavation and backfilling required for inlet and junction box installation. Backfill shall be brought up around the structures in compacted lifts, with each lift thickness not to exceed 8".
92. Inlet boxes and junction boxes may be cast-in-place or precast. All precast items shall be inspected by a Boone County Representative prior to installation. Deviation from planned dimensions or faulty workmanship may result in rejection of precast elements. Field repairs/modifications may be proposed, however if excessive modifications are needed, the

precast elements may be rejected. Upon rejection, the Contractor shall supply a new and correct precast element at their own expense.

93. Expansion material for inlet boxes shall have a pull top. After installation, the top shall be removed, and void shall be crack sealed. Crack sealing will be part of the Crack Sealing bid item.
94. Mastic material, i.e. mastic rope, shall be installed between all precast pieces during assembly.
95. The bid items will be measured with payment being made at the contract per Each bid prices.

Stormwater Pipe

96. Bid items shall include all labor, equipment, and materials necessary to install the pipes called out as "Stormwater Pipe" in the Plans.
97. "Stormwater Pipe" shall be Class III reinforced concrete pipe (RCP) or shall be HP Storm polypropylene pipe manufactured by Advanced Drainage Systems (ADS).
98. Bid items shall include all work associated with excavation and backfilling of the pipe trench. Hand tamping of the backfill will be required in the pipe haunches. Backfill shall be brought up in compacted lifts, with each lift thickness not to exceed 8".
99. Bid items shall include all labor, equipment, and materials need to provide a safe working condition inside the trench. This shall include, but is not limited to, any temporary shoring/bracing or deployment of a trench box. Trench safety will be the responsibility of the Contractor's competent person.
100. Stormwater Pipe bid item will be measured at flowline of installed pipe, with payment being made at the contract Linear Foot bid price.

Reinforced Concrete Pipe (RCP), Class III

101. Bid items shall include all labor, equipment, and materials necessary to install the Class III Reinforced Concrete Pipes (RCP) as called out in the Plans.
102. Bid items shall include all work associated with excavation and backfilling of the pipe trench. Hand tamping of the backfill will be required in the pipe haunches. Backfill shall be brought up in compacted lifts, with each lift thickness not to exceed 8".
103. Bid items shall include all labor, equipment, and materials need to provide a safe working condition inside the trench. This shall include, but is not limited to, any temporary shoring/bracing or deployment of a trench box. Trench safety will be the responsibility of the Contractor's competent person.
104. Class III RCP bid items will be measured at flowline of installed pipe, with payment being made at the contract Linear Foot bid price.

Reinforced Concrete Pipe (RCP), Class IV

105. Bid items shall include all labor, equipment, and materials necessary to install the Class IV Reinforced Concrete Pipes (RCP) as called out in the Plans.
106. Bid items shall include all work associated with excavation and backfilling of the pipe trench. Hand tamping of the backfill will be required in the pipe haunches. Backfill shall be brought up in compacted lifts, with each lift thickness not to exceed 8".
107. Bid items shall include all labor, equipment, and materials need to provide a safe working condition inside the trench. This shall include, but is not limited to, any temporary shoring/bracing or deployment of a trench box. Trench safety will be the responsibility of the Contractor's competent person.
108. Class IV RCP bid items will be measured at flowline of installed pipe, with payment being made at the contract Linear Foot bid price.

Ultra Rib PVC Pipe

109. Bid items shall include all labor, equipment, and materials necessary to install 21" diameter Ultra Rib PVC Pipe, manufactured by JM Eagle, as called out in the Plans.

110. Bid items shall include all work associated with excavation and backfilling of the pipe trench. Hand tamping of the backfill will be required in the pipe haunches. Backfill shall be brought up in compacted lifts, with each lift thickness not to exceed 8".
111. Bid items shall include all labor, equipment, and materials need to provide a safe working condition inside the trench. This shall include, but is not limited to, any temporary shoring/bracing or deployment of a trench box. Trench safety will be the responsibility of the Contractor's competent person.
112. Ultra Rib PVC Pipe bid item will be measured at flowline of installed pipe, with payment being made at the contract Linear Foot bid price.

Aluminized Metal Flared End Section

113. Bid item for Aluminized Metal Flared End Sections shall include all labor, material, and equipment needed to install a metal flared end section as per Plans.
114. Contractor shall choose the right size of metal flared end section based on type of pipe used and dimensions of said pipe. Depending on pipe wall thickness, flared end section size may need to be increased.
115. Bid item will be measured with payment being made at the contract per Each bid price.

Rock Blanket with Filter Fabric

116. Rock Blanket bid item shall include all labor, material, and equipment necessary to construct all rock blanket with filter fabric as detailed in the Plans.
117. Filter fabric shall be non-woven, Propex 801 or approved equal.
118. Rock shall be 6"x9" graded rip rap, placed in layer having a minimum thickness of 1.5'.
119. Side slopes of the rock blanket shall not exceed a slope of 1.5'x1'.
120. Bid item will be measured and will be paid at the contract Cubic Yard bid price.

Culvert Connection

121. Bid item for Culvert Connection shall include all labor, material, and equipment needed to construct the pipe arch culvert connection as detailed in the Plans.
122. Concrete used in the connection shall comply with all items of the Portland Cement Concrete Special Provisions. The manner of forming the concrete collar will be at the discretion of the Contractor. Using the trench walls as forms will be acceptable as long as trench walls are firm. A vibrator shall be used to ensure proper consolidation of the concrete around the pipe.
123. Contractor shall crawl into the existing pipe arch culvert to fill the annular space between the existing CMP and proposed PVC pipe. Plans call for non-shrink grout to be used in annular space, however Contractor may propose a different material for Engineer's approval.
124. Bid item will not be measured and will be paid at the contract Lump Sum bid price.

Downspout Reconnection

125. Bid item for Downspout Reconnection shall include all labor, material, and equipment necessary to relocate/reconnect/repair existing downspout drain pipes from 1969 & 2003 Alamos Place to the proposed rock blanket.
126. Contractor shall use existing downspout drain pipe if possible. Damaged areas of pipe shall be replaced with like materials. Drain pipe shall be buried a minimum of 6" below finished grade and pipe shall daylight into the proposed rock blanket.
127. Bid item will not be measure and will be paid at the contract Lump Sum bid price.

Sanitary Sewer Lateral Repair

128. Bid item shall include all labor, material, and equipment necessary to remove existing 4" diameter clay sanitary sewer laterals and replace them with 4" diameter Sch. 80 PVC laterals.
129. Bid item shall also include street cuts, pavement removal, excavation, fittings, backfilling, and restoration. Pavement Patching shall be included in the Pavement Patching bid item.
130. The manner in which the laterals are connected to the sewer main is unknown. The Contractor shall contact and coordinate with Boone County Regional Sewer District prior to

excavating the sewer laterals. BCRSD shall have a representative onsite during excavation of the lateral tap. Upon inspection BCRSD will recommend how to connect the proposed lateral to the existing main. The Contractor shall follow the recommendations of BCRSD.

131. Contractor shall be responsible for notifying property owners a minimum of 1 week prior to work beginning on the laterals.
132. Bid item will not be measured and will be paid at the contract Lump Sum bid price.

Pavement Patching

133. Bid item shall include all labor, equipment, and material necessary to construct Short Term, Middle Term, and/or Long Term Pavement Patches as detailed in the Plans.
134. Regardless of type of pavement patch, the patch shall be continually maintained until its removal. Maintenance may include, but is not limited to, replace aggregate or asphalt fill due to settling, or sweeping and disposing of fugitive material.
135. Quantity of pavement patch found on the Plans and in the Bid Tab are considered a maximum. Actual pavement patch quantity shall be kept to a minimum and is expected to be less than or equal to the Bid Tab quantity. Higher quantities will require further explanation prior to payment.
136. The Contractor may utilize a High/Early concrete mix on Long Term Pavement Patches. The High/Early mix shall be capable of being opened to traffic (3,000 psi) by the end of the work day, with a set time not to be less than 2 hours.
137. Temporary construction signage shall be installed for approaching traffic of the Short Term patches. Signs such as "Slow" or "Bump" shall be installed to warn of changing road conditions. The County may request signage for Middle Term patches if patches become too rough. Signs may be removed once signage for the road rehab envelop the patched areas. Cost of signage shall be included in Traffic Control bid item.
138. If the Contractor falls behind schedule, the patches are undermaintained or continually fail, the County may request the patches be upgraded to a higher term at no additional cost.
139. Pavement Patching bid item will be measured and will be paid at the contract Square Yard bid price. The contract Square Yard bid price shall be used regardless of type of patch installed.

Grated Inlet Repair

140. Bid item shall include all equipment, labor, and material necessary to perform all work associated with "Grated Inlet Removal Detail" & "Grated Inlet Concrete Collar Detail" as shown in the Plans.
141. Bid item will not be measured and will be paid per the contract Lump Sum bid price.

Concrete Stormwater Flume

142. Bid item shall include all labor, equipment, and material necessary to construct the concrete stormwater flume near 1735 El Chaparral Ave. per the Plans & Details.
143. Bid item shall include saw cutting and removing part of existing flume, excavation, base rock, tie bars, forming, concrete, and control joints.
144. Concrete used for proposed flume shall meet all items of the Portland Cement Concrete Special Provisions.
145. Bid item will not be measured and will be paid per the contract Lump Sum bid price.

Manhole Concrete Collar

146. Bid item shall include all labor, equipment, and materials needed to construct concrete manhole collars as detailed in the Plans.
147. Concrete collars shall be placed on both sanitary sewer structures and stormwater structures as indicated in the Plans. Boone County Regional Sewer District crews will be repairing manhole structures ahead of road rehab work. Contractor shall contact and coordinate with BCRSD to prevent any conflicts or downtime.

148. Collars around stormwater manholes shall be constructed as not to damage existing stormwater structures. If damage does occur the Contractor may be liable for repair of damages at his expense.
149. Concrete collars will be measured and shall be paid at the contract per Each bid unit price.

Concrete Island

150. Bid item shall include all labor, equipment, and material necessary to construct the concrete median island at the entrance of El Chaparral Ave. as detailed in the Plans.
151. Concrete used for the island shall comply with all items of the Portland Cement Concrete Special Provision.
152. Bid item shall also include all labor, equipment, and material necessary to apply yellow marking paint to the top and face of the curb. Paint shall be a standard acrylic, waterborne, pavement marking paint with drop-on, reflective glass beads. Paint and beads shall meet the requirements of Section 1048 of the Missouri Department of Transportation Standard Specifications for Highway Construction.
153. Concrete Island bid item will not be measured and will be paid at the contract Lump Sum bid price.

