

139-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 4th day of April 2019

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

Now on this day, the County Commission of the County of Boone does hereby recognize Assistance League of Mid-Missouri on its 25th Anniversary.

Done this 4th day of April 2019.

ATTEST:

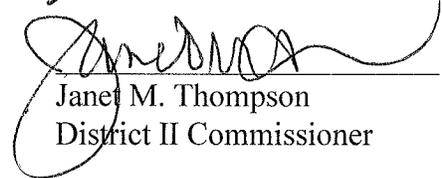
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**PROCLAMATION RECOGNIZING
ASSISTANCE LEAGUE® OF MID-MISSOURI
ON ITS 25TH ANNIVERSARY**

- WHEREAS,** Assistance League of Mid-Missouri (ALMM) was chartered on September 1994 as a nonprofit organization serving the identified needs of children and adults in the Columbia community; and
- WHEREAS,** the 76 volunteer charter members of the new organization began designing programs to meet assessed needs and developing a variety of fundraisers to support the goods and services required; and
- WHEREAS,** the first program, Kaboodle Kits, started in 1992 distributing personal hygiene items to school children and has grown to providing nutritional, cleaning, and hygiene items for all ages through distribution by several community agencies. Over 40,000 people have received assistance; and
- WHEREAS,** Operation School Bell® began in 1996 and provides new clothing for Columbia Public School students. In 20 years, the OSB program has dressed over 25,700 Columbia children at a cost of \$2,204,560 and 39,000 volunteer hours; and
- WHEREAS,** Links to Learning first funded 11 innovative learning projects totaling \$2,093 for Columbia Public School students in 1993. By 2019, 3,194 faculty members had received awards totaling \$1,529,983 to enrich classroom learning for thousands of students; and
- WHEREAS,** on April 15, 1999, Upscale Resale opened with displays of donated clothing, housewares, books, and furniture. Sales of community donations provide the majority of funds to support ten philanthropic programs in the community; and
- WHEREAS,** ALMM has now grown to more than 300 volunteer members including a Professional Leaders Auxiliary and a Juniors Committee. In 25 years of community service, ALMM has served 160,767 people, given \$5,015,323 in services and programs, and contributed 800,931 in service hours.
- THEREFORE,** the Boone County Commission does hereby recognize Assistance League of Mid-Missouri on its twenty-fifty anniversary and extends its sincerest appreciation for ALMM's continuous service to this community.

IN TESTIMONY WHEREOF, this 4^h day of April, 2019.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 4th day of April 2019

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2431 E. Alan Circle, parcel #12-415-20-01-082.00 01.

Done this 4th day of April 2019.

ATTEST:

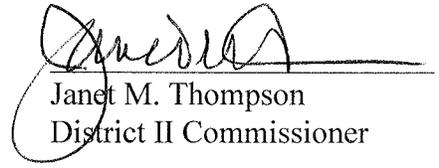
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	April Session
2431 E. Alan Circle	)	April Adjourned
Columbia, MO	)	Term 2019
	)	Commission Order No. <u>140-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 4th day of April 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: revealed junk, trash, rubbish, garbage and other refuse on the premises.
4. The location of the public nuisance is as follows: 2431 E. Alan Circle, Gregory Heights Subdivision 3, Replat 1, Lot 112, a/k/a parcel# 12-415-20-01-082.00 01, Section 20, Township 49, Range 12 as shown in deed book 1053 page 0705, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 16th day of February to the property owner and on the 25th day of February to the lien holder.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

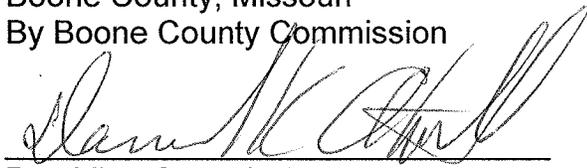
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



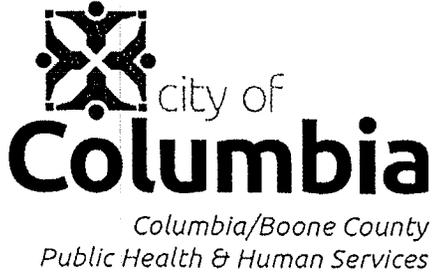
Boone County Clerk

Photographs taken 3/14/19 @ ~ 2:20 pm
2431 E. Alan Circle



Leona R. Phillips
2431 E. Alan Circle
Health Department nuisance notice - timeline

- 2/13/19: citizen complaint received
- 2/13/19: initial inspection conducted
- 2/14/19: notice of violation notices sent to owner and lien holder, return receipt requested
- 2/16/19: owner notice claimed
- 2/25/19: lien holder notice claimed
- 3/1/19: citizen complaint received
- 3/11/19: citizen complaint received
- 3/14/19: reinspection conducted – violation not abated - photographs taken at ~ 2:20 pm
- 3/18/19: hearing notice sent



HEARING NOTICE

Leona R. Phillips
2431 E. Alan Circle
Columbia, MO 65202-9222

An inspection of the property you own located at 2431 E. Alan Circle (parcel # 12-415-20-01-082.00 01) was conducted on February 13, 2019 and revealed junk, trash, rubbish, garbage and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that the a hearing will be held before the County Commission on Thursday, April 4, 2019 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 18th day of

March 2019 by BLR



HEARING NOTICE

Regions Bank
PO Box 830721
Birmingham, AL 35282

An inspection of the property you hold a lien on located at 2431 E. Alan Circle (parcel # 12-415-20-01-082.00 01) was conducted on February 13, 2019 and revealed junk, trash, rubbish, garbage and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that the a hearing will be held before the County Commission on Thursday, April 4, 2019 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 18th day of

March 2019 by BLR



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Leona R. Phillips
2431 E. Alan Circle
Columbia, MO 65202-9222

An inspection of the property you own located at 2431 E. Alan Circle (parcel # 12-415-20-01-082.00 01) was conducted on February 13, 2019 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 14th day of February 2019 by DR.



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

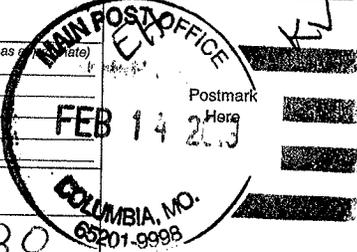
OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$



Postage

\$

Total Postage and Fees

\$

6.80

Sent To

Leona R Phillips
 Street and Apt. No., or PO Box No.
 2431 E Alan Circle
 City, State, ZIP+4®
 Columbia, Mo 65202

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7016 0040 0000 9884 5244

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Leona R Phillips
 2431 E Alan Circle
 Columbia, Mo
 65202



9590 9402 4049 8079 0982 13

2. Article Number (Transfer from service label)

118 0040 0000 9884 5244

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Sarah Wolfe

Agent

Addressee

B. Received by (Printed Name)

Sarah Wolfe

C. Date of Delivery

2-16-19

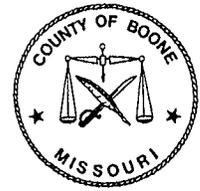
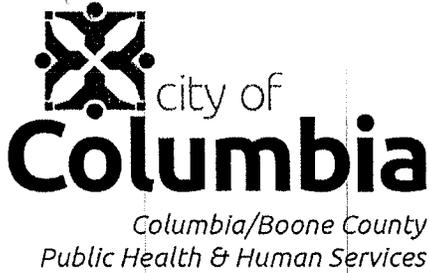
D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Regions Bank
PO Box 830721
Birmingham, AL 35282

An inspection of the property you hold a lien on located at 2431 E. Alan Circle (parcel # 12-415-20-01-082.00 01) was conducted on February 13, 2019 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 14th day of

February 2019 by DR.

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7018 0040 0000 9884 5237

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

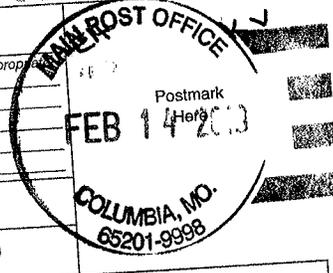
Total Postage and Fees \$ Ca. 80

Sent To Regions Bank

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® Birmingham AL 35282

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p>
<p>1. Article Addressed to:</p> <p><u>Regions Bank</u> <u>PO Box 830721</u> <u>Birmingham, AL</u> <u>35282</u></p> <p> 9590 9402 4049 8079 0982 20</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: _____</p> <p></p>
<p>2. Article Number (Transfer from service label) <u>118 0040 0000 9884 5237</u></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>



Kristine Vellema <kris.vellema@como.gov>

Re: 1 message

Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>
To: Kristine Vellema <Kris.Vellema@como.gov>

Wed, Feb 13, 2019 at 11:40 AM

yep

On Wed, Feb 13, 2019 at 11:10 AM Kristine Vellema <Kris.Vellema@como.gov> wrote:
George Young - 2431 Alan Circle (Gregory Heights) - trash out since before beginning of the year, adding to it all the time

I assume this is mine :)

2-13! trash junk

--

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: kris.vellema@como.gov or by calling 573-874-7346.

Kristine N. Vellema
Environmental Public Health Specialist
Columbia/Boone County Department of Public Health
1005 W. Worley Street
Columbia, MO 65203
(573) 874-7346
(573) 817-6407 FAX

--
Kala Wekenborg-Tomka, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573.874.7346 www.gocolumbiamo.com

My e-mail address has changed to: michala.wekenborg@como.gov Thank you!

CONFIDENTIALITY STATEMENT



Kristine Vellema <kris.vellema@como.gov>

Fwd: Nuisance/Health Risk County

1 message

Kala Tomka <Michala.Wekenborg@como.gov>

Fri, Mar 1, 2019 at 4:09 PM

To: Kristine Vellema <kris.vellema@como.gov>, Garth Baker <garth.baker@como.gov>

this sounds familiar - do either of you have anything on this already? If no, Kris this will go to you, Garth got one earlier today

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>

Date: Fri, Mar 1, 2019 at 3:15 PM

Subject: Nuisance/Health Risk County

To: Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Caller Information:

Molly

816-769-9487

Molly was stating that at the address of 2431 (or 2433) East Alan Circle, which is just outside of city limits, there are 4 roll carts full of trash, trash bags all around those, a sofa, and a shopping cart at this residence. These items have been at the location for at least 2 months with no pickup of any of the items. Molly states not only does it look bad, it presents a health hazard.

Molly states an elderly lady lives at this location, with all kinds of cars coming and going. Molly is concerned about the lady's well being. I mentioned she might call the Department of Aging if she feels elder neglect is present.

Molly would like a call back on what might be able to be done about the situation, and if she should, in fact, call the Department of Aging.

Thanks!

Donna Rivers
Environmental Health
Senior Administrative Support Assistant



Kristine Vellema <kris.vellema@como.gov>

Fwd: 2431 E Alan Circle (complaint)

1 message

Kala Tomka <Michala.Wekenborg@como.gov>

Mon, Mar 11, 2019 at 12:59 PM

To: Kristine Vellema <kris.vellema@como.gov>

Think this was yours

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>

Date: Mon, Mar 11, 2019 at 12:59 PM

Subject: 2431 E Alan Circle (complaint)

To: Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

This is a follow-up call, about a concern she voiced last week. There are bags of garbage, furniture, and other stuff which has been at the location for 2 to 3 months now.

Molly - 816-769-9487

Thanks!

Donna Rivers
Environmental Health
Senior Administrative Support Assistant

--

Kala W. Tomka, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573.874.7346 www.gocolumbiamo.com

My e-mail address has changed to: michala.wekenborg@como.gov Thank you!

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.