Portland Cement Concrete

154. All items of this Special Provision shall apply to all concrete used on this project.
155. Boone County has a list of pre-approved concrete mix designs which may be used for this project. The pre-approved mix designs are as follows:

Mix Description	Columbia Ready Mix		Central Concrete		ESS Materials	
	Mix #	Design	Mix #	Design	Mix #	Design
Concrete Pavement, Hand Finish	1304A	Slump = 4"	CM# 80	Slump = 5"	CM# 80	Slump = 5"
		Air = 6%		Air = 6%		Air = 6%
Concrete Pavement, Machine Finish	1306A	Slump = 2.5"	CM# 81	Slump = 3"	CM# 81	Slump = 3"
		Air = 6%		Air = 6%		Air = 6%
Concrete Curb, Machine Finish	1322	Slump = 3"	CM# 84	Slump = 3"	CM #84	Slump = 3"
		Air = 6%		Air = 6%		Air = 6%
High/Early with Calcium Chloride	-	-	CM #83	Slump = 5"	CM# 83	Slump = 5"
		-		Air = 6%		Air = 6%
High/Early with NCA	-	-	CM# 82	Slump = 5"	CM# 82	Slump = 5"
		-		Air = 6%		Air = 6%
High/Early	1308	Slump = 5"	-	-	-	-
		Air = 6%		-		-

156. By utilizing a pre-approved mix, the Contractor will not be required to submit a full mix design. However, the Contractor shall submit a signed letter indicating which pre-approved mixes will be used for the project and in what locations.
157. The Contractor may submit a mix design that does not appear on the pre-approved list. Mix designs submittals shall contain all required information as per Section 503.3.1 of the Missouri Dept. of Transportation Standard Specifications for Highway Construction. Contractor shall also allow several business days for the County to review submittals prior to ordering and using proposed mixes.
158. It is the understanding of the County when ordering High/Early concrete the Contractor is to tell the concrete producer an approximate desired time in which the mix can be opened to traffic (3,000 psi strength). Based on desired open time and current weather conditions, the producer

will select the appropriate admixtures (Calcium Chloride or NCA) and appropriate doses. Desired open time shall be as prolonged as possible, with the goal being the mix is installed and open to traffic by the end of the work day. Desired open time shall never be less than 2 hours. High/Early mixes shall only be allowed on "Long Term Patch" as detailed in the Plans. High/Early shall not be used for curb & gutter or driveway repair.

159. The County will be collecting load tickets from each load during construction. Information on load tickets shall be consistent with the information of the submitted and approved mix design(s). Discrepancies will cause load rejection. Rejected loads will not receive payment.
160. A curing compound submitted to and approved by the County shall be applied to all new concrete surfaces in accordance with manufacturer's recommendations.

Curb & Gutter, Remove & Replace

161. Curb & Gutter, Rollback bid item shall include all labor, material, and equipment needed to remove existing rollback curb and gutter, excavate and compact subgrade, install and compact a 4" thick layer of Type I rolled stone base, construct new curb and gutter, and backfill as specified in the Plans.
162. Bid item shall include all curb and gutter removal and replacement work regardless if curb and gutter is rollback, barrier, or in front of a driveway with minimal curb height.
163. Line and grade of new curb and gutter sections shall be the same as existing curb and gutter unless specified otherwise on the Plans.
164. New rollback curb and gutter dimensions shall match those of the existing curb and gutter. Dimensions found in the Plans are approximate for estimating purposes and may be different than existing.
165. Locations and lengths of curb and gutter replacement as indicated on the Plans are approximate. Final extents of repairs shall be marked in the field by a Boone County representative prior to construction.
166. Contractor shall remove an appropriate section of the existing concrete road in order to place a face form for the gutter pan. The Contractor will not be allowed to use the existing road as a form to pour against.
167. Each end of the repair sections shall have #4 bars drilled and epoxied into the existing curb and gutter as indicated on the Plans. Rebar work shall be incidental to curb and gutter bid item.
168. Expansion material shall be installed at back of curb for curb and gutter repairs that extend across the entire width of a driveway. Expansion material shall be rubberized and shall be ½" thick. No felt board will be allowed. All costs shall be included in Curb and Gutter bid item.
169. Control joints shall be formed or cut evenly in repair sections which exceed 10' in length. Joints shall have a maximum spacing of 10'.
170. Curb and Gutter repairs will be measured, with final payment being made at the contract Square Yard bid price.

Driveway, Remove & Replace

171. Bid item shall include all labor, material, and equipment needed to remove and replace concrete driveways as called out in the Plans and these Special Provisions. Bid item shall include removal of existing driveway, excavation and compaction of subgrade, installation of 4" thick 1 ½" minus aggregate base layer, and installation of 6" thick concrete driveway.
172. During this project, the Contractor will be working in close proximity to existing concrete driveways that are in various conditions. It is the goal and desire of the County to leave driveways in their present states as much as possible. However, there may be instances where the Contractor feels adjacent work cannot be done without further damage being done to the driveways. In these situations, the Contractor shall alert a Boone County representative prior to any work taking place. The Contractor and Boone County representative shall agree damage is highly likely and shall then agree on a proper repair. Contractor shall then notify property owner of ensuing repair. Driveway remove and replace repairs shall be minimal, yet taken to a logical end, such as an existing joint or change in geometry. Contractor shall make full depth saw cuts in the existing driveway, remove concrete, excavate to depth, compact subgrade, install 4" thick aggregate base, and 6" thick concrete drive. Rubberized expansion joints or drilled and epoxied

- tie bars may be required depending on circumstances. Driveway repairs, in pre-approved areas only, will be measured and paid at the contract Square Yard bid price.
173. If Contractor damages existing driveways through negligence, accident, or outside the limits of a predetermined repair, he shall be responsible for said repairs. It is highly encouraged Contractors take pictures of driveways immediately prior to doing work around them in order to protect against claims of damage.
174. Concrete in driveways shall comply with all items found in Portland Cement Concrete Special Provisions.
175. Bid item shall include all material and work for expansion joints including epoxy, dowels, and rubberized expansion material.
176. Included in the concrete driveway item shall be the cutting or forming of all control joints as per Plans.
177. Concrete Driveways will be measured with final payment being made at the contract Square Yard bid price. Quantities in bid tab include driveway repairs as called out in the Plans as well as 580 SY of assumed repairs. An increase or decrease in quantities will be handled via Change Order at the end of the project.

Excavation & Grading

178. Bid item shall include all material, equipment, and labor necessary to excavate existing subgrade soils to required depth and haul away the material. Work shall also include the preparation and compaction of the subgrade as specified in these Special Provisions.
179. Bid item shall also include all grading work at the intersection of El Chaparral Ave. & Hwy WW as detailed in the Plans. This work is estimated to be approximately 84 cubic yards of cut.
180. The results from the soil report shows the possibility of soft subgrade areas. Due to the potential presence of soft areas, subgrade preparation shall be as follows:

Upon removal of existing pavement, Contractor shall excavate subgrade to design depth. Compaction of subgrade shall commence using a 10-ton smooth drum roller. Roller shall be operating in static mode to prevent moisture migration to the surface. The finished surface of the subgrade shall be as smooth as possible. If excessive rutting or deformation of the subgrade occurs during compaction, or if the subgrade is gray, blue, or black in color, the Engineer shall be notified immediately. Upon inspection, the Engineer shall decide if further stabilization work is needed. The Engineer will establish an area and depth of additional subgrade to be excavated. Dimensions of this area shall be recorded by the County Inspector and a Contractor representative. Contractor shall then excavate and haul away additional material per Engineer's instructions. Fill the over excavated area with 1 ½" minus aggregate base in compacted lifts not to exceed 8" per lift. Compaction shall be done with smooth drum roller in static mode. From the recorded dimensions, additional excavation quantities will be calculated to the nearest cubic yard and paid at the Excavation bid unit price. Additional aggregate base will be calculated and converted to nearest square yard at 8" thick. Additional aggregate base will be paid for per contract bid unit price for 8" thick aggregate base.

181. Excavation bid item does not include any excavation needed for curb and gutter replacement, driveway replacement, or excavation for stormwater inlets or pipes.
182. No final measurement of excavation will be made. Plan quantity will be used for final payment unless error is found in original quantity or an authorized change is made to the Plans.

High Strength Woven Geotextile

183. Bid item shall include all labor, material, and equipment necessary to install Mirafi RS580i, Geotex 4x4UF, or approved equal geotextile. Geotextile shall be installed as per Plans and manufacturer's specifications, which may include, but are not limited to, items in these Special Provisions.
184. Geotextile shall be inspected upon delivery for any damage or defects. If damage is detected, it shall be repaired as per manufacturer's recommendations.

185. Geotextile shall be rolled out so long axis is parallel to traffic and shall be pulled taut to remove any folds or wrinkles that may have developed. Securing the edges of the geotextile with temporary piles of aggregate or U-shaped landscaping staples may be required to prevent folds or wrinkles from forming again.
186. A minimum of 36" of overlap shall occur at all longitudinal and transverse (end-to-end) seams. Transverse seams shall be "shingled" to prevent the fabric from peeling back during aggregate base installation.
187. Curves shall be accommodated by cutting and overlapping the geotextile.
188. Cut geotextile around manholes, valve boxes, or other utility protrusions.
189. No traffic, construction or otherwise, shall be allowed on the bare geotextile. Low ground pressure tracked vehicles and smooth drum static rollers shall be the only equipment allowed after a minimum of 6" of aggregate base is placed on the geotextile. These vehicles shall operate at low speeds and keep sudden stops and turning motions to a minimum.
190. Geotextile will be measured to the nearest square yard of finished covered area and shall be paid at the contract Square Yard bid price. This quantity, as reflected in the Bid Tab, does not include material needed for overlaps. Overlap material shall be accounted for in the bid unit price.

1 ½" Minus Aggregate Base, 8" Thick

191. Bid item shall include all equipment, labor, and material needed to install 1 ½" Minus Aggregate Base to the design thickness as per Plans and these Special Provisions.
192. Trucks hauling aggregate base shall stop at the edge of existing pavement and dump the load onto the geotextile. Low ground pressure equipment, such as a bulldozer, shall spread the aggregate base to lift thickness not to exceed 7"-8" loose. A smooth drum roller in static mode shall compact the aggregate base. Once aggregate base reaches design thickness has been compacted in static mode, and has not received significant moisture, then the smooth drum roller shall make several passes in vibratory mode on the finished surface.
193. Loaded dump trucks shall not be allowed on aggregate base unless full design depth is in place. The Contractor may construct lifts by dumping and pushing a thick aggregate lane down the center of the road. Aggregate can then be pushed across the entire roadway width using low ground pressure equipment or road grader.
194. Minor ruts (<3" deep) may still develop from fully loaded tandem axle dump trucks on the finished surface of the aggregate base layer. These ruts shall not be graded out but shall be filled and compacted with additional 1 ½" minus aggregate. Filling of these ruts shall be considered incidental.
195. If major rutting occurs, it shall be brought to the attention of the Inspector and Engineer immediately. The County and Contractor shall agree on means to track quantity of aggregate to be used to fill major rutting. Contractor shall fill ruts with aggregate and compact until ruts have stabilized. Quantity of aggregate needed to stabilize will be converted to square yards at 8" thick and added to project quantities and paid for at the bid unit price.
196. Since aggregate base will be opened to traffic prior to the placement of asphalt, the Contractor shall be responsible for maintaining a quality finished surface. This work will be considered incidental and may include, but is not limited to, additional base and additional rolling and compacting.
197. No final measurement will be made for 1 ½" Minus Aggregate Base. Plan quantities will be used unless errors are found or authorized changes are made to original quantities.

Asphalt Pavement

198. All asphalt pavement shall be in conformance with Section 401 of the Missouri Dept. of Transportation Standard Specifications for Highway Construction.
199. The Bidder has the option to be bound by the Asphalt Cement Price Index for this project. If the bidder wishes to do so, he shall execute the acceptance statement on the Bid Form. Failure to execute the acceptance statement will be interpreted to mean the bidder wishes to not participate. Greater detail of the Asphalt Index may be found at the end of these Special Provisions.

200. The Job Mix Formulas (JMF) submitted for the asphalt used in this job must be reflective of actual material being used and must be no more than 3 years old at time of submittal and must meet requirements of Missouri Dept. of Transportation Standard Specifications for Highway Construction.
201. Recycled Asphalt Pavement (R.A.P.) may be used in the asphalt mixes but shall not exceed 20% of the total mix.
202. Recycled Asphalt Shingles (R.A.S.) will be allowed in the Bituminous Base course mixes only.
203. Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
204. The asphalt base course shall be installed in lifts. Single lifts shall not exceed a thickness of 4 inches.
205. Tapered transverse joints shall be constructed at the end of the day for all base course lifts. This is to allow traffic to use the road when construction is not taking place. Prior to restarting paving operations, the tapered section shall be removed, and a vertical face joint shall be created where the vertical face equals the lift thickness. Vertical faces may be saw cut or milled. Faces shall then be cleaned and applied with tack coat prior to paving resuming.
206. The asphalt surface course shall be installed in as large of a single operation as possible after application of tack coat. Transverse joints in the surface course shall only be located at the tangent points of an intersection. These joints shall be tack coated prior to resuming paving operations.
207. Finished grade of the surface course shall match existing concrete pavement in terms of elevation and grade unless specified differently in the Plans. It shall be the Contractor's responsibility to ensure finished grade has positive drainage to an inlet.

Tack Coat

208. Bid item shall include all labor, material, and equipment needed to place tack coat as per Plans and these Special Provisions.
209. Prior to installation of asphalt pavement, the gutter pan face shall be cleaned and allowed to dry. Once dry and clean, tack coat shall be applied to the gutter pan face. Tack coat for this work can be NTQS-1HH (Trackless), SS-1, SS1-h, SCC-1, CSS-1h, or approved equal. Estimated quantity for this work is 1970 SY, which is included in the bid tab quantities.
210. Tack coat used between lifts of asphalt pavement shall be trackless in nature. Trackless tack coat shall be NTQS-1HH, SS-1VH, or approved equal.
211. Tack coat shall be applied to the finished asphalt base layer prior to the installation of the asphalt surface layer. Tack coat between the lifts of the asphalt base will not be required if the surface of the lifts remains clean and retains a surface temperature greater than 140° F prior to placement of next lift. Tack coat will be requested by the County if these two requirements are not met.
212. Vertical faces of all transverse and longitudinal cold joints shall receive tack coat.
213. Tack coat shall be applied via a distributor truck. Truck shall be in good working order and able to apply a complete, uniform coat for the entire application width. Discernable rows (i.e. crop rows) will not be allowed. Contractor will be asked to cease operations, adjust distributor, and reapply tack coat at no additional cost to the County. Application rate for tack coat shall be per manufacturer's recommendations.
214. Tack coat shall be measured in the field, with final payment being made at the contract Square Yard bid price. The Tack Coat quantities shown in the bid forms assumes tack will be used between all asphalt lifts. Quantities not installed during construction shall be change ordered out of the contract.

Crack Sealing

215. Bid item shall include all labor, material, and equipment needed to clean and fill all joints and cracks per Plans and these Special Provisions with a hot poured, rubberized type crack sealer, such as Crafcro Polyflex Type 2 or approved equal.

216. Crack sealer shall be installed per manufacturer's recommendations, especially for acceptable outside air temperature specifications. If crack sealing is the only item left for the project and outside temperatures are still too hot, the County will suspend counting working days until acceptable weather is reached.
217. All crack and joints to be filled are as follows:
 - Joints where proposed curb and gutter repairs meet with existing curb and gutter (ends of curb repairs)
 - Control joints in new curb and gutter
 - Expansion and control joints of new stormwater inlet wings and throats
 - Control joints in new concrete island
218. Traffic will be allowed on unsealed joints; however, all joints shall be free of debris, clean, and dry prior to sealing. Contractor may use compressed air or other means to clean joints.
219. Contractor shall fill joints to finished surface elevation. Refrain from overfilling and creating a barrier for debris to collect.
220. Crack Sealing will not be measured and will be paid at the contract Lump Sum bid price.

Pavement Markings, Lines

221. Bid item shall include all labor, equipment, and material necessary to install 4" wide single white, 4" wide double yellow, 6"x6" yellow curb, and 24" wide stop bar pavement markings as detailed in the Plans.
222. Paint shall be a standard acrylic, waterborne, pavement marking paint with drop-on, reflective glass beads. Paint and beads shall meet the requirements of Section 1048 of the Missouri Department of Transportation Standard Specifications for Highway Construction.
223. Bid item will be measured with payment being made at the contract per Linear Foot bid price.

Pavement Markings, Arrows

224. Bid item shall include all labor, equipment, and material necessary to install white Left & Right Turn Arrow pavement markings as detailed in the Plans.
225. Paint shall be a standard acrylic, waterborne, pavement marking paint with drop-on, reflective glass beads. Paint and beads shall meet the requirements of Section 1048 of the Missouri Department of Transportation Standard Specifications for Highway Construction.
226. Dimensions of the arrows shall follow the guidelines as set forth by the Manual on Uniform Traffic Control Devices (MUTCD).
227. Bid item will be measured and will be paid at the contract per Each bid price.

Restoration with Erosion Control Blanket

228. Bid item shall include all labor, material, and equipment necessary to install 4" of topsoil followed by seed, lime, and fertilizer in accordance to Section 01590 of the Technical Specifications. After placement of materials is complete, areas shall be covered with an erosion control blanket as per Plan.
229. Seed mix shall be one which performs well in sun and shade.
230. Erosion control blanket shall be Propex Landlock S2 or approved equal. Minimum overlap between sections of erosion control blanket shall be 6 inches. Erosion control blanket shall be secured to the ground with landscaping staples, spacing of which shall be at the blanket manufacturer's recommendation.
231. All disturbed areas shall have 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
232. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications will not be required for this project.
233. Bid item will be measured and will be paid at the contract Square Yard bid price.

Restoration with Straw Mulch

234. Bid item shall include all labor, material, and equipment needed to satisfy Section 1590 of the Technical Specifications for Restoration.
235. Bid item will mostly cover areas disturbed as part of curb and gutter remove and replace work.
236. Bid item shall also include minor grading needed to provide positive drainage and tie minor street grade adjustments into existing surfaces.
237. Restoration shall include 4" of topsoil and Type I straw mulch.
238. All disturbed areas shall have 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
239. Restoration bid item will not be measured and shall be paid at the contract Lump Sum bid price.
240. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.7 of the Contract Conditions is not required for this project.

Asphalt Cement Price Index

If the bidder so chooses, asphaltic pavement and base mixes are eligible for the following price adjustment. This adjustment will apply only to the percentage of virgin asphalt cement actually placed on the job, excluding RAP or RAS, and will be calculated using the following formula:

$$A = (B \times C) \times (D - E)$$

Where:

- A = Adjustment
- B = Tons of mix placed
- C = % of virgin asphalt binder as listed in the job mix formula
- D = monthly price for the month prior to mix placement
- E = monthly price for the month prior to bid submission

The monthly asphalt prices will be those shown in the Dollar/Ton column of the "Asphalt Price Index" table posted at MoDot.org – Bidding-Road & Bridge Construction Bidding Opportunities – Online Plan Rooms – Asphalt Price Index - on MoDOT's website, also currently located at: http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=658
All prices will be for the entire month regardless of when posted. Separate adjustments will be calculated for each month in which the bidder places eligible material.

Calculation Examples

This table is fictional, but it resembles the table found at the above MoDOT website.