Boone County, Missouri

Filed for record on January 19 1994 at 3:51:07 PM in Boone Co. Mo.
Document No. 1396 recorded in Book 1053 page 705 *Bette Johnson, Recorder of Deeds*

Unofficial Document

BENEFICIARY DEED

705

THIS DEED, made this 19 day of January, 1994, wherein GRANTOR, LEONA RUTH PHILLIPS, a single person, surviving widow of LOWELL E. PHILLIPS, of the County of Boone, State of Missouri, without consideration does by these presents GRANT, BARGAIN AND SELL, AND CONVEY AND CONFIRM unto GRANTEE BENEFICIARIES, as joint tenants, and their assigns, and the heirs and assigns of the survivor, named as follows: AARON D. PHILLIPS and MELINDA J. PHILLIPS, as joint tenants and not as tenants in common,

Grantees' Address: 2431 Alan Circle, Columbia, MO 65202

the following described real estate, situated in Boone County, Missouri:

Lot 112 GREGORY HEIGHTS SUBDIVISION ADDITION NO. 3 REPLAT NO. 1 as shown on the Plat thereof recorded in Plat Book 10 Page 37 of the Boone County Records.

Subject to easements and restrictions of record.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging unto the said Grantee Beneficiaries, as joint tenants, and their assigns, and the heirs and assigns of the survivor of such Grantee Beneficiary forever.

THIS BENEFICIARY DEED is executed pursuant to Section 461.025 of the Missouri Revised Statutes. It is not effective to convey title to the above described real estate until Grantor's death. This deed is subject to revocation and change in the manner provided by law.

IN WITNESS WHEREOF, Grantor executes this beneficiary deed on the day and year first above written.

Leona Ruth Phillips
LEONA RUTH PHILLIPS

STATE OF MISSOURI)
COUNTY OF BOONE) ss.

On this 19 day of January, 1994, before me personally appeared LEONA RUTH PHILLIPS, a single person, known to me to be the person described in and who executed the foregoing beneficiary deed as Grantor, and acknowledged to me that she executed the same as her free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal in the County and State aforesaid, on the day and year above written.

My commission expires:
12-21-97

Chris Teter
Chris Teter, Notary



STATE OF MISSOURI)
COUNTY OF BOONE) ss.

Document No. 1396



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 19th day of January 1994 at 3 o'clock and 57:07 minutes PM and is truly recorded in Book 1053 Page 705.

Witness my hand and official seal on the day and year aforesaid.

BETTE JOHNSON, RECORDER OF DEEDS

BY *[Signature]* deputy

Nora Dietzel, Recorder of Deeds

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time 02/02/2010 at 01:21:58 PM

Instrument # 2010001944 Book 3602 Page 22

Grantor PHILLIPS, LEONA R
Grantee REGIONS BANK

Instrument Type DT
Recording Fee \$81.00 S
No of Pages 20

Bette Johnson
Bette Johnson, Recorder of Deeds



76207950 - (Space above reserved for Recorder of Deeds certification)

NBC Recording Requested by & When Recorded Return To:

U.S. Recordings, Inc. 2925 Country Drive St. Paul, MN 55117

Title of Document DEED OF TRUST

Date of Document January 19, 2010

Grantor(s) LEONA R PHILLIPS
MELINDA J PHILLIPS

Grantee(s) REGIONS BANK

Grantee Mailing Address(s) P.O BOX 830721
BIRMINGHAM, AL 3283

35283 95282

Legal Description

LOT 112 GREGORY HEIGHTS SUBDIVISION ADDITION NO. 3 REPLAT NO 1 AS
SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 37 OF THE
BOONE COUNTY RECORDS

If not on cover page, see page _____ for complete legal description

Reference Book and Page(s)

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 4th day of April 2019 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 11601 N Hecht Road, parcel #07-900-25-00-007.00 01.

Done this 4th day of April 2019.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	April Session
11601 N Hecht Rd	)	April Adjourned
Hallsville, MO 65255	)	Term 2019
	)	Commission Order No. <u>141-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 4th day of April 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 11601 N Hecht Road, Hallsville, MO, a/k/a parcel# 07-900-25-00-007.00 01, A tract of land located in the Northwest Quarter of the Southeast Quarter survey recorded in Book 470, Page 58, Section 25, Township 50, Range 12 as shown by deed book 3771 page 0136, Boone County.
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 24th day of February 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner and lien holder were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

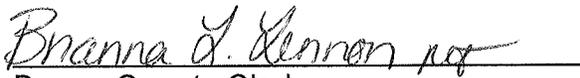
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

David and Nancy Bias

11601 N Hecht Road

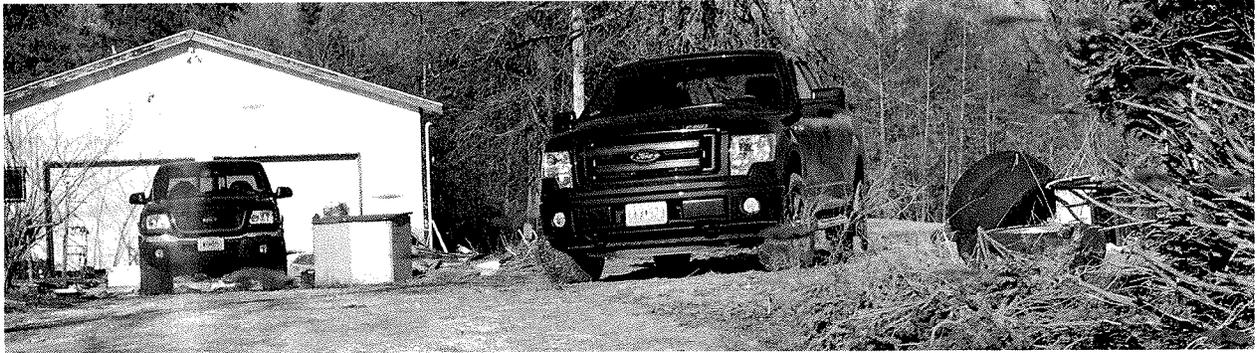
Health Department nuisance notice – timeline

- 2/5/19: Citizen complaint received
- 2/5/19: Initial inspection conducted
- 2/6/19: Notice of violation sent to owner, return receipt requested
- 2/24/19: Notice of violation posted in local newspaper
- 3/18/19: Reinspection conducted – violation not abated - photographs at ~ 9:35 a.m.
- 3/19/19: Hearing notice sent

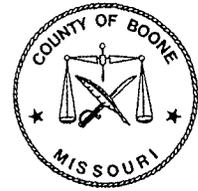
Photographs taken 3/18/19 @ ~ 9:35 a.m.

11601 N Hecht Road

Trash, rubbish and garbage on the premises







HEARING NOTICE

BIAS NANCY D & DAVID O
PO BOX 57
HALLSVILLE, MO 65255-0057

An inspection of the property you own located at 11601N Hecht Road (parcel # 07-900-25-00-007.00 01) was conducted on March 18, 2019, and revealed trash, rubbish and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that the a hearing will be held before the County Commission on April, 4, 2019 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 19th day of

March 2019 by DLR

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
 County of Boone)

I, Jason Meyer, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ February 24, 2019
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$62.88

Subscribed & sworn to before me this 25th day of February, 2019

By: Jason Meyer
 Jason Meyer
Sandra L. Rother
 Notary Public



SANDRA L. ROTHER
 My Commission Expires
 September 9, 2019
 Boone County
 Commission #15638071

**NOTICE OF DECLARATION OF
 PUBLIC NUISANCE
 AND ORDER OF ABATEMENT**

**BIAS NANCY D & DAVID O
 PO BOX 57
 HALLSVILLE, MO 65255-0057**

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 11601
 North Hecht Road as shown by
 deed book 3771 page 0136

Type of Nuisance: trash, rubbish
 and garbage.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and
Publication: February 24, 2019.

Stephanie Browning,
Director, Columbia/Boone County
Department of Public Health

INSERTION DATES: February 24, 2019.

COLUMBIA DAILY TRIBUNE

P.O. Box 798 • Columbia, MO • 65205-0798

ADVERTISING INVOICE and STATEMENT

BILLING PERIOD		ADVERTISER/CLIENT NAME	
02/04/19 - 03/03/19		CC ENVIRONMENTAL HEALTH (PO 20190515)	
TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	TERMS OF PAYMENT	
128.49		NET DUE 28 DAYS	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
128.49	0.00	0.00	0.00

INVOICE NUMBER	PAGE #	BILLING DATE	BILLED ACCOUNT NUMBER	PARENT ACCOUNT NUMBER
1402279	1	03/03/2019	10270	10270

BILLED ACCOUNT NAME & ADDRESS: CC ENVIRONMENTAL HEALTH (PO 20190515)
 *** ACCTS PAYABLE
 1005 W WORLEY ST
 COLUMBIA MO 65203-2037

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	PUB	DESCRIPTION - OTHER COMMENTS / CHARGES	SIZE/PAGES	TIMES	RATE	BALANCE
			BALANCE FORWARD				63.79
02/24	2077165	CDT	BIAS NANCY D & DAVID O	68.00	1		61.88
02/24	2077165	CDT	Bold word charge	68.00			1.00
02/24	2077169	CDT	MACY PEGGY C/O JOHN MACY	71.00	1		64.61
02/24	2077169	CDT	Bold word charge	71.00			1.00
02/25	602220		PAYMENT				(63.79)

CONTRACT NAME: Net Dollar Volume	EXPIRES 09/30/2019	COMMITMENT 100000.00	PERIOD 10393.13	TO DATE 53108.88	TO FULFILL 46891.12
-------------------------------------	-----------------------	-------------------------	--------------------	---------------------	------------------------

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
128.49	0.00	0.00	0.00		128.49

COLUMBIA DAILY TRIBUNE

101 North 4th Street • P.O. Box 798
 Columbia, MO 65205 • (573) 815-1500

*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

ADVERTISER INFORMATION				
INVOICE NUMBER	BILLING PERIOD	BILLED ACCOUNT NUMBER	PARENT ACCOUNT NUMBER	ADVERTISER / CLIENT NAME
1402279	02/04/19 - 03/03/19	10270	10270	CC ENVIRONMENTAL HEALTH



Columbia/Boone County
Public Health & Human Services



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

BIAS NANCY D & DAVID O
PO BOX 57
HALLSVILLE, MO 65255-0057

An inspection of the property you own located at own located at 11601 N HECHT RD (parcel # 07-900-25-00-007.00 01) was conducted on February 5, 2019 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 6 day of February 2019 by AB.



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.





CITY OF COLUMBIA/E

DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH

1005 W. WORLEY STREET
P.O. BOX 6015
COLUMBIA, MISSOURI 65205-6015

CERTIFIED MAIL



7018 0040 0000 9884 5138

UNC

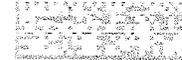
Master

FIRST-CLASS MAIL

02/08/2019

USPS

\$006.80



ZIP 65201
011E1285007

HAZARD AND/OR NUISANCE

BIAS NANCY D & DAVID O
PO BOX 57
HALLSVILLE, MO 65255-0057

NIXIE

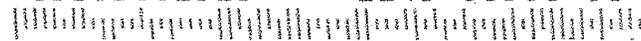
681 DE 1

0002/28/19

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 65205601515 *1149-06306-06-41

UNC
652056015
6520560057 BOX



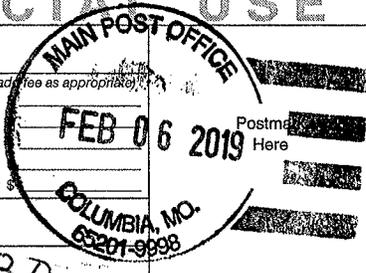
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	
<input type="checkbox"/> Return Receipt (electronic)	
<input type="checkbox"/> Certified Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature Required	
<input type="checkbox"/> Adult Signature Restricted Delivery	
Postage	\$
Total Postage and Fees	\$ <i>p. 80</i>
Sent To	<i>Nancy & David Bias</i>
Street and Apt. No., or PO Box No.	<i>P.O. Box 57</i>
City, State, ZIP+4®	<i>Hallsville, MO 66255</i>





Unofficial Document

Recorded in Boone County, Missouri

Date and Time 02/24/2011 at 02:57:34 PM

Instrument # 2011003366 Book 3771 Page 136

Grantor BIAS, NANCY D

Grantee BIAS, NANCY D

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

Battle Johnson, Recorder of Deeds



GENERAL WARRANTY DEED

THIS DEED, Made and entered into this day of 24th, February, 2011 by and between Nancy D. Bias (formerly Nancy D. Hartwig) and David O. Bias, wife and husband party or parties of the first part, of Boone County, State of Missouri, grantor(s), and Nancy D. Bias and David O. Bias, wife and husband, party or parties of the second part, of Boone County, State of Missouri, grantee(s). Grantee's mailing address is P.O. Box 57 Hallsville, MO 65255

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the COUNTY of BOONE and State of Missouri to wit:

A tract of land located in the Northwest Quarter of the Southeast Quarter of Section 25, Township 50 North, Range 12 West, as shown by Survey recorded in Book 470, Page 58, Records of Boone County, Missouri.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2007 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Nancy D. Bias signature and name

David O. Bias signature and name

Boone County, Missouri

Unofficial Document

BOONE COUNTY MO FEB 24 2011

STATE OF MISSOURI

COUNTY OF BOONE

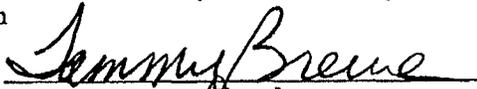
On this 24th day of February, 2011

Before me personally appeared

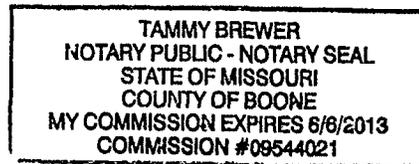
Nancy D. Bias (formerly Nancy D. Hartwig) and David O. Bias, wife and husband to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written

My term expires the day of , .