Asphalt Price Index	
2015	PG 64-22 Dollar/Ton
January	\$450.00
February	\$510.00
March	\$520.00
April	\$530.00
May	\$520.00
June	\$500.00
July	\$480.00
August	\$475.00
September	\$450.00
October	\$425.00
November	\$420.00

December	\$400.00
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Example #1

The contract was bid in March 2015. 1,000 tons of BP-2 was placed during October 2015. Job mix called for 5.0% virgin AC. No RAP was used.

$$B = 1,000 \quad C = 5.0\% \quad D = 450.00 \quad E = 510.00$$

$$A = (1,000 \times 0.050) \times (450.00 - 510.00) = -3,000$$

Adjustment = \$3,000 Deduct

Example #2

The contract was bid in February 2015. 1,000 tons of BP-2 was placed during July 2015. 2,000 tons of BP-2 was placed during August 2015. Job mix called for a mix with 4.5% virgin AC and 1.0% AC from RAP.

$$B_1 = 1,000 \quad C = 4.5\% \quad D_1 = 500.00 \quad E_1 = 450.00$$

$$A_1 = (1,000 \times 0.045) \times (500.00 - 450.00) = 2,250$$

$$B_2 = 2,000 \quad C = 4.5\% \quad D_2 = 480.00 \quad E_2 = 450.00$$

$$A_2 = (2,000 \times 0.045) \times (480.00 - 450.00) = 2,700$$

Adjustment = $A_1 + A_2 = 2,250 + 2,700 = \$4,950$ Increase

APPENDIX A

STATE WAGE RATES

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

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

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

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

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

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

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

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

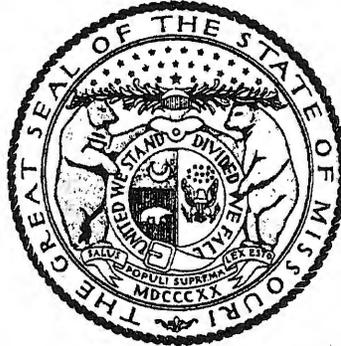
The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

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

Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker	6/18		\$37.91	57	7	\$29.38
Bricklayer and Stone Mason	6/18		\$30.00	59	7	\$18.19
Carpenter	6/18		\$26.15	60	15	\$17.10
Cement Mason	6/18		\$28.53	9	3	\$12.92
Communication Technician	6/18		\$32.50	28	7	\$13.50 + 13%
Electrician (Inside Wireman)	6/18		\$32.50	28	7	\$13.50 + 13%
Electrician (Outside-Line Construction/Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier	6/18		\$27.56	122	76	\$12.74
Ironworker			\$29.49	11	8	\$25.96
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/18		\$26.03	60	15	\$17.10
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright	6/18		\$27.17	60	15	\$17.10
Operating Engineer						
Group I	6/18		\$29.16	86	66	\$27.17
Group II	6/18		\$29.16	86	66	\$27.17
Group III	6/18		\$27.91	86	66	\$27.17
Group III-A	6/18		\$29.16	86	66	\$27.17
Group IV	6/18		\$26.93	86	66	\$27.17
Group V	6/18		\$29.86	86	66	\$27.17
Painter	6/18		\$23.93	18	7	\$12.74
Pile Driver	6/18		\$27.17	60	15	\$17.10
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer	6/18		\$27.02	94	5	\$12.97
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection	6/18		\$35.84	33	19	\$21.42
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$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 (1½) 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.

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

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

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

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

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

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

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

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

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.51 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 \$1.87 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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, Veterans' Day, Thanksgiving Day 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, it will be celebrated on Saturday.

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 work week, 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
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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 makeup 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 Year's 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

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/18	\$31.73	23	16	\$17.10
Electrician (Outside-Line Construction)\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer	6/18	\$24.53	32	31	\$11.44 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer	6/18	\$18.14	32	31	\$8.42 + 3%
Laborer					
General Laborer	6/18	\$29.26	2	4	\$13.82
Skilled Laborer	6/18	\$29.26	2	4	\$13.82
Millwright	6/18	\$31.73	23	16	\$17.10
Operating Engineer					
Group I	6/18	\$28.34	21	5	\$27.06
Group II	6/18	\$27.99	21	5	\$27.06
Group III	6/18	\$27.79	21	5	\$27.06
Group IV	6/18	\$24.14	21	5	\$27.06
Oiler-Driver	6/18	\$24.14	21	5	\$27.06
Pile Driver	6/18	\$31.73	23	16	\$17.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.87	25	21	\$12.85
Group II		\$30.03	25	21	\$12.85
Group III		\$30.02	25	21	\$12.85
Group IV		\$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.

**BOONE COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) 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
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

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
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

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

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

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

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APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

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

APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

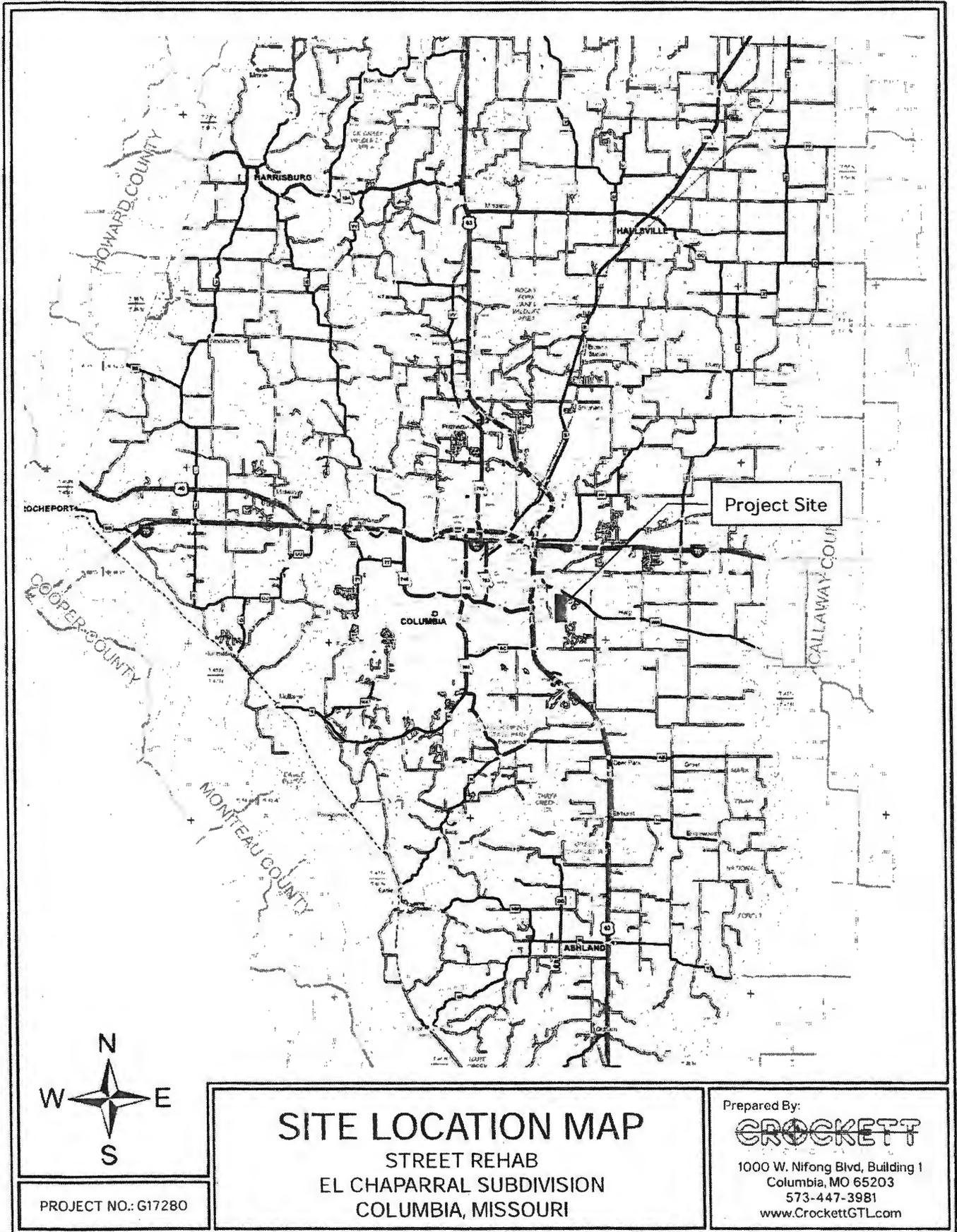
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APPENDIX D

Results from Soil Borings

Crockett Geotech conducted exploratory soil borings of the project areas and conducted laboratory tests of the soil samples. Findings from those borings and tests are included in this Appendix.

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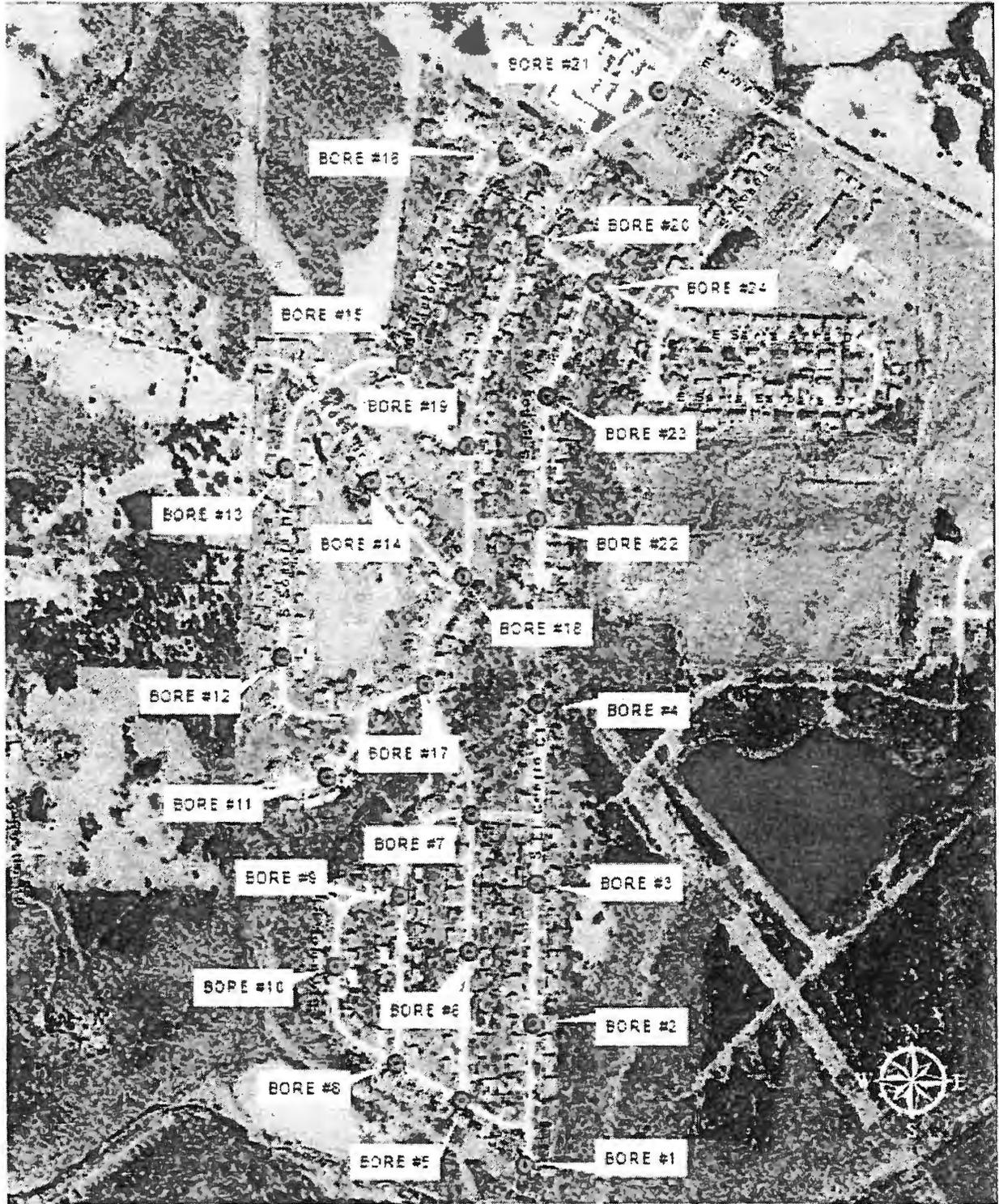


PROJECT NO.: G17280

SITE LOCATION MAP

STREET REHAB
EL CHAPARRAL SUBDIVISION
COLUMBIA, MISSOURI

Prepared By:
CROCKETT
1000 W. Nifong Blvd, Building 1
Columbia, MO 65203
573-447-3981
www.CrockettGTL.com



BORING LOCATION PLAN

STREET REHAB
EL CHAPARRAL SUBDIVISION
COLUMBIA, MISSOURI

PROJECT NO.: G17280

Prepared By:

CROCKETT

1000 W. Nifong Blvd, Building 1
Columbia, MO 65203
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December 12, 2017
 Geotechnical Engineering Report
 Street Rehab - El Chaparral Subdivision - Columbia, Missouri
 Crockett GTL Project Number: G17280

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the soaked CBR values obtained from equations 3 and 4 for the soil samples obtained from a depth of 3 to 5 feet below existing grade.

Boring Number	Sample Depth (ft)	Unconfined Compressive Strength (psf)	Approximate N-Value (blows/ft)	Estimated CBR Equation 3. (%)	Estimated CBR Equation 4. (%)
1	1-3	2394	8	1.8	1.9
2	1-3	3195	11	2.6	2.6
3	1-3	3809	13	3.3	3.2
4	1-3	3993	13	3.5	3.4
5	1-3	2846	10	2.2	2.3
6	1-3	3429	12	2.8	2.9
7	1-3	-	-	-	-
8	1-3	2064	7	1.4	1.6
9	1-3	2640	9	2.0	2.1
10	1-3	-	-	-	-
11	1-3	-	-	-	-
12	1-3	2400	8	1.8	1.9
13	1-3	2278	8	1.7	1.8
14	1-3	1721	6	1.1	1.3
15	1-3	3243	11	2.6	2.7
16	1-3	3809	13	3.3	3.2
17	1-3	2441	8	1.8	2.0
18	1-3	4403	15	4.0	3.7
19	1-3	-	-	-	-
20	1-3	-	-	-	-
21	1-3	2731	9	2.1	2.2
22	1-3	3537	12	3.0	2.9
23	1-3	4247	14	3.8	3.6
24	1-3	-	-	-	-
Average		3066	10	2.5	2.5
Maximum		4403	15	4.0	3.7
Minimum		1721	6	1.1	1.3
1. Unconfined compression test was not able to be performed on the soil samples					

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 Street Rehab - El Chaparral Subdivision - Columbia, Missouri
 Crockett GTL Project Number: G17280

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Boring Number	Sample Depth (ft)	Unconfined Compressive Strength (psf)	Approximate N-Value (blows/ft)	Estimated CBR Equation 3. (%)	Estimated CBR Equation 4. (%)
1	3-5	2230	8	1.6	1.8
2	3-5	2009	7	1.4	1.6
3	3-5	2081	7	1.5	1.6
4	3-5	2068	7	1.5	1.6
5	3-5	2743	9	2.1	2.2
6	3-5	2953	10	2.3	2.4
7	3-5	-	-	-	-
8	3-5	-	-	-	-
9	3-5	5260	18	5.0	4.5
10	3-5	-	-	-	-
11	3-5	3667	12	3.1	3.1
12	3-5	3871	13	3.3	3.2
13	3-5	5374	18	5.2	4.6
14	3-5	2024	7	1.4	1.6
15	3-5	1057	4	0.5	0.7
16	3-5	3848	13	3.3	3.2
17	3-5	8416	28	10.1	7.3
18	3-5	4511	15	4.1	3.8
19	3-5	2350	8	1.7	1.9
20	3-5	1178	4	0.6	0.8
21	3-5	2117	7	1.5	1.7
22	3-5	1800	6	1.2	1.4
23	3-5	2006	7	1.4	1.6
24	3-5	-	-	-	-
Average		3078	10	2.6	2.5
Maximum		8416	28	10.1	7.3
Minimum		1057	4	0.6	0.7
1. Unconfined compression test was not able to be performed on the soil sample					

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BORING NUMBER B-1

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 730 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR JPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING --- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (7-inches)										
0.6		729.4										
		BASEROCK (8-inches)										
1.3		728.8										
		FAT CLAY: Brown, trace gravel, trace lignite (possible fill)	ST 1	15		3500	2390	103	24	53	20	33
2.5												
3.0		727.0										
		LEAN TO FAT CLAY: Brown and gray, trace lignite	ST 2	14		3000	2230	97	25			
5.0												
5.0		725.0										

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-2

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 760 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not encountered
 NOTES Borehole backfilled upon completion AFTER DRILLING -- Not encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\GIS-PROJECTS\G17280 - EL CHAPARRAL STREETS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5		BASEROCK (5-inches)										
0.9		FAT CLAY: Brown, trace gray, trace lignite										
2.5			ST 1	12		4000	3200	98	25			
3.0		SHALEY FAT CLAY: Brown and gray, with lignite										
5.0			ST 2	11		1500	2010	90	33	71	24	47

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-3

CLIENT Boone County Resource Management **PROJECT NAME** Street Rehab - El Chaparral Subdivison
PROJECT NUMBER G17280 **PROJECT LOCATION** Columbia, Missouri
DATE STARTED 11/15/17 **COMPLETED** 11/15/17 **GROUND ELEVATION** 774 ft MSL **HOLE SIZE** 4"
DRILLING CONTRACTOR IPES **GROUND WATER LEVELS:**
DRILLING METHOD 4" SSA **AT TIME OF DRILLING** --- Not Encountered
LOGGED BY Friedman **CHECKED BY** Lidholm **AT END OF DRILLING** --- Not Encountered
NOTES Borehole backfilled upon completion **AFTER DRILLING** --- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5		773.5										
0.8		BASEROCK (3-inches)										
		FAT CLAY: Gray, trace dark brown										
2.5			ST 1	14		4000	3810	103	23	50	18	32
3.0		771.0										
		SHALEY FAT CLAY: Brown and gray, with lignite										
5.0		769.0	ST 2	10		3000	2080	86	35			

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-4

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 750 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR JPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\2017\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5			749.5									
0.8		BASEROCK (3-inches)	749.3									
		FAT CLAY: Gray, trace dark brown, trace gravel, trace sand										
			ST 1	8		3500	3990	99	27	51	17	34
2.5		--: becomes dark gray										
			ST 2	12		3000	2070	83	38			
5.0			745.0									

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-5

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 742 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5		741.5										
0.8		BASEROCK (4-inches)										
		741.2										
		CONCRETE (3-inches)										
1.3		740.8										
		SAND (3-inches)										
1.5		740.5										
		FAT CLAY: Dark gray, trace lignite	ST 1	13		2000	2850	92	30			
2.5												
3.0		739.0										
		SHALEY FAT CLAY: Reddish brown and gray, trace gravel	ST 2	14		3500	2740	94	29			
5.0		737.0										

No Refusal
 Bottom of borehole at 5.0 feet.

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\2017\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

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BORING NUMBER B-6

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 772 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5												
0.7		BASEROCK (2-inches)										
		LEAN TO FAT CLAY: Gray, trace brown, trace lignite										
2.5			ST 1	17		4000	3430	96	28			
			ST 2	19		3500	2950	105	22			
5.0												

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-7

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 755 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR JPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\2017\G17280 - EL CHAPARRAL STREET\GISUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5												
0.7		BASEROCK (2-inches)										
		UNCONTROLLED FILL: Fat clay and shaley clay, gray to light brown, with gravel										
2.5			ST 1	12		9000			6			
			ST 2	14		9000			7			
5.0												

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-8

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 747 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING --- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5		746.5 BASEROCK (6-inches)										
1.0		746.0 FAT CLAY: Dark gray, trace sand										
2.0		745.0 SHALEY FAT CLAY: Reddish brown to whitish gray, trace gravel	ST 1	11		2500	2350	95	31	58	21	37
2.5												
5.0		742.0	SPT 2	12	15-12-13 (25)	9000			17			

No Refusal
 Bottom of borehole at 5.0 feet.

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

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 Columbia, MO 65203
 Telephone: 573-447-0292



BORING NUMBER B-9

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 750 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5			749.5									
0.8		BASEROCK (3-inches)	749.3									
		FAT CLAY: Dark gray										
2.5				ST 1	8	2500	2640	97	27			
3.0			747.0									
		SHALEY FAT CLAY: Brown and gray, with chert gravel and cobbles										
4.7			745.3	SPT 2	12	15-13-50/2"	6500	5260	115	16	51	21 30

SPT Refusal at 4.7 feet
 Bottom of borehole at 4.7 feet.

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 Columbia, MO 65203
 Telephone: 573-447-0292



BORING NUMBER B-10

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 748 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5		747.5 BASEROCK (4-inches)										
0.8		747.2 GRAVELLY CLAY: Brown, trace sand										
			SPT 1	4	50/5"				7			
2.5												
			SPT 2	15	21-17-18 (35)	6000			15			
5.0		743.0										

SPT Refusal at 1.9 feet.
 Bottom of borehole at 5.0 feet.