Signed

(SEAL)



Tom Schauwecker Assessor

Parcel 07-900-25-00-007.00 01 **Property Location** 11601 N HECHT RD

City	Road COMMON ROAD DISTRICT (CO)	School HALLSVILLE (R4)
Library COL BC LIBRARY (L4)	Fire BOONE COUNTY (F1)	

Owner	BIAS NANCY D & DAVID O	Subdivision Plat Book/Page
Address	PO BOX 57	Section/Township/Range 25 50 12
Care Of		Legal Description PT SE NW SE (SUR 470-58)
City, State, Zip HALLSVILLE, MO 65255 - 0057		Lot Size .00 × .00
		Irregular Shape
		Deeded Acreage 3.00
		Calculated Acreage .00
		Deed Book/Page 3771 0136 1327 0001

CURRENT APPRAISED

Type	Land	Bldgs	Total
RI	13,800	34,900	48,700
Totals	13,800	34,900	48,700

CURRENT ASSESSED

Type	Land	Bldgs	Total
RI	2,622	6,631	9,253
Totals	2,622	6,631	9,253

RESIDENCE DESCRIPTION

Year Built 1980 (ESTIMATE)	
Use 850	
Basement NONE (1)	Attic NONE (1)
Bedrooms 3	Main Area 960
Full Bath 1	Finished Basement Area 0
Half Bath 1	
Total Rooms 6	Total Square Feet 960

Boone County Assessor

801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymmo.org

Office (573) 886-4251
Fax (573) 886-4254

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the

4th

day of

April

2019

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 11800 N Hecht Road, parcel #07-900-25-00-001.01 01.

Done this 4th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
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

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	April Session
11800 N Hecht Rd	)	April Adjourned
Hallsville, MO 65255	)	Term 2019
	)	Commission Order No. <u>142-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 4th day of April 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 11800 N Hecht Road, Hallsville, MO, a/k/a parcel# 07-900-25-00-001.01 01, Track One (1) of Survey recorded in Book 1107, page 374, Boone County, Missouri Records, Section 25, Township 50, Range 12 as shown by deed book 2813 page 0137, Boone County.
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 7th day of February 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

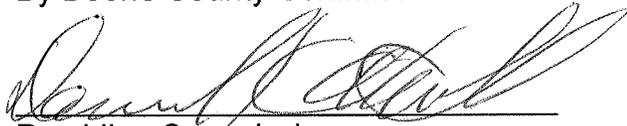
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

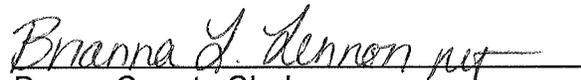
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Wesley Coats

11800 N Hecht Road

Health Department nuisance notice – timeline

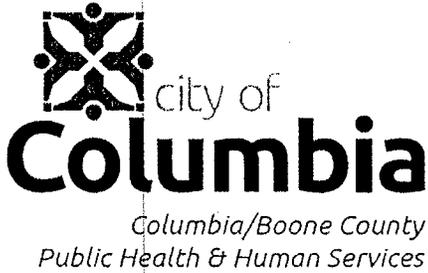
- 2/5/19: Citizen complaint received
- 2/5/19: Initial inspection conducted
- 2/6/19: Notice of violation sent to owner, return receipt requested
- 2/7/19: Owner notice received
- 3/13/19: Reinspection conducted – violation not abated - photographs at ~ 10:50 a.m.
- 3/19/19: Hearing notice sent

Photographs taken 3/13/19 @ ~ 10:50 a.m.

11800 N Hecht Road

Trash, rubbish and garbage on the premises





HEARING NOTICE

COATS WESLEY DALE
11800 N HECHT RD
HALLSVILLE, MO 65255

An inspection of the property you own located at 11800 N Hecht Road (parcel # 07-900-25-00-001.01 01) was conducted on March 18, 2019 and revealed trash, rubbish and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that the a hearing will be held before the County Commission on April, 4, 2019 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 19th day of

March 2019 by GBR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



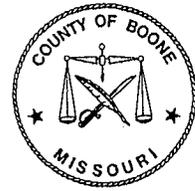
CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.





Columbia/Boone County
Public Health & Human Services



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

COATS WESLEY DALE
11800 N HECHT RD
HALLSVILLE, MO 65255

An inspection of the property you own located at own located at 11800 N HECHT RD (parcel # 07-900-25-00-001.01 01) was conducted on February 5, 2019 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 6 day of February 2019 by AB.

573.874.7781
 573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.



SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Wesley Dale Coats
11800 N. Hecht Rd.
Hallsville, MO 65255

Article Number (Transfer from service label)
0040 0000 9884 5183

Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent Addressee

B. Received by (Printed Name) *Wesley Coats* C. Date of Delivery *2/7*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

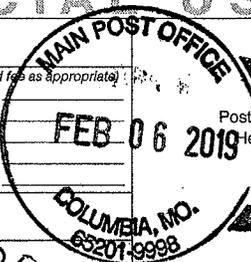
Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate):

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ *6.80*



Sent To *Wesley Dale Coats*

Street and Apt. No., or PO Box No. *11800 N. Hecht Rd.*

City, State, ZIP+4® *Hallsville, MO 65255*

PS Form 3800, April 2015 PSN 7570-02-000-9047 See Reverse for Instructions

Boone County, Missouri

BOONE COUNTY MO SEP 19 2005

Unofficial Document

And the Grantor, as Trustee only, and not as an individual, with all liability under this deed with respect to covenants or warranties expressly limited to assets of the trust estate, hereby covenants that Grantor, and successor trustees under the Trust Instrument, will warrant and defend the title to these premises unto the Grantee, and Grantee's heirs and assigns, forever, against the unlawful claims of all persons claiming under Grantor.

WITNESS THE HAND of the Grantor this 16 day of September, 2005.

SARAH A. COATS-BARNES REVOCABLE
LIVING TRUST INDENTURE

By Sarah A. Coats-Barnes
Sarah A. Coats-Barnes
Trustee under Trust Instrument

STATE OF ALABAMA)
COUNTY OF Fayette) ss.

On this 16th day of September, 2005, before me personally appeared Sarah A. Coats-Barnes, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed as such Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ~~Columbia, Missouri~~, the day and year first above written.

BERRY, ALABAMA

My commission expires: 5/2/09

Yvonne H. Espey
Notary Public

YVONNE H. ESPEY
(Type or Print Notary Public's Name)



Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the

4th

day of

April

20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 8350 Highway OO, parcel #07-604-24-01-004.00 01.

Done this 4th day of April 2019.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	April Session
8350 Highway OO	)	April Adjourned
Hallsville, MO 65255	)	Term 2019
	)	Commission Order No. <u>143-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 4nd day of April 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish, garbage, derelict/unlicensed/junk-filled/dismantled/inoperable two door gold car, two door silver car, and a green and brown Chrysler van on the premises.
4. The location of the public nuisance is as follows: 8350 Highway OO, Hallsville, MO, a/k/a parcel# 07-604-24-01-004.00 01, Coleman Subdivision Lot 2, Section 24, Township 50, Range 12 as shown by deed book 1042 page 0713, Boone County
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code and derelict/unlicensed/junk-filled/dismantled/inoperable two door gold car, two door silver car, and a green and brown Chrysler van in violation of section 6.9 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 24th day of February 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

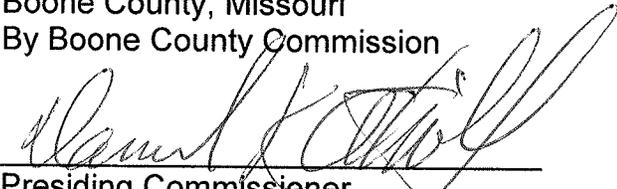
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

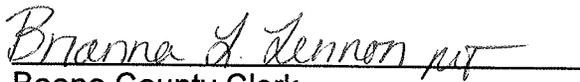
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 3/25/19 @ ~ 9:20 a.m.

8350 Highway OO

Trash, rubbish and garbage on the premises







John and Peggy Macy

8350 Highway OO

Health Department nuisance notice – timeline

- 2/5/19: Citizen complaint received
- 2/5/19: Initial inspection conducted
- 2/6/19: Notice of violation sent to owner, return receipt requested
- 2/24/19: Notice of violation posted in local newspaper
- 3/18/19: Reinspection conducted – violation not abated
- 3/19/19: Hearing notice sent
- 3/25/19: Reinspection conducted – violation not abated – photographs at ~ 9:20 a.m.



HEARING NOTICE

MACY PEGGY S C/O JOHN MACY
8350 E HWY OO
HALLSVILLE, MO 65255

An inspection of the property you own located at 8350 Highway OO (parcel # 07-604-24-01-004.00 01) was conducted on March 15, 2019 and revealed trash, rubbish, garbage, derelict/unlicensed/junk-filled/dismantled/inoperable two door gold car, two door silver car, and a green and brown Chrysler van on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that the a hearing will be held before the County Commission on April, 4, 2019 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 19th day of

March 2019 by DWR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.



AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Jason Meyer, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ February 24, 2019
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$65.61

By: Jason Meyer
Jason Meyer

Subscribed & sworn to before me this 25th day of February, 2019

Sandra L. Rother
Notary Public



SANDRA L. ROTHER
My Commission Expires
September 9, 2019
Boone County
Commission #15638071

**NOTICE OF DECLARATION OF
PUBLIC NUISANCE
AND ORDER OF ABATEMENT**

**MACY PEGGY C/O JOHN MACY
8350 E HWY OO
HALLSVILLE, MO 65255**

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 8350 E HWY
OO as shown by deed book 1042
page 0713

Type of Nuisance: trash, rubbish, garbage and dismantled/inoperable two door gold car, two door silver car, and a green and brown Chrysler van.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and
Publication: February 24, 2019

Stephanie Browning, Director,
Columbia/Boone County
Department of Public Health

INSERTION DATE: February 24, 2019.