Crockett GTL
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 Columbia, MO 65203
 Telephone: 573-447-0292



BORING NUMBER B-11

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 755 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\2017\G17280 - EL CHAPARRAL STREET\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5		754.5 BASEROCK (5-inches)										
0.9		754.1 GRAVELLY CLAY: Reddish brown to brown										
2.5			SPT 1	6	7-6-8 (14)	9000			12			
3.0		752.0 SHALEY FAT CLAY: Whitish gray to light brown, trace sand	ST 2	15		9000	4120	123	14			
5.0		750.0										

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-12

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 757 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280-EL CHAPARRAL STREET SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5												
0.8		BASEROCK (3-inches)										
		FAT CLAY: Gray, trace brown, trace lignite, trace gravel										
2.5			ST 1	12		2500	2400	93	30			
4.0												
		SHALEY FAT CLAY: Whitish gray, trace gravel, trace lignite	ST 2	15		3500	3870	111	18	57	18	39
5.0												

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-13

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 792 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREET SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5												
0.8		BASEROCK (3-inches)										
		LEAN CLAY: Brown and gray, trace lignite, trace sand										
2.5			ST 1	15		3500	2280	110	18	31	16	15
3.0												
		LEAN TO FAT CLAY: Brown and gray, trace sand, trace lignite, trace gravel (Glacial Drift)										
5.0			ST 2	18		7500	5370	106	22	48	18	30
5.0												

No Refusal
 Bottom of borehole at 5.0 feet.

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 Columbia, MO 65203
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BORING NUMBER B-14

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 771 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5					770.5							
0.8		BASEROCK (4-inches)			770.2							
		FAT CLAY: Brown, with sand, trace gravel										
2.5			ST 1	8		2000	1720	87	32	71	24	47
		--: becomes gray, trace gravel										
5.0			ST 2	14		1500	2020	90	32			
5.0					766.0							

No Refusal
 Bottom of borehole at 5.0 feet.

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREET\PROJECTS\2017\G17280 - EL CHAPARRAL STREET\SUPPORTING DOCUMENTS\G17280.GPJ

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BORING NUMBER B-15

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 790 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (7-inches)										
0.6		789.4										
0.9		BASEROCK (4-inches)										
		789.1										
		LEAN TO FAT CLAY: Brown and gray, trace sand, trace gravel (Glacial Drift)	ST 1	20		3000	3240	101	25	52	18	34
2.5												
3.0		787.0										
		SANDY CLAY: Brown, trace gravel (Glacial Drift)	ST 2	16		3000	1060	106	20	26	22	4
5.0		785.0										

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-16

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 793 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V1:PROJECTS\G17280 - EL CHAPARRAL STREET\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (8-inches)										
0.7		792.3 BASEROCK (4-inches)										
1.0		792.0 LEAN CLAY: Gray and dark brown, trace lignite	ST 1	21		5000	3810	107	20	33	16	17
2.5		--: becomes brown and gray, trace gravel	ST 2	20		3500	3850	102	22			
5.0		788.0										

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-17

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 740 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (5-inches)										
0.4			739.6									
0.7		BASEROCK (3-inches)	739.3									
		SHALEY LEAN TO FAT CLAY: Whitish brown, trace sand										
2.5				ST 1	10							
3.0			737.0			3500	2440	110	19	49	22	27
		SHALE: Gray to purple										
5.0			735.0	ST 2	12	9000	8420	125	12	38	20	18

No Refusal
 Bottom of borehole at 5.0 feet.

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V1:PROJECTS==G17280-EL CHAPARRAL STREETSUPPORTING DOCUMENTS\G17280.GPJ

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BORING NUMBER B-18

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 748 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V1==PROJECTS==\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5												
0.8		BASEROCK (3-inches)										
		FAT CLAY: Dark gray										
2.5			ST 1	14		4500	4400	99	26	59	21	38
3.0												
		LEAN TO FAT CLAY: Brown and gray										
5.0			ST 2	17		4500	4510	106	21	40	15	25
5.0												

No Refusal
 Bottom of borehole at 5.0 feet.

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 Columbia, MO 65203
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BORING NUMBER B-19

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 770 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V:\PROJECTS\IGEDOT\PROJECTS\2017\G17280-EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5			769.5									
0.8		BASEROCK (3-inches)	769.3									
		FAT CLAY: Dark gray										
2.5			ST 1	7		2000			33			
		--; becomes brown, trace lignite										
5.0			ST 2	9		2000	2350	92	30			
5.0			765.0									

No Refusal
 Bottom of borehole at 5.0 feet.

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 Columbia, MO 65203
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BORING NUMBER B-20

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 775 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING --- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V1=====PROJECTS=====IGEOT PROJECTS2017G17280 - EL CHAPARRAL STREETSSUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (5-inches)										
0.4		774.6										
0.8		BASEROCK (3-inches)										
		774.3										
		UNCONTROLLED FILL: Dark brown, trace to with organics										
2.0		773.0	ST 1	10		2000		93	29			
		FAT CLAY: Brown and gray, trace lignite										
2.5												
4.0		771.0	ST 2	24		1000	1180	97	26	34	20	14
		LEAN CLAY: Gray										
5.0		770.0										

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-21

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 786 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING --- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE_GDT - 12/12/17 08:48 - V:\PROJECTS\G17280 - EL CHAPARRAL STREET SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5			785.5									
0.8		BASEROCK (3-inches)	785.3									
		FAT CLAY: Gray, trace gravel, trace lignite										
2.5				ST 1	13							
						2500	2730	94	28	68	25	43
3.0			783.0									
		LEAN TO FAT CLAY: Gray and brown, trace lignite										
				ST 2	24							
						2500	2120	102	25			
5.0			781.0									

No Refusal
 Bottom of borehole at 5.0 feet.

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BORING NUMBER B-22
 PAGE 1 OF 1

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 742 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING --- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5			741.5									
0.8		BASEROCK (3-inches)	741.3									
		FAT CLAY: Dark gray										
2.5			ST 1	24		3000	3540	101	24			
3.0			739.0									
		LEAN TO FAT CLAY: Gray and brown, trace lignite										
		--: trace sand	ST 2	18		2000	1800	102	24	41	21	20
5.0			737.0									

No Refusal
 Bottom of borehole at 5.0 feet.

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE:GDT - 12/12/17 08:48 - V1/1/17-PROJECTS-1G17280-EL CHAPARRAL STREETSUPPORTING DOCUMENTS\G17280.GPJ

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BORING NUMBER B-23

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivision
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 763 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING -- Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING -- Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING -- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V1==PROJECTS==\G17280 - EL CHAPARRAL STREETS\SUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5		762.5										
0.6		BASEROCK (3-inches)										
		762.3										
		LEAN TO FAT CLAY: Brown and gray, trace sand, trace gravel (Glacial Drift)										
2.5			ST 1	15		5000	4250	104	20	46	17	29
3.0		760.0										
		SHALEY FAT CLAY: Brown and gray, trace gravel										
5.0		758.0	ST 2	20		2500	2010	107	21			

No Refusal
 Bottom of borehole at 5.0 feet.

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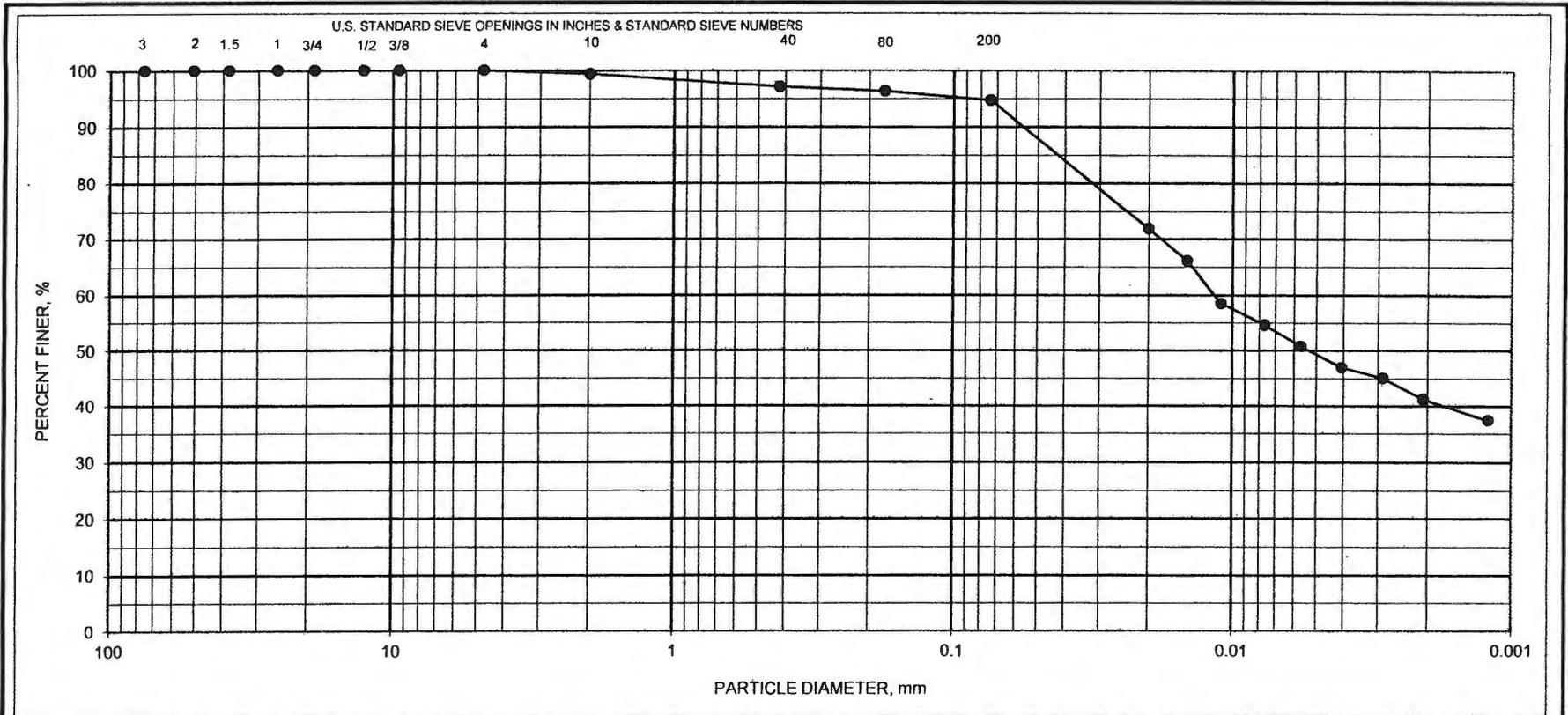
BORING NUMBER B-24

CLIENT Boone County Resource Management PROJECT NAME Street Rehab - El Chaparral Subdivison
 PROJECT NUMBER G17280 PROJECT LOCATION Columbia, Missouri
 DATE STARTED 11/15/17 COMPLETED 11/15/17 GROUND ELEVATION 762 ft MSL HOLE SIZE 4"
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:
 DRILLING METHOD 4" SSA AT TIME OF DRILLING — Not Encountered
 LOGGED BY Friedman CHECKED BY Lidholm AT END OF DRILLING — Not Encountered
 NOTES Borehole backfilled upon completion 0.25hrs AFTER DRILLING — Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 12/12/17 08:48 - V1===PROJECTS===G17280 - EL CHAPARRAL STREETSUPPORTING DOCUMENTS\G17280.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		CONCRETE (6-inches)										
0.5		761.5 BASEROCK (10-inches)										
1.3		760.7 UNCONTROLLED FILL: Gray, with gravel	ST 1	11		3000		105	22			
2.5			ST 2	8		4000			13			
5.0		757.0										

No Refusal
 Bottom of borehole at 5.0 feet.



GRAVEL		Sand			Silt	Clay
Coarse	Fine	Coarse	Medium	Fine		

GRAIN SIZE DISTRIBUTION CURVE

BORING NO.	SAMPLE NO.	DEPTH, feet	ASTM DESCRIPTION	UNIFIED SYMBOL	NAT. WC. %	ATTERBERG LIMITS		
						LL	PL	PI
B-8	S-1	1-3	FAT CLAY: Dark gray, trace sand	CH	30	58	21	37

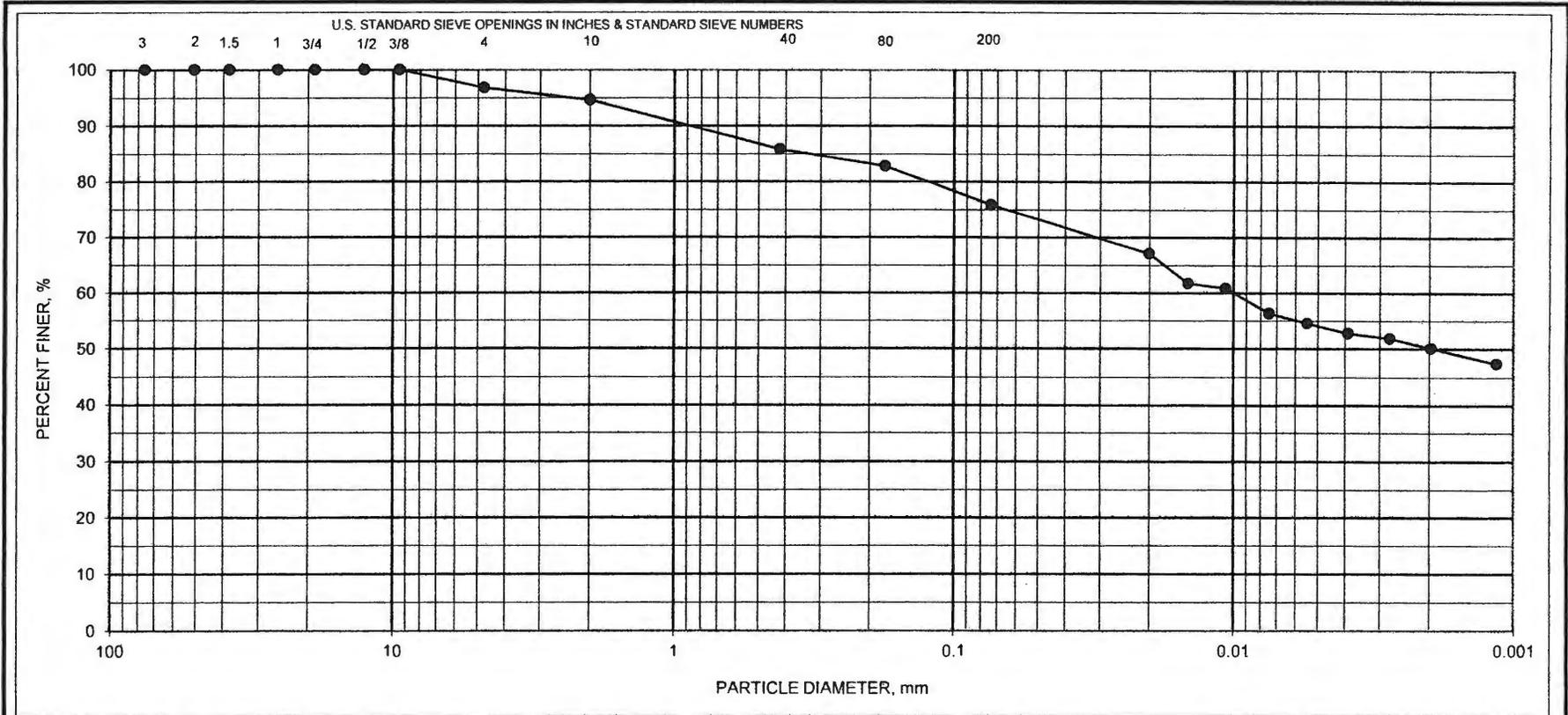
PROJECT Street Rehab - El Chaparral Subdivision

Columbia, Missouri

JOB NO. G17280

DATE 12/6/2017





GRAVEL		Sand			Silt	Clay
Coarse	Fine	Coarse	Medium	Fine		

GRAIN SIZE DISTRIBUTION CURVE

BORING NO.	SAMPLE NO.	DEPTH, feet	ASTM DESCRIPTION	UNIFIED SYMBOL	NAT. WC, %	ATTERBERG LIMITS		
						LL	PL	PI
B-14	S-1	1-3	FAT CLAY: Brown, with sand, trace gravel	CH	32	71	24	47

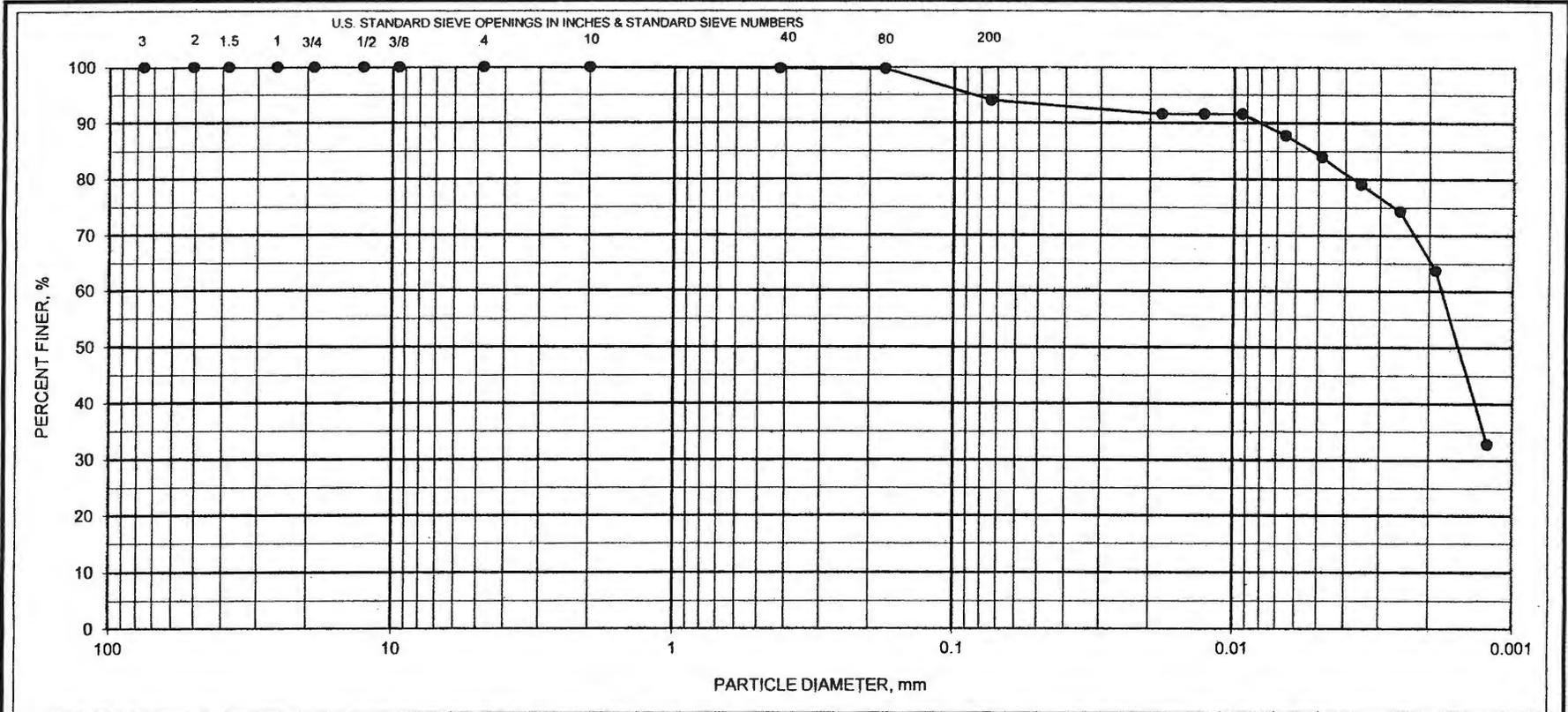
PROJECT Street Rehab - El Chaparral Subdivision

Columbia, Missouri

JOB NO. G17280

DATE 12/6/2017





GRAVEL		Sand			Silt		Clay
Coarse	Fine	Coarse	Medium	Fine			

GRAIN SIZE DISTRIBUTION CURVE

BORING NO.	SAMPLE NO.	DEPTH, feet	ASTM DESCRIPTION	UNIFIED SYMBOL	NAT. WC, %	ATTERBERG LIMITS		
						LL	PL	PI
B-17	S-1	1-3	SHALEY LEAN TO FAT CLAY: Whitish brown, trace sand	CL-CH	19	49	22	27