COLUMBIA DAILY TRIBUNE

P.O. Box 798 • Columbia, MO • 65205-0798

ADVERTISING INVOICE and STATEMENT

BILLING PERIOD		ADVERTISER/CLIENT NAME	
02/04/19 - 03/03/19		CC ENVIRONMENTAL HEALTH (PO 20190515)	
TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	TERMS OF PAYMENT	
128.49		NET DUE 28 DAYS	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
128.49	0.00	0.00	0.00

INVOICE NUMBER	PAGE #	BILLING DATE	BILLED ACCOUNT NUMBER	PARENT ACCOUNT NUMBER
1402279	1	03/03/2019	10270	10270

BILLED ACCOUNT NAME & ADDRESS
 CC ENVIRONMENTAL HEALTH (PO 20190515)
 *** ACCTS PAYABLE
 1005 W WORLEY ST
 COLUMBIA MO 65203-2037

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	PUB	DESCRIPTION - OTHER COMMENTS / CHARGES	SIZE/PAGES	TIMES	RATE	BALANCE
			BALANCE FORWARD				63.79
02/24	2077165	CDT	BIAS NANCY D & DAVID O	68.00	1		61.88
02/24	2077165	CDT	Bold word charge	68.00			1.00
02/24	2077169	CDT	MACY PEGGY C/O JOHN MACY	71.00	1		64.61
02/24	2077169	CDT	Bold word charge	71.00			1.00
02/25	602220		PAYMENT				(63.79)

CONTRACT NAME: Net Dollar Volume	EXPIRES 09/30/2019	COMMITMENT 100000.00	PERIOD 10393.13	TO DATE 53108.88	TO FULFILL 46891.12
-------------------------------------	-----------------------	-------------------------	--------------------	---------------------	------------------------

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
128.49	0.00	0.00	0.00		128.49

COLUMBIA DAILY TRIBUNE

101 North 4th Street • P.O. Box 798
 Columbia, MO 65205 • (573) 815-1500

*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

ADVERTISER INFORMATION				
INVOICE NUMBER	BILLING PERIOD	BILLED ACCOUNT NUMBER	PARENT ACCOUNT NUMBER	ADVERTISER / CLIENT NAME
1402279	02/04/19 - 03/03/19	10270	10270	CC ENVIRONMENTAL HEALTH



Columbia/Boone County
Public Health & Human Services



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

MACY PEGGY C/O JOHN MACY
8350 E HWY OO
HALLSVILLE, MO 65255

An inspection of the property you own located at own located at 8350 E HWY OO (parcel # 07-604-24-01-004.00 01) was conducted on February 5, 2019 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 6 day of February 2019 by GB.



573.874.7781
573.874.7756 fax



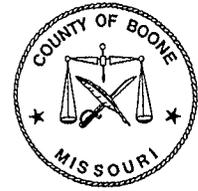
1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.





NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

MACY PEGGY C/O JOHN MACY
8350 E HWY OO
HALLSVILLE, MO 65255

An inspection of the property you * located at 8350 E HWY OO (parcel #07-604-24-01-004.00 01) was conducted on February 5, 2019 and revealed a derelict/unlicensed/junk-filled/dismantled/inoperable two door gold car, two door silver car, and a green and brown Chrysler van on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance is not abated as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 6 day of February, 2019 by GB.



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov





CITY OF COLUMBIA/B

DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH

1005 W. WORLEY STREET
P.O. Box 6015
COLUMBIA, MISSOURI 65205-6015



7018 0040 0000 9884 5169

Hasler FIRST CLASS MAIL
02/06/2019
\$006.80



ZIP 65205
0151088007

UNC

HAZARD AND/OR NUISANCE AN

MACY PEGGY C/O JOHN MACY
8350 E HWY 00
HALLSVILLE, MO 65255

NIXIE

031 DE 1

0002/28/19

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 65205601515 *1149-06301-06-41

65205601515

7018 0040 0000 9884 5169

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL MAIL POST OFFICE

MAINTENANCE

POSTMARK
FEB 06 2019
COLUMBIA, MO
65201-9998

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ 6.80

Sent To Peggy + John Macy

Street and Apt. No. of PO Box No. 8350 E HWY 00

City, State, ZIP+4 Hallsville MO 65255

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Boone County, Missouri

Filed for record on December 6, 1993 at 10:51:11 A M in Boone Co. Mo.
Document No. 29567 recorded in Book 1042 Page 713 Patricia Johnson, Recorder of Deeds

UNNOTICED GENERAL WARRANTY DEED

713

THIS DEED, Made and entered into this 3rd day of December 1993 by and between
ALEX B. BODE AND DOROTHY B. BODE, HUSBAND AND WIFE
party or parties of the first part, of BOONE County, State of Missouri, grantor(s), and
PEGGY S. MACY, A MARRIED PERSON
party or parties of the second part, of BOONE County, State of Missouri, grantee(s).

Grantee's mailing address is 8350 North Highway 00, Hallsville MO 65255

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE of BOONE and State of Missouri, to wit:

TRACT NO. 2 OF COLEMAN SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 130, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 1993 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Alex B. Bode
ALEX B. BODE

Dorothy B. Bode
DOROTHY B. BODE

STATE OF MISSOURI)
COUNTY OF BOONE) ss. On this 3rd day of Dec 1993
I, Mary Jo Alexander, Notary Public for said County of Boone, Missouri, do hereby certify that ALEX B. BODE AND DOROTHY B. BODE, HUSBAND AND WIFE to me known to be the person or persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLUMBIA Missouri, on the 15th day of NOVEMBER 1996
Mary Jo Alexander
signed
MARY JO ALEXANDER

IN THE STATE OF MISSOURI)
COUNTY OF BOONE) ss. Document No. 29567
I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 6th day of December 1993 at 10 o'clock and 51:11 and is truly recorded in Book 1042 Page 713.
Witness my hand and official seal on the day and year aforesaid.
BETTIE JOHNSON, RECORDER OF DEEDS
by Don Ashlock deputy
DON ASHLOCK

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 4th day of April 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4001 S Ponderosa Street, parcel #17-704-32-00-004.01 01.

Done this 4th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
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

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	April Session
4001 S Ponderosa St	)	April Adjourned
Columbia, MO 65201	)	Term 2019
	)	Commission Order No. <u>144-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 4th day of April 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish, garbage and a derelict/junk-filled/inoperable tan GMC Jimmy on the premises.
4. The location of the public nuisance is as follows: 4001 S Ponderosa St, Columbia, MO, a/k/a parcel# 17-704-32-00-004.01 01, Section 32, Township 48, Range 12 as shown by deed book 2343 page 0066, Boone County
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code and a derelict/junk-filled/inoperable/tan GMC Jimmy vehicle in violation of section 6.9 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 7th day of February 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

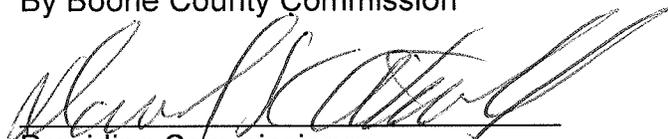
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

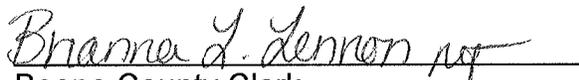
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Delbert and Michelle Jacobs

4001 Ponderosa Street

Health Department nuisance notice – timeline

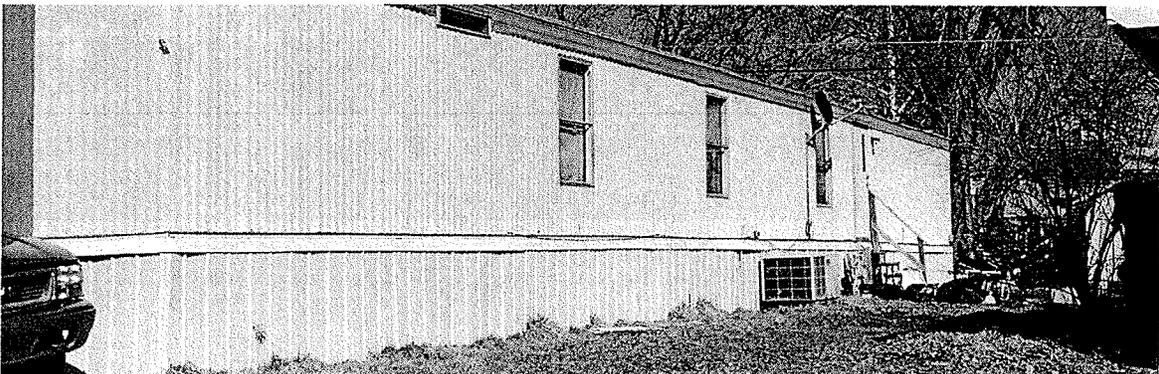
- 2/4/19: Citizen complaint receive
- 2/5/19: Initial inspection conducted
- 2/6/19: Notice of violation sent to owner, return receipt requested
- 2/7/19: Owner notice received
- 2/7/19: Owner contacted Health Department
- 3/15/19: Reinspection conducted – violation not abated – photographs taken at ~ 4:00 p.m.
- 3/19/19: Hearing notice sent

Photographs taken 3/15/19 @ ~ 4:00 p.m.

4001 S Ponderosa Street

Trash, rubbish, garbage and a derelict/junk-filled/inoperable tan GMC Jimmy on the premises of Lot 32







HEARING NOTICE

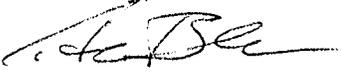
JACOBS DELBERT C &
3261 S WINDING TRAIL DR
COLUMBIA, MO 65201-3104

An inspection of the property you own located at 4001 S Ponderosa St (parcel # 17-704-32-00-004.01 01) was conducted on March 15, 2019 and revealed trash, rubbish, garbage and a derelict/junk-filled/inoperable tan GMC Jimmy on the premises of Lot 32. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that the a hearing will be held before the County Commission on April 4, 2019 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 19th day of March 2019 by DLR.



Columbia/Boone County
Public Health & Human Services



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

JACOBS DELBERT C & MICHELLE
3261 S WINDING TRAIL DR
COLUMBIA, MO 65201-3104

An inspection of the property you own located at own located at 4001 S PONDEROSA ST (parcel # 17-704-32-00-004.01 01) was conducted on February 5, 2019 and revealed trash, rubbish and garbage on the premises of lots 10, 29, 32, 33, 35, 36, 55 and 59.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 6 day of February 2019 by



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.





Columbia/Boone County
Public Health & Human Services



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

JACOBS DELBERT C & MICHELLE
3261 S WINDING TRAIL DR
COLUMBIA, MO 65201-3104

An inspection of the property you own located at 4001 S PONDEROSA ST (parcel #17-704-32-00-004.01 01) was conducted on February 5, 2019 and revealed a derelict /junk-filled /inoperable tan GMC Jimmy vehicle on the premises of lot 32.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance is not abated as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 6 day of February, 2019 by GB.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Delbert + Michelle Jacobs
3261 S. Winding Trail Dr.
Columbia, MO 65201



9590 9402 4049 8079 0980 39

2. Article Number (Transfer from service label)

7018 0040 0000 9884 5060

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Jessica Handaway* Agent Addressee

B. Received by (Printed Name)

JESSICA HANDAWAY

C. Date of Delivery

2/7

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

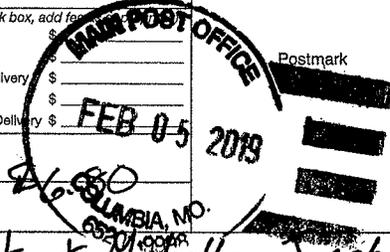
\$

Sent To

Delbert + Michelle Jacobs
3261 S. Winding Trail Dr.
Columbia, MO 65201

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri
Date and Time: 09/08/2003 at 08:11:19 AM
Instrument #: 2003037977 Book: 02343 Page: 0066

Grantor BLUE ACRES INC
Grantee JACOBS, DELBERT C

Instrument Type WD
Recording Fee \$30.00
No of Pages 3

Bette Johnson
Bette Johnson, Recorder of Deeds



CORPORATION GENERAL WARRANTY DEED

THIS DEED, made and entered into this 5th day of September, 2003, by and between **Blue Acres, Inc.**, a Missouri corporation ("Grantor") and **Delbert C. Jacobs and Michelle Jacobs**, husband and wife ("Grantees"). Grantees' mailing address is 3261 Winding Trail Drive, Columbia, MO 65201.

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantees, the receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of Grantor, a corporation, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantees the following described Real Estate, situated in the County of Boone, State of Missouri, to-wit:

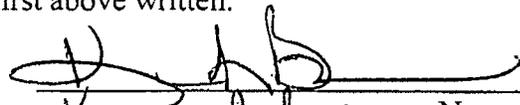
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE TWELVE (12) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI, AS SHOWN AND DESCRIBED BY THE SURVEY THEREOF MADE BY D. E. HILL ON MARCH 27, 1949 AND RECORDED APRIL 11, 1949 IN BOOK 253, PAGE 193, DEED RECORDS OF BOONE COUNTY, MISSOURI, EXCEPTING THEREFROM THAT PART TAKEN BY THE STATE OF MISSOURI, ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION OF MISSOURI, UNDER CONDEMNATION CASE NO. 45013 FILED IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI, AS NOTICE THEREOF IS SET FORTH BY REPORT OF COMMISSIONERS DATED FEBRUARY 10, 1961 AND RECORDED IN BOOK 304, PAGE 581, DEED RECORDS OF BOONE COUNTY, MISSOURI. SAID TRACT OF LAND BEING THE SAME TRACT OF LAND AS CONVEYED TO BLUE ACRES, INC., A MISSOURI CORPORATION BY WARRANTY DEED DATED AUGUST 3, 1977 AND RECORDED IN BOOK 445, PAGE 447, DEED RECORDS OF BOONE COUNTY, MISSOURI.

EXCEPTING THEREFROM A TRACT OF LAND CONTAINING 1.01 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32 AS SHOWN IN THE SURVEY RECORDED IN BOOK 253, PAGE 193; THENCE WITH THE NORTH LINE OF SAID SECTION 32, SOUTH 88 DEGREES 09' 00" EAST, 825.81 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 63; THENCE LEAVING SAID NORTH LINE AND WITH THE LINES OF SAID RIGHT-OF-WAY 60.00 FEET ALONG A 5140.53-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD SOUTH 35 DEGREES

Nora Dietzel, Recorder of Deeds

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Unofficial Document



KAREN R. BLAWN, Notary Public
BOONE County, State of Missouri
My commission expires: 3-6-2006



Tom Schauwecker Assessor

Parcel 17-704-32-00-004.01 01

Property Location 4001 S PONDEROSA ST

City
Library COL BC LIBRARY (L4)

Road COMMON ROAD DISTRICT (CO)
Fire BOONE COUNTY (F1)

School COLUMBIA (C1)

Owner JACOBS DELBERT C & MICHELLE
Address 3261 S WINDING TRAIL DR
Care Of
City, State, Zip COLUMBIA, MO 65201 - 3104

Subdivision Plat Book/Page
Section/Township/Range 32 48 12
Legal Description NWPT W 1/2 NE (EXC STORE)
Lot Size .00 x .00
Irregular Shape
Deeded Acreage 18.06
Calculated Acreage .00
Deed Book/Page 2343 0066 0445 0447

CURRENT APPRAISED

Type	Land	Bldgs	Total
RA	62,940	173,700	236,640
Totals	62,940	173,700	236,640

CURRENT ASSESSED

Type	Land	Bldgs	Total
RA	11,958	33,003	44,961
Totals	11,958	33,003	44,961

RESIDENCE DESCRIPTION

Year Built	2000
Use	
Basement	0
Bedrooms	0
Full Bath	0
Half Bath	0
Total Rooms	0
Attic	0
Main Area	0
Finished Basement Area	0
Total Square Feet	0

Boone County Assessor

801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4251
Fax (573) 886-4254

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

4th

day of

April

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 11-28FEB19 – East St Charles Road Bridge Replacement to Gene Haile Excavating, Inc. 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 4th day of April 2019.

ATTEST:

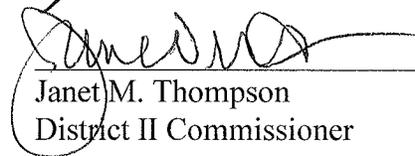
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

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 26, 2019
RE: 11-28FEB19 - East St Charles Road Bridge Replacement

11-28FEB19 - East St Charles Road Bridge Replacement opened on February 28, 2019. Eight (8) bids were received.

Resource Management recommends award by low bid to Gene Haile Excavating, Inc. of California, Missouri.

Cost of the contract is \$343,997.00. There will be a 10% contingency of \$34,399.70 added for a Purchase Order total of \$378,396.70 which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs. The engineer's estimate was \$465,036.00.

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 Gene Haile Excavating, Inc. (hereinafter referred to as the Contractor). WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the 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: East St. Charles Road Bridge Replacement

Project No.:- 11-28FEB19

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

Three Hundred Forty-Three Thousand, Nine Hundred Ninety-Seven and 00/100 Dollars

(\$343,997.00)

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.

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 15, 2019

County of Boone, Missouri
613 E Ash Street, Room 113
Columbia, MO 65201

RE: Contractor: Gene Haile Excavating Inc.
Bond No: MOC71610
Project: East St. Charles Road Bridge Replacement

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,

Gene Haile Excavating, Inc.

31571 Old 87, California, MO 65018

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

PO Box 14498, Des Moines, IA 50306

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

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

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

the amount of Three Hundred Forty-Three Thousand Nine Hundred Ninety-Seven & 00/100 (\$343,997.00) 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 4/4/2019 entered into a Contract with Owner for:

Project Name: East St. Charles Road Bridge Replacement

Project No.: 11-28FEB19

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 Jefferson City, Missouri on this 15th day of March, 2019.

Gene Haile Excavating, Inc.
(Contractor)

(SEAL)

BY: Gene Haile, President

Merchants Bonding Company (Mutual)
(Surety Company)

(SEAL)

BY: Allison Madrid
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: Mike Foster
Phone Number: 913-451-6720
Address: PO Box 14498
Des Moines, IA 50306

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Gene Haile Excavating, Inc.

31571 Old 87, California, MO 65018

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

PO Box 14498, Des Moines, IA 50306

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

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

Three Hundred Forty-Three Thousand Nine Hundred Ninety-Seven & 00/100 Dollars,
(\$ 343,997.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 4/4/2019 entered into a Contract with Owner for:

Project Name: East St. Charles Road Bridge Replacement

Project No.: 11-28FEB19

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 or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

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

_____ , on this 15th day of March, 20 19

CONTRACTOR: Gene Haile Excavating, Inc. (Seal)

BY: Gene Haile, President

SURETY COMPANY Merchants Bonding Company (Mutual)

BY: Allison Madrid
(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: Mike Foster Phone Number: 913-451-6720
Address: PO Box 14498
Des Moines, IA 50306

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison Madrid; Darla Veltrop; Kris Copra; Louis A Landwehr

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

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

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

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

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

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

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

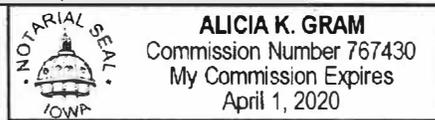


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of March, 2019



William Warner Jr.
Secretary

Bridge No. 3170016 on East St. Charles Road

Boone County

County Funded Bridge Project

**ITEMIZED BID FORM
WORK PERFORMED BY THE CONTRACTOR**

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
East St. Charles Road Bridge No. 3170016					
1	Clearing & Grubbing (Approx 0.8 Acres)	L.S.	1	2600.00	2600.00
2	Removal of Existing Improvements	L.S.	1	3000.00	3000.00
3	Excavation	C.Y.	1,668	7.50	12510.00
4	Embankment	C.Y.	283	12.00	3396.00
5	Excavation for Structures	C.Y.	127	10.00	1270.00
6	4" Rolled Stone Base (MoDOT Type 1)	S.Y.	834	7.00	5838.00
7	7" Plant Mix Bituminous Base	S.Y.	919	32.00	29408.00
8	2" Plant Mix Bituminous Pavement Surface (BP-2)	S.Y.	919	10.00	9190.00
9	6" Crushed Stone Base (3.5" Minus)	S.Y.	211	7.00	1477.00
10	3" Crushed Stone Base (1.5" Minus)	S.Y.	211	4.00	844.00
11	3" Crushed Stone Surface (MoDOT Type 5)	S.Y.	211	4.00	844.00
12	6" Crushed Stone Surface (1.5" Minus)-(MWA)	S.Y.	70	7.00	490.00
13	Type A Rail	L.F.	319	37.50	11962.50
14	Type A End Section	EACH	1	79.00	79.00
15	Guardrail Transition Section	EACH	4	475.00	1900.00
16	Type A Crashworthy End Terminal	EACH	3	3850.00	11550.00
17	Type 2 Rock Blanket w/ Geotextile Fabric	C.Y.	505	43.00	21715.00
18	Traffic Control	L.S.	1	2200.00	2200.00
19	Mobilization	L.S.	1	14900.00	14900.00
20	Construction Staking	L.S.	1	3500.00	3500.00
21	36" Aluminized Steel Corrugated Pipe Arch (42"x29")	L.F.	40	70.00	2800.00

Bridge No. 3170016 on East St. Charles Road

Boone County

County Funded Bridge Project

ITEMIZED BID FORM
WORK PERFORMED BY THE CONTRACTOR

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
22	HP10X42 Galvanized Structural Steel Piles	L.F.	440	57.00	25080.00
23	Pile Point Reinforcement	EACH	10	110.00	1100.00
24	Class MB-2 Concrete	C.Y.	25.1	625.00	15687.50
25	Slab on Steel Girder	S.Y.	192	355.00	68160.00
26	Fabricated Structural Steel	LBS	42,620	1.35	57537.00
27	Thrie Beam Rail on Bridge	L.F.	117	87.00	10179.00
28	Vertical Drains at End Bents	EACH	2	1000.00	2000.00
29	Tapered Laminated Fixed Bearing Pads	EACH	10	273.00	2730.00
30	GRS Approach	L.S.	1	13000.00	13000.00
31	Compaction Testing	L.S.	1	1750.00	1750.00
32	Temporary Centerline Markers	EACH	10	5.00	50.00
33	Erosion Control	L.S.	1	2250.00	2250.00
34	Restoration	ACRE	0.4	7500.00	3000.00
Total Contract					343997.00

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

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

DATE

ADDENDUM NUMBER

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: Gene Haile Excavating, Inc.

ADDRESS: 31571 Old Eighty Seven

CITY, STATE, ZIP: California, MO 65018

PHONE NUMBER: 573 796 3513

EMAIL ADDRESS: earthmover325@yahoo.com

AUTHORIZED REPRESENTATIVE: Gene Haile

TITLE: President

SIGNATURE: Gene Haile

Prompt Payment Terms: Bi-Monthly

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

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

Kerth Contracting, LLC - signs

Drew Corp - guardrail

Frech Paving - asphalt

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: East St. Charles Road Bridge Replacement

Project No.: Bridge No 3170016

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: Gene Haile Excavating, Inc
By: Gene Haile (Signature)
Gene Haile (Print or Type Name)
Title: President
Address: 31571 Old Eighty Seven
City, State, Zip: California, MO 65018
Phone: 573 796 3513
Fax: 573 796 5006
Email Address: earthmover325@yahoo.com
Date: 2/28/19

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Gene Haile, President

Name and Title of Authorized Representative

Gene Haile, President

Signature

2/28/19

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

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

County of Moniteau)
State of Missouri)ss
)

My name is Lois Haile

I am an authorized agent of Gene Haile Excavating, 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.

Lois Haile 2/27/19
Affiant Date

Lois Haile, Secretary
Printed Name

Subscribed and sworn to before me this 27th day of February, 2019.

LIZ BEALER
Notary Public - Notary Seal
STATE OF MISSOURI
County of Moniteau

Liz Bealer
Notary Public

My Commission Expires 11/03/2020

Commission # 12494594

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



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

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

E-Verify



Company ID Number: 186532

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

Employer: Gene Haile Excavating, Inc.

Lois Haile

Electronically Signed
Signature

DATE
TIME

Department of Homeland Security – Verification Division

USCIS Verification Division

Electronically Signed
Signature

DATE
TIME

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: See Attached
2. Business Address: _____

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Moniteau

Lois Haile, being first duly sworn, deposes and

says that he is Secretary/Treasurer
(Title of Person Signing)

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

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

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

By Lois Haile

By _____

By _____

Sworn to before me this 27th day of February, 20 19

Liz Bealer
Notary Public

My Commission Expires 11-03-2020

LIZ BEALER
Notary Public - Notary Seal
STATE OF MISSOURI
County of Moniteau
My Commission Expires 11/03/2020
Commission # 12494594

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)

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

Address of principal place of business in Missouri

31571 Old Eighty Seven
California, MO 65018

Address of principal place of business in Missouri

ATTEST:

Gene Haile
(Signature)

Dated 2/27, 2019

Gene Haile, President
(Print Name and Title)

NOTE:

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

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

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Moniteau

On this 27 day of February, 2019

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

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

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

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

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

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

LIZ BEALER
Notary Public - Notary Seal (SEAL) Liz Bealer Notary Public
STATE OF MISSOURI
County of Moniteau
My Commission Expires 11/03/2020
Commission # 12494594

My Commission expires 11-03, 2020

GENE HAILE EXCAVATING, INC.

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

STATEMENT OF BIDDER QUALIFICATIONS

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

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

11. List of contracts completed within the last four years, including value of each:

Project Name: Boone County Red Rock Rd & Mt. Zion Church Bridge Replacements

Owner: Boone County Resource Management
Address: 613 E. Ash Street, Room 111, Columbia, MO. 65201
Telephone # 573-886-4392
Engineer: Shannon J Howe, P.E., S.E.
Phone: 660-395-4693
Contact: Jeff McCann
Contract Amount \$ 697,040.68
Status: Completed 2018

Project Name: Arrow Rock Road Bridge Repair

Owner: Cooper County Commission
Address: 200 Main Street Room 24 Boonville, MO 65233
Telephone: 660-882-2228
Engineer: Dustin Berry, PE, McClure
Phone: 573-234-2632
Contact: Dustin Berry, PE
Contracted Amount: \$ 26,628.00
Status: Completed 2018

Project Name: Old Five Road Bridge # 3350025

Owner: Morgan County Commission
Address: 100 E. Newton Street Versailles, MO 65084
Telephone: 573-378-4643
Engineer: Dustin Berry, PE McClure
Phone: 573-234-2632
Contact: Dustin Berry
Contracted Amount: \$ 177,918.00
Status: Completed 2018

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

Owner: Randolph County Commission
Address: 372 Hwy JJ Suite 2C Huntsville, MO 65259
Telephone: 844-277-6555
Design Engineer Name: Matthew Walker, PE
Company: Poepping, Stone, Bach & Associates, Inc.
Telephone: 573-406-0541
Type of Work: Bridge Replacement
Status: Completed 2018
Contact Amount: \$ 234,000.00

Project Name: MODOT Job J7S3155 Rt AA Bates County 171020-G08

Bridge Deck Replacement in Bates County

Owner: MODOT

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

Telephone: 888-285-6636

Company: MODOT

Type of Work: Bridge Deck Replacement

Status: Completed 2018

Contact Amount: \$ 366,874.01

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

Scour Repair total length of improvements 0.013 miles.

Owner: MODOT

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

Telephone: 888-285-6636

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

Company: MODOT

Telephone: 888-285-6636

Type of Work: Scour Repair on Rt 100

Status: Completed 2018

Contact Amount: \$ 125,538.00

Project Name: Boone County Hill Creek Road Bridge

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

Owner: Boone County Resource Management

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

Telephone # 573-886-4392

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

Phone: 660-395-4693

Contact: Jeff McCann or Justin Skouby

Contract Amount \$ 438,546.65

Status: Completed- November 7, 2017

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

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

Owner: Carroll County, MO Commission

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

Telephone: 660-542-0615

Engineer: Rhodes Engineering Company, Inc.

Phone: 660-258-7745

Contract Amount: \$ 241,434.00

Status: Completed- September 2017

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

Owner: MODOT

Resident Engineer: Reid Riley

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

Telephone: 573-526-4567

Design Engineer Name: Juneau Engineering & Land Surveying

Company: Juneau Engineering & Land Surveying

Telephone: 618-877-1400

Type of Work: Bridge

Contract Amount: \$ 473,437.95

Status: Completed- September 2017

Project Name: Pettis County Bridge No. 04300091 BRO-B080 (32)

Construction of 50' long single span Precast Concrete Beams bridge

Owner: Pettis County Commission

Address: 415 S. Ohio, Suite 212 Sedalia, MO 65301

Telephone: 660-826-5000

Design Engineer Name: Shafer, Kline & Warren, Inc

Engineer: Mike Stein

Address: 11250 Corporate Avenue Lenexa, KS

Telephone: 913-888-7800

Contract Date: 2017

Type of work: Bridge

Contract Amount: \$ 226,067.00

Status: Completed- May 2017

City of Columbia Ridgemont Sewer Project

837 LF 8 inch Sewer Line & 595 LF 4 inch Sewer Line

Owner: City of Columbia, MO

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

Phone: 573-441-5482

Engineer: Nate Runyan

Contact: Jerry Reeder Jerry.reeder@como.gov

Completion Date: June 2017

Contract Amount: \$ 360,843.00 100% completed by our work force

Project Name: MODOT Job J5S3030 Route AA Morgan County 160520-D02

Replacement of 2 box culverts over Indian Creek total length 0.215 miles

Owner: MODOT

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

Telephone: 573-526-0362

Design Engineer Name: MODOT Christopher Graham

Company: MODOT

Telephone: 573-526-0362

Type of Work: Box Culverts

Contact Amount: \$ 432,358.14

Status: Completed- Completed November 2016

Project Name: Carroll County Bridge 26400091

Removal of existing bridge & construction of new double barrel reinforced concrete box culvert and all appurtenances.

Each cell 16 foot wide x 13 foot tall x 109.90 foot long.

Owner: Carroll County, Missouri

Engineer: Howe Company

Engineer Contact: Aaron Lukefahr

Address: 1119 S. Missouri, Suite A Macon, MO 63552

Phone: 660-395-4693

Contract Date: 2016

Type of Work: Box Culverts

Contract Amount: \$ 249,811.19

Status: Completed- April 2016

Willa Lane Water Line Improvements

3,169 LF Water main, Valves & Steel Casing Bores

Owner: City of Windsor, Missouri

Contact: Lance Tucker, Public Works Director

Engineer: HDR Engineering, Inc.

Engineer Contact: Jennifer Gaffney

Address: 3741 NE Troon Drive Lee's Summit, MO 64064-1988

Phone # 660-647-3512

Completion Date: March 2016

Contract Amount \$ 243,204.98 100% completed by our work force

Water Systems Improvements Distribution System

43,250 LF Water main, Valves, & Steel Casing Bores

Owner: Moniteau Co Public Water Supply District #2

Engineer: MECO Engineering Co.

Address: 2701 Industrial Dr., Jefferson City, MO. 65109

Contact: Jerry Lane

Phone # 573-893-5558

Completion Date: August 2015

Contract Amount \$ 734,500.00 100% completed by our work force

Lafayette Street Water line bore

12" rock bore w 12" HDPE 320 feet & service line rock bores under Lafayette Street in Jefferson City, MO

Subcontract with: Stockman Construction

Owner: American Waterworks

Address: 906 W High Street Jefferson City, MO 65109

Contact: Darrell Stockman

Phone: # 573-619-4597

Completion: July 2015

Contract Amount: \$ 70,000

2015 Sanitary Sewer Upgrade/Waterline

2897 LF Gravity Sewer, Manhole Installation & Service Connections

Owner: City of California, Missouri

Engineer: Bartlett & West

Address: 1719 Southridge Dr. #100 Jefferson City, MO 65109

Contact: Gary Davis

Phone # 573-634-3181

Completion Date: September 2015

Contract Amount \$ 634,150.94 80% completed by our work force

2013 Sanitary Sewer Renewal

4185 LF 8" Sewer Manholes & Steel Casing bores

Owner: City of Fulton

Address: 18th East Fourth St., Fulton, MO. 65251

Phone # 573-592-3111

Contact: Richard Elsenrath

Completion Date: May 2014

Contract Amount \$ 435,360.00 100% completed by our work force

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

Project under Contract

Miller County Bridge Tavern Creek Rd BRO-B066(19) Bridge # 28700121

Owner- Miller County

Address: 2001 Hwy 52 Tuscumbia, MO 65082

Engineer: Dustin Berry, PE

Contact: Jeremy Basinger

Percent Complete: 50%

Miller County Bridge Taylor Rd BRO-B066(20) Bridge # 04600121

Owner-Miller County

Address 2001 Hwy 52 Tuscumbia, MO 65082

Engineer: Dustin Berry, PR

Contact: Jeremy Basinger

Percent Complete: 0%

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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

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

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

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Drive Other Car Coverage	2
Broad Form Insured	2
Employee as Insureds	3
Additional Insured Status by Contract, Agreement or Permit	3
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	4
Physical Damage Additional Transportation Expense Coverage	4
Extra Expense - Theft	4
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	5
Personal Property of Others	5
Locksmith Coverage	5
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	6
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	7
Mental Anguish	7
Extended Cancellation Condition	7

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

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

A. BROADENED COVERED AUTOS COVERAGES

SECTION I – COVERED AUTOS, is amended as follows:

(Temporary Substitute Auto Physical Damage)

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

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

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

(Drive Other Car Coverage)

D. Drive Other Car Coverage

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

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

Except:

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

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

B. BROADENED LIABILITY COVERAGES

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

(Broad Form Insured)

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

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

(Employee as Insureds)

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

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the "bodily injury" or "property damage".

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

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

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

C. BROADENED SUPPLEMENTARY PAYMENTS

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

(Bail Bond Coverage)

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

(Loss of Earnings Coverage)

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

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

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

5. Fellow Employee

"Bodily Injury":

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

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

E. BROADENED PHYSICAL DAMAGE COVERAGES

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

(Towing and Labor)

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

2. Towing and Labor

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

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

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

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

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

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

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

(Extra Expense – Theft)

c. **Theft Recovery Expense**

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

(Rental Reimbursement and Additional Transportation Expense)

d. **Rental Reimbursement**

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

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

(Personal Effects Coverage)

e. Personal Effects

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

(Personal Property of Others)

f. Personal Property of Others

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

(Locksmith Coverage)

g. Locksmith Coverage

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

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

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

(Airbag Accidental Discharge)

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

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

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

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

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

(Auto Loan/Lease Total Loss Protection)

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

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

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

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

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

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

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

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

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

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

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

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

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

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

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

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

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

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

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

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

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

(2) Limit of Insurance For This Section

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

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

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

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

(4) Definitions For This Section

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

(Mental Anguish)

M. MENTAL ANGUISH

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

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

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

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

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

LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA) – ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

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

1. Extended Property Damage

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

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

2. Expanded Fire Legal Liability

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

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

3. Non-Owned Watercraft

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

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

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

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

5. Property Damage Liability – Elevators

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

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

B. The following coverages are added:

1. COVERAGE D – VOLUNTARY PROPERTY DAMAGE COVERAGE

“Property damage” to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of “your work”.

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

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

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

j. Damage to Property

"Property damage" to:

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

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

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

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

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

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

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

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

3. COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE

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

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

2. Exclusions

This insurance does not apply to:

p. Electronic Data

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

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

- b. "Property Damage"** means:

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

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

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

4. COVERAGE H – WATER DAMAGE LEGAL LIABILITY

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

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

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

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

The following language is added to Item 1.

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

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

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

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

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

Item 1.f. is added as follows:

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

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

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

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

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

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

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

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

6. Additional Insured – Vendors

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

However:

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

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

8. Additional Insured – Managers or Lessors of Premises

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

This insurance does not apply to:

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

However:

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

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

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

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

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

10. Additional Insured – Employee Injury to Another Employee

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

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

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

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

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

SECTION III – LIMITS OF INSURANCE

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

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B; and
 - d. Damages under Coverage H.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

- B. The following are added:

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

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

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

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

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

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

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

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

Whichever is less.

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

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

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

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

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

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

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

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

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

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

- A. The following conditions are amended:

1. Knowledge of Occurrence

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

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

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

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

- (b) If a claim is made or "suit" is brought against any insured, you must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

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

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

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

- B. The following are added:

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

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

10. Blanket Waiver Of Subrogation

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

11. Liberalization

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

12. Unintentional Failure to Disclose All Hazards

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

SECTION V – DEFINITIONS

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gene Haile Excavating, Inc.
31571 Old Eighty Seven
California, MO 65018

SURETY:

(Name, legal status and principal place of business)

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

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

OWNER:

(Name, legal status and address)

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

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

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

PROJECT:

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

East St. Charles Road Bridge Replacement

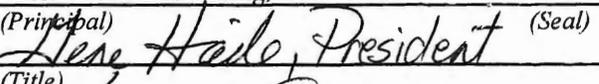
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

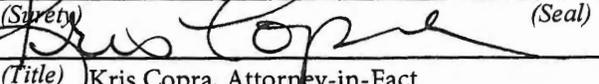
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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) Secretary

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

(Title) President

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

(Title) Kris Copra, Attorney-in-Fact


(Witness)

Init.

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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

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

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

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

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

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

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

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

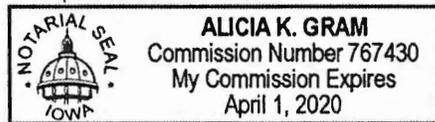


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of February, 2019.



William Warner Jr.
Secretary



EAST ST. CHARLES ROAD BRIDGE REPLACEMENT

Project Number: Bridge No. 3170016

Bid Number: 11-28FEB19

CONSTRUCTION BID REQUEST

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

BOONE COUNTY COMMISSION

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

ENGINEER OF RECORD

BOONE COUNTY RESOURCE MANAGEMENT

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



*PROJECT MANAGER

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

Dustin R. Berry, P.E.
Professional Engineer
MO Lic. # PE-2015000530

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

McClure Engineering Company
MO Engineering Corp. # 2006023253
1901 Pennsylvania Drive
Columbia, Missouri 65202
Phone: (573) 814-1568
Fax: N/A

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

INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form.....	2.1-2.3
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form.....	4.3
Work Authorization Certification.....	4.4-4.5
Individual Bidder Certification.....	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder.....	7.1
Bidder's Acknowledgement.....	8.1
Insurance Requirements.....	9.1- 9.2
Contract Conditions.....	10.1-10.6
Sample Contract Agreement.....	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements.....	14.1
Affidavit-Prevailing Wage.....	15.1
Contractor's Affidavit Regarding Settlement of Claims.....	16.1
General Specifications.....	GS.1-GS.7
Technical Specifications.....	TS.1-TS.37
General Provisions (Other Than MoDOT).....	GP
Job Special Provisions.....	JSP
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions.....	APPENDIX B
Project Plans and/or Details.....	APPENDIX C
Environmental and Cultural Permits and Clearances.....	APPENDIX D
Geotechnical Report.....	APPENDIX E

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

THIS PAGE INTENTIONALLY LEFT BLANK

NOTICE TO BIDDERS

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

Project Name:

EAST ST. CHARLES ROAD BRIDGE REPLACEMENT

Project Number:

Bridge No. 3170016

Bid Number:

11-28FEB19

Scope of Project Construction:

This project involves removal of an existing multi-barrel culvert and replacement with a steel span type bridge. Items include slab on steel girder, galvanized piling, GRS approach, guardrail, asphalt paving, rock blanket and restoration.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **February 7, 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 **February 21, 2019.** **Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **12:45 p.m.** on **February 28, 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 **February 28, 2019** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

45 Working Days but must be completed by October 18, 2019. Working Day count will begin on the agreed upon Notice To Proceed date.

Liquidated Damages:

\$1,000 per Working Day beyond the Contract Time.

Anticipated Notice To Proceed Date:

On or about March 21, 2019, the construction contract should be approved by the County Commission. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

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 2017 or Current Edition.

MUTCD:

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

THIS PAGE INTENTIONALLY LEFT BLANK

Bridge No. 3170016 on East St. Charles RoadBoone County
County Funded Bridge ProjectITEMIZED BID FORM
WORK PERFORMED BY THE CONTRACTOR

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
East St. Charles Road Bridge No. 3170016					
1	Clearing & Grubbing (Approx 0.8 Acres)	L.S.	1		
2	Removal of Existing Improvements	L.S.	1		
3	Excavation	C.Y.	1,668		
4	Embankment	C.Y.	283		
5	Excavation for Structures	C.Y.	127		
6	4" Rolled Stone Base (MoDOT Type 1)	S.Y.	834		
7	7" Plant Mix Bituminous Base	S.Y.	919		
8	2" Plant Mix Bituminous Pavement Surface (BP-2)	S.Y.	919		
9	6" Crushed Stone Base (3.5" Minus)	S.Y.	211		
10	3" Crushed Stone Base (1.5" Minus)	S.Y.	211		
11	3" Crushed Stone Surface (MoDOT Type 5)	S.Y.	211		
12	6" Crushed Stone Surface (1.5" Minus)-(MWAA)	S.Y.	70		
13	Type A Rail	L.F.	319		
14	Type A End Section	EACH	1		
15	Guardrail Transition Section	EACH	4		
16	Type A Crashworthy End Terminal	EACH	3		
17	Type 2 Rock Blanket w/ Geotextile Fabric	C.Y.	505		
18	Traffic Control	L.S.	1		
19	Mobilization	L.S.	1		
20	Construction Staking	L.S.	1		
21	36" Aluminized Steel Corrugated Pipe Arch (42"x29")	L.F.	40		

Bridge No. 3170016 on East St. Charles Road

Boone County

County Funded Bridge Project

ITEMIZED BID FORM
WORK PERFORMED BY THE CONTRACTOR

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
22	HP10X42 Galvanized Structural Steel Piles	L.F.	440		
23	Pile Point Reinforcement	EACH	10		
24	Class MB-2 Concrete	C.Y.	25.1		
25	Slab on Steel Girder	S.Y.	192		
26	Fabricated Structural Steel	LBS	42,620		
27	Thrie Beam Rail on Bridge	L.F.	117		
28	Vertical Drains at End Bents	EACH	2		
29	Tapered Laminated Fixed Bearing Pads	EACH	10		
30	GRS Approach	L.S.	1		
31	Compaction Testing	L.S.	1		
32	Temporary Centerline Markers	EACH	10		
33	Erosion Control	L.S.	1		
34	Restoration	ACRE	0.4		
Total Contract					

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: _____

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.

THIS PAGE INTENTIONALLY LEFT BLANK

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:

THIS PAGE INTENTIONALLY LEFT BLANK

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 *

THIS PAGE INTENTIONALLY LEFT BLANK

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 _____

THIS PAGE INTENTIONALLY LEFT BLANK

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.

THIS PAGE INTENTIONALLY LEFT BLANK

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 _____.

THIS PAGE INTENTIONALLY LEFT BLANK

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 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:

- (1) **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).

- (2) **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, including grass growth, 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's performance bond. 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.

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 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

\$ _____

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:
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

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____
Phone Number: _____
Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

_____ Dollars,

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial 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: _____

THIS PAGE INTENTIONALLY LEFT BLANK

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

THIS PAGE INTENTIONALLY LEFT BLANK

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_____

THIS PAGE INTENTIONALLY LEFT BLANK

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

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.

THIS PAGE INTENTIONALLY LEFT BLANK

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.

TABLE OF CONTENTS

DIVISION 1 – GENERAL REQUIREMENTS

Section 01010	Summary of Work	TS.2-TS.3
Section 01320	Submittals	TS.4-TS.6
Section 01412	Stormwater Pollution Prevention Plan Compliance	TS.7
Section 01450	Quality Control and Testing	TS.8
Section 01500	Temporary Facilities and Controls	TS.9
Section 01550	Temporary Traffic Control	TS.10
Section 01570	Erosion Control	TS.11-TS.13
Section 01590	Restoration.....	TS.14-TS.17
Section 01600	Product Requirements.....	TS.18
Section 01720	Construction Staking	TS.19
Section 01780	Project Closeout.....	TS.20-TS.21

DIVISION 2 – SITE CONSTRUCTION

Section 02220	Removals	TS.22
Section 02230	Site Clearing and Grubbing	TS.23
Section 02300	Excavation and Embankment.....	TS.24-TS.25
Section 02335	Subgrade	TS.26
Section 02337	Dig Out Repair	TS.27
Section 02370	Rock Blanket.....	TS.28
Section 02630	Storm Drainage	TS.29-TS.30
Section 02720	Aggregate	TS.31
Section 02739	Prime/Tack Coats.....	TS.32
Section 02740	Asphaltic Concrete Paving	TS.33
Section 02750	Portland Cement Concrete Paving	TS.34
Section 02770	Concrete Curb and Gutter	TS.35
Section 02773	Concrete Driveway	TS.36
Section 02775	Concrete Sidewalk	TS.37

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 ¼ to ½ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type 1 Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PRODUCT DESCRIPTION

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

1.3 TRANSPORTATION AND HANDLING

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

1.4 STORAGE AND PROTECTION

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT**PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

1.2 PRE-FINAL INSPECTION

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

1.3 FINAL INSPECTION

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

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

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

3.2 CONSTRUCTION LIMITS

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

3.3 EXISTING SIGNAGE

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

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

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

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT**PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

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

1.2 SITE COMPACTION TESTING

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 GENERAL

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

END OF SECTION

SECTION 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

THIS PAGE INTENTIONALLY LEFT BLANK

**GENERAL PROVISIONS
(Other than MoDOT)**

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL PROVISIONS – TABLE OF CONTENTS

General Special Provisions

304	Aggregate Base Course
310	Aggregate Surface
401	Plant Mix Bituminous Base and Pavement
501	Concrete
616	Temporary Traffic Control
702	Load Bearing Piles
712	Structural Steel Construction
1036	Reinforcing Steel for Concrete

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL SPECIAL PROVISIONS

General

The work of this project shall be performed in accordance with the "Missouri Standard Specifications for Highway Construction" English Edition, dated 2018 as amended or supplemented herein.

Materials will be accepted on the basis of certification of structural steel compliance and substantiating test reports furnished by manufacturers and/or fabricators.

THIS PAGE INTENTIONALLY LEFT BLANK

DIVISION 300

BASES AND AGGREGATE SURFACES

SECTION 304 – AGGREGATE BASE COURSE

Delete Section 304.2 in its entirety and substitute the following:

310.2 Material. In lieu of furnishing crushed stone meeting the requirements of the “Missouri Standard Specifications for Highway Construction”, the Contractor shall provide aggregate base course as shown on the plans.

Delete Section 304.6 in its entirety and substitute the following:

304.6 Basis of Payment. Payment for accepted quantities of aggregate base course will be paid for in the Per Sq. Yds. Items, “ 6" Crushed Stone Base (3.5" Minus)” or “ 3" Crushed Stone Base (1.5" Minus)” or “ 4" Rolled Stone Base (MoDOT Type 1)”.

SECTION 310 – AGGREGATE SURFACE

Delete Section 310.2 in its entirety and substitute the following:

310.2 Material. In lieu of furnishing crushed stone meeting the requirements of the “Missouri Standard Specifications for Highway Construction”, the Contractor may provide aggregate of a size and grade that is normally used by the County.

Delete Section 310.5 in its entirety.

Delete Section 310.6 in its entirety and substitute the following:

310.6 Basis of Payment. Payment for accepted quantities of aggregate surface will be paid for in the Per Sq. Yds. Item, “ 3" Crushed Stone Surface (MoDOT Type 5)” or “ 6” Crushed Stone Surface (1.5” Minus)-(MWAA)”.

THIS PAGE INTENTIONALLY LEFT BLANK

DIVISION 400

FLEXIBLE PAVEMENTS

SECTION 401 – PLANT MIX BITUMINOUS BASE AND PAVEMENT

Delete Section 401.13 in its entirety and substitute the following:

401.13 Method of Measurement. Measurement will be verified by construction observer to meet depth requirement per plans and measurement will be made to the nearest square yard based on area per described in plans.

Delete Section 401.14 in its entirety and substitute the following:

401.14 Basis of Payment.

401.14.1 Plant Mix Bituminous Base.

Payment for accepted quantities of plant mix bituminous base will be paid for in the Per Sq. Yds. Item, “ 7” Plant Mix Bituminous Base”.

401.14.2 Plant Mix Bituminous Pavement.

Payment for accepted quantities of plant mix bituminous pavement will be paid for in the Per Sq. Yds. Item, “ 2” Plant Mix Bituminous Pavement Surface (BP-2)”.

Add the following as Section 401.14.3

401.14.3 Contract quantities shall be used for final payment of plant mix bituminous base and plant mix bituminous pavement except if appreciable errors are found in the itemized proposal, an authorized change order is made, or unauthorized deviations decrease the original quantities.

THIS PAGE INTENTIONALLY LEFT BLANK

DIVISION 500

RIGID PAVEMENTS

SECTION 501 - CONCRETE

Delete Section 501.3 in its entirety and substitute the following:

501.3 Mix Design. The contractor shall be responsible for the mix design. The Engineer assumes no responsibility for the volume of concrete produced or furnished for the work.

Actual mix design shall be prepared and submitted by the Contractor to the Engineer for his approval. The design shall be within the applicable limits of the specifications for the class of concrete specified in the contract.

Contractor shall provide certification from the concrete supplier that the plant has been calibrated by the Missouri Department of Transportation.

If certain testing procedures are specified for acceptance of materials in the "Standard Specifications", materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the requirements of the "Standard Specifications."

Concrete may be accepted on the basis of conventional field sampling and testing for characteristics such as slump and air, where specified, and test cylinders, with only intermittent or random plant inspection as deemed necessary for control by the project engineer. Under this system, arrangements should be made for the producer to state on the delivery ticket accompanying each load of concrete; the class of concrete being furnished, the weights of cement, aggregates and water used in the batch and the time of batching. Only supplier-certified cement may be used.

The testing lab can use sulfur mortar for capping compressive test cylinders or a reusable Neoprene Cap as approved by the Engineer.

Add the following as Section 501.4.1

501.4.1 Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples.

Add the following as Section 501.8.6

501.8.6 Water may only be added to the concrete mixture on-site if it has been withheld at the plant and the amount of water withheld is shown on the ticket, which may not be exceeded on-site and the water/cement ratio shall not exceed what was pre-approved. The Contractor shall submit

for approval an on-site slump adjustment procedure prior to concrete placement.

Delete Section 501.10.2 in its entirety and substitute the following:

501.10.2 Required Air Content. Air-entrained concrete is required for all structural elements of concrete within this project as stated in Section 501.10. The minimum air content shall be 5% and the maximum air content shall be 7%. Any concrete outside of these limits will be rejected and not allowed to be placed. The Contractor shall be responsible for any and all concrete outside these specified limits.

DIVISION 600

INCIDENTAL CONSTRUCTION

SECTION 616 – TEMPORARY TRAFFIC CONTROL

Delete Section 616.10 and 616.11 in their entirety and substitute the following:

616.10 Basis of Measurement and Payment. This work will not be measured for payment, but will be considered a lump sum unit. Payment for this work will be included in the lump sum price for the item, Traffic Control.

THIS PAGE INTENTIONALLY LEFT BLANK

DIVISION 700**STRUCTURES**SECTION 702 – LOAD-BEARING PILES

Delete Section 702.1 in its entirety and substitute the following:

702.1 Description. This work shall consist of furnishing and driving concrete and steel load-bearing piles to the bearing and penetration required, at the location shown on the plans.

702.3.1 Driving Equipment. In the fourth sentence, change the words “nominal axial compressive resistances” to “bearing values”.

Section 702.3.5 Hammer Energy; Delete (b) in the table for Structural Steel and substitute the following:

(b) 225 ft-lb/ton times the design bearing value in tons, divided by the pile batter factor, B, if applicable.

Delete Section 702.4.10 in its entirety and substitute the following:

702.4.10 Dynamic Bearing Formula. The following formulas shall be used as a guide to determine the safe bearing value of piles when other methods of determination are not specified in the contract documents:

Single acting Hammers.	$P = \frac{2WH}{(S+0.1)} \times \frac{2W^a}{(W+w)}$
------------------------	---

Double acting hammers and diesel powered hammers with enclosed rams and bounce pressure gauges	$P = \frac{2E}{(S+0.1)} \times \frac{2W^a}{(W+w)}$
--	--

All other diesel powered hammers unless tested as specified in Sec. 702.3.1.	$P = \frac{2(0.75E)}{(S+0.1)} \times \frac{2W^a}{(W+w)}$
--	--

^aThe value of $\frac{2W}{(W+w)}$ shall be considered one if 2W exceeds W+w.

P = safe allowable bearing value in pounds.

W = weight of striking part of hammer in pounds.

w = weight of pile and mandrel in pounds.

H = height of fall in feet.

E = manufacturer's rated energy in foot-pounds per blow at manufacturer's rated speed, or in case of

a diesel hammer equipped with a bounce pressure gauge the actual energy shown by the gauge chart.

S = average penetration in inches per blow for 10 to 20 consecutive blows, measured along the pile batter, if applicable.

Delete Section 702.4.10.2 in its entirety and substitute the following:

702.4.10.2 For piles driven to a batter, the safe allowable bearing value, P, in the equations provided in Sec 702.4.10 shall be divided by the pile batter factor, B, in order to calculate the value of S, the average penetration per blow.

$$B = \frac{0.1(10-m)}{(1+m^2)}, \text{ pile batter factor}$$

m = the tangent of the angle of batter to a vertical line

Delete Section 702.4.11 in its entirety and substitute the following:

702.4.11 Minimum and Maximum Limits of Pile Driving. Piles shall be driven to at least the minimum tip elevation indicated on the plans. If no minimum tip elevation is shown on the plans, piles shall have a tip elevation at least 10 feet below the bottom of the supported footing, unless specifically authorized otherwise by the engineer. Piles other than structural steel piles shall be driven to attain a bearing value no less than that shown on the plans, determined in accordance with Sec 702.4.10. Structural steel piles shall in general be driven to practical refusal, which will be defined as a pile bearing value of 1.9 times the design bearing value. Prior to driving structural steel piles, the contractor shall review the boring logs to determine conditions of practical refusal. When indication of practical refusal occurs, driving shall cease immediately to avoid damage to the pile and to reduce the risk of injury. Shells for cast-in-place concrete piles shall not be driven to a bearing value in excess of 10 tons over the design bearing value.

Delete Section 702.6.6 in its entirety and substitute the following:

702.6.6 Splices. Splices may be required to extend a structural steel or steel shell pile to reach the minimum design bearing. Any additional splices authorized to achieve the minimum design bearing will be paid for as an additional 8 feet of pile in place at the contract unit price.

SECTION 712 – STRUCTURAL STEEL CONSTRUCTION

Delete Section 712.10.3 in its entirety.

DIVISION 1000

MATERIAL DETAILS

SECTION 1036 – REINFORCING STEEL FOR CONCRETE

Add the following as Section 1036.2.4

If certain testing procedures are specified for acceptance of materials in the “Standard Specifications”, materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the requirements of the “Standard Specifications”.

THIS PAGE INTENTIONALLY LEFT BLANK

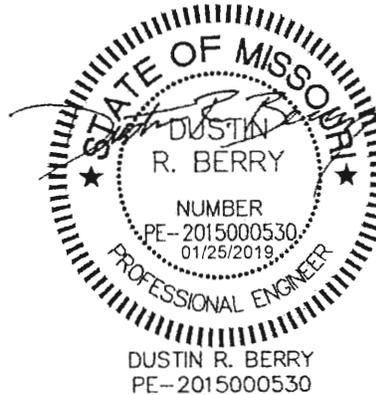
JOB SPECIAL PROVISIONS

THIS PAGE INTENTIONALLY LEFT BLANK

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Work Zone Traffic Management Plan
- B. Emergency Provisions and Incident Management
- C. Utilities
- D. Tree Clearing Restriction
- E. Acceptance of Fabricated Structural Members and Materials
- F. Asbestos Containing Material
- G. Working Days
- H. Liquidated Damages
- I. Site Clearing and Grubbing
- J. Fence
- K. Penetrating Concrete Sealer
- L. Geosynthetic Reinforcement Soil (GRS) Approach
- M. Compaction Testing
- N. Temporary Centerline Markers
- O. Erosion Control
- P. Restoration
- Q. Concrete Cylinder Testing
- R. Existing Signs
- S. Control Points and Survey Monuments
- T. CAD files
- U. Sanitary/Septic Waste Management



DUSTIN R. BERRY
PE-2015000530

THIS PAGE INTENTIONALLY LEFT BLANK

A. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

Full Road Closure

2.1 Handling traffic shall conform to Section 616 of the Standard Specifications, and specifically as follows: **The road shall be closed to thru traffic during construction.**

B. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

Jeff McCann, P.E.
Boone County Chief Engineer
801 E. Walnut, Room 315
Columbia, MO 65201
Phone: 573-886-4480
JMcCann@boonecountymo.org

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits: **No additional for this project.**

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

C. UTILITIES

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Action</u>
<u>Boone County PWSD 9</u> Roger Ballew rballew@pwsd9.com Kyle Baker kbaker@pwsd9.com 573-474-9521	No	None
<u>Boone Electric Coop</u> Andrew Petri apetri@booneelectric.com 573-441-7243 Robert Welsh rwelsh@booneelectric.com	No	Can cover as needed.
<u>Centurylink</u> Tim Dishman tim.dishman@centurylink.com 573-886-3505	Yes	Relocation to be prior to construction.
<u>Socket Telecom</u> Todd Pulis tpulis@socket.net 573-818-4778	Yes	Relocation to be prior to construction.

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in

user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

2.0 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

<Remainder of Page Intentionally Left Blank>

D. TREE CLEARING RESTRICTION

1.0 Description. If the project is within the known breeding range of the federally endangered Indiana bat, to avoid possible impacts to roosting Indiana bats, tree clearing of shaggy barked trees will only be allowed between November 1 thru March 31.

**County will remove all trees and brush within the project limits prior to March 31, 2019.
The Contractor will remove all remaining stumps during construction.**

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision.

E. ACCEPTANCE OF FABRICATED STRUCTURAL MEMBERS AND MATERIALS

1.0 Acceptance of Structural Steel. The following procedures have been established for the acceptance of structural steel. Shop drawings shall be submitted to the engineer for review and approval. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The contractor shall utilize a fabricator who is currently certified for Category III by the American Institute of Steel Construction (AISC). All welding operation, including material and personnel, shall meet the American Welding Society (AWS) specifications. The county or their consultant has the option of inspecting the steel units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the following reports will be required:

- A. Certified mill test reports including results of chemical and physical tests on all structural steel as furnished.
- B. Non-destructive testing reports.

1.1 The county or consultant must verify and document that dimensions of the units were checked at the job and found to be in compliance with the shop drawings.

2.0 Acceptance of Precast Concrete Members. The following procedures have been established for the acceptance of precast double T, I-girder, box-girder and **slab panels**. Shop drawings shall be submitted to the engineer for review and approval. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The County or their consultant has the option of inspecting the precast units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the following reports will be required:

A) Certified mill test reports including results of physical tests on the prestressed strands and reinforcement as furnished.

B) Test reports on concrete cylinder breaks.

2.1 The county or consultant must verify and document that dimensions of the units were checked at the job and found to be in compliance with the shop drawings.

3.0 Acceptance of Materials. If certain testing procedures are specified for acceptance of materials in the “Standard Specifications”, materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the requirements of the “Standard Specifications”.

F. ASBESTOS CONTAINING MATERIAL

1.0 Description. The existing bridge was inspected by Shafer, Kline and Warren, Inc. (now McClure) for asbestos containing materials (ACM’s).

No ACM’s were identified at this project site. Our report has been provided within ENVIRONMENTAL PERMITS & CLEARANCES.

G. WORKING DAYS

1.0 Description. MODOT Standard Specification