PROJECT Street Rehab - El Chaparral Subdivision

Columbia, Missouri JOB NO. G17280 DATE 12/6/2017



BORING LOG LEGEND AND NOMENCLATURE

Sample Type	Description
AU	Auger sample, disturbed, obtained from auger cuttings
NR	No recovery or lost sample
RC	Rock core, diamond core bit, nominal 2-inch diameter rock sample (ASTM D 2113)
ST	Thin walled (Shelby) tube sample, relatively undisturbed (ASTM D 1587)
SPT	Split spoon sample, disturbed (ASTM D 1586)
VA	Shear vane (ASYM D 2753)

Grain Size Terminology	
Boulders	Larger than 12-inches
Cobbles	3-inches to 12-inches
Gravel	Retained on #4 sieve to 3-inches
Sand	Retained on #200 sieve but passes #4 sieve
Silt or Clay	Passes #200 sieve

Descriptor	Relative Proportion of Sand and Gravel	Relative Proportion of Fines
Trace	Less than 15% by dry weight	Less than 5% by dry weight
With	15% to 30% by dry weight	5% to 12% by dry weight
Modifier	More than 30% by dry weight	More than 12% by dry weight

Relative Density of Coarse grained Soils	
Descriptive Term	SPT N-Value, Blows/Foot
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50+

Consistency of Fine Grained Soils		
Descriptive Term	SPT N-Value, Blows/Foot	Unconfined Compressive Strength, psf
Very Soft	0 - 1	< 500
Soft	2 - 3	500 - 1,000
Medium	4 - 9	1,001 - 2,000
Stiff	10 - 29	2,001 - 4,000
Very Stiff	30 - 49	4,001 - 8,000
Hard	50+	> 8,000

USCS Soil Classification System					
Major Divisions			Group Symbol	Group Name	
coarse grained soils more than 50% retained on #200 sieve	gravel >50% of coarse fraction retained on #4 (4.75 mm) sieve	clean gravel >5% small than #200 sieve	GW	well-graded gravel, fine to coarse gravel	
		gravel with >12% fines	GP	poorly graded gravel	
		sand >50% of coarse fraction passes #4 (4.75 mm) sieve	clean sand	GM	silty gravel
			sand with >12% fines	GC	clayey gravel
	fine grained soils more than 50% passes #200 sieve	silt and clay liquid limit < 50	inorganic	SW	well-graded sand, fine to coarse sand
				SP	poorly graded sand
			silt and clay liquid limit ≥ 50	inorganic	SM
		SC			clayey sand
organic		ML		silt	
		CL	clay		
highly organic soils	organic	MH	silt of high plasticity, elastic silt		
		CH	clay of high plasticity, fat clay		
		OH	organic clay, organic silt		
		PT	peat		

Weathering	Description of Rock Properties
Fresh	No discoloration. Not oxidized.
Slightly weathered	Discoloration or oxidation of most surfaces but at short distance from fractures
Moderately weathered	Discoloration or oxidation extends from fractures, usually throughout. All fractured surfaces are oxidized or discolored.
Severely weathered	Discoloration or oxidation throughout. All fractured surfaces are oxidized or discolored. Surfaces are friable.
Decomposed	Resembles a soil. Partial or complete remnant rock structure may be present.

Rock Quality Designator (RQD)	
RQD, %	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 - 25	Very poor

Joint, Bedding, and Foliation Spacing in Rock		
Spacing	Joints	Bedding/Foliation
< 2-inches	Very close	Very thin
2-inches - 1-foot	Close	Thin
1-foot - 3-feet	Moderately Close	Medium
3-feet - 10-feet	Wide	Thick
>10-feet	Very Wide	Very thick

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

21st

day of

March

20 19

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

Now on this day, the County Commission of the County of Boone does hereby release the Irrevocable Letter of Credit No. 7000132, from Martinsburg Bank and Trust in the amount of \$54,006. Said letter of credit was issued on behalf of Beacon Street Properties, LLC. for stormwater improvements located at 7700 S. High Point Lane, Columbia, Missouri. The work has been completed as required. The original Commission Order accepting the letter of credit is 190-2017.

It is further ordered the Presiding Commissioner is hereby authorized to sign said release of the Irrevocable Letter of Credit.

Done this 21st day of March 2019.

Daniel K. Atwill
Presiding Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
PHONE (573) 886-4330 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

March 15, 2019

Garry Melton, Sr. Commercial Officer
Martinsburg Bank and Trust
4840 N. Rangeline Street
Columbia, MO 65203

Re: Irrevocable Letter of Credit No. 7000132
Dated: 3/14/2017

In Favor of Boone County, Missouri on behalf of Beacon Street Properties, LLC

Sir:

This certificate authorizes reduction in the amount of \$54,006.00 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

BOONE COUNTY, MISSOURI

BY:

Dan Atwill, Presiding Commissioner

APPROVED BY:

Stan Shawver, Director, Resource Management

ATTEST:

Brianna L. Lennon, Boone County Clerk

Commission Order: 124-2019

1349

190-2017

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of April

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Beacon Street Properties, LLC for the Heatherhill Estates development.

The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of April, 2017.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: March 9, 2017

Developer/Owner Name: Beacon Street Properties, LLC
Address: 3810 Buttonwood Dr., Suite 101
Columbia, MO 65201

Development: Heatherhill Estates

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Heatherhill Estates. The SWPPP and ESC was prepared by A Civil Group, LLC. on February 13, 2017.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 31st day of December, 2017, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$54,006.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of XX months
- Corporate surety bond issued to Boone County

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 31, 2017, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 31, 2017, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or

partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: Scott Linnemeyer

Printed Name: SCOTT LINNEMEYER

Title: MEMBER

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver
Stan Shawver, Director Resource Management

County Commission:

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

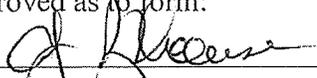
Attest:

Wendy S. Noren
Wendy S. Noren, Boone County Clerk

County Treasurer

Tom Darrough
Tom Darrough, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor



Martinsburg Bank and Trust

Member FDIC

400 S. Muldrow St.
Mexico, MO 65265
Phone: 573-581-6566

107 W. Kellett St.
Martinsburg, MO 65264
Phone: 573-492-6232

106 E. Hudson St.
Wellsville, MO 63384
Phone: 573-684-3177

1265 Aguilar Dr.
Montgomery City, MO 63361
Phone: 573-564-2680

214 S. Allen St.
Centralia, MO 65240
Phone: 573-682-3300

500 N. Rt. B
Hallsville, MO 65255
Phone: 573-696-1425

1300 W. Hwy. 54
Vandalia, MO 63382
Phone: 573-594-3244

4840 N. Rangeline St.
Columbia, MO 65203
Phone: 573-442-8052

1101 W. Monroe St.
Mexico, MO 65265
Phone: 573-581-6566

www.martinsburgbank.com

IRREVOCABLE LETTER OF CREDIT

NO. 7000132

DATE:

3/14/2017

Amount:

\$54,006.00

County of

Boone

Attn: Director, Resource

Management

801 E Walnut St,

Rm. 315

Columbia, MO

65201

Ladies and
Gentlemen:

We hereby authorize the County of Boone to draw on Martinsburg Bank and Trust for the account of Beacon Street Properties, LLC up to an aggregate amount of \$54,006.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Martinsburg Bank and Trust Letter of Credit # 7000132 Dated 03/14/17."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before 03/14/2019, provided further that upon such expiration, either at *two years time*, or such extended period as contemplated herein we shall immediately transfer the

balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Martinsburg Bank and Trust within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: 

Garry Melton,
Sr. Commercial Officer

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

March 14, 2017

**Martinsburg Bank and
Trust
107 W. Kellett St.,
PO Box 66
Mexico, MO 65265
Attention: Bank Senior VP**

Re: Bank Letter of Credit No.: **7000132**
Dated: 03/14/17
In Favor of Boone County, Missouri on behalf of **Beacon Street Properties,
LLC**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Martinsburg Bank and Trust (the "Bank"), with reference to Irrevocable Letter of Credit No. **7000132** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #_____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Resource Management

Wendy S. Noren, Boone County Clerk

Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

March 14, 2017

**Martinsburg Bank and
Trust
107 W. Kellett St.
PO Box 66
Mexico, MO 65265
Attention: Bank Senior VP**

Re: Bank Letter of Credit No.: **7000132**
Dated: 03/14/17
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Resource Management

Wendy S. Noren, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

21st

day of

March

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Baha'i Faith Community on May 24th, 2019 from 5:30 pm to 8:30 pm and on October 6th, 2019 from 10:30 am to 6:30 pm.

Done this 21st day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

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: 205 Blue 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 celebration of holy days _____

Description of Use (ex. Speaker, meeting, reception): Speaker and reception, and showing a film _____

Date(s) of Use: Friday May 24, 2019 _____

Start Time of Setup: 5:30: pm _____ AM/PM Start Time of Event: 600pm _____ AM/PM

End Time of Event: 8:00 pm _____ AM/PM End Time of Cleanup: 8:30pm _____ 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 secretary _____

Phone Number: 573-445-6853 _____ Date of Application, March 17/2019 _____

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@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

BOONE COUNTY, MISSOURI

Branna L. Lennon

County Clerk

[Signature]

County Commissioner

DATE: 3-21-19 _____



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: 205 Blue 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 celebration of holy days _____

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

Date(s) of Use: Sunday October 6/2019 _____

Start Time of Setup: 10:30: am _____ AM/PM Start Time of Event: 11:30am _____ AM/PM

End Time of Event: 5:00 pm _____ AM/PM End Time of Cleanup: 6:30pm _____ 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 secretary _____

Phone Number: 573-445-6853 _____ Date of Application, March 17/2019 _____

Email Address: farahn19@yahoo.com _____

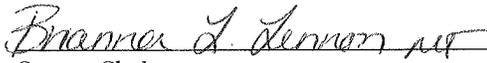
Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

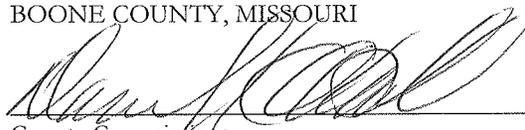
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

BOONE COUNTY, MISSOURI


County Clerk


County Commissioner

DATE: 3-21-19 _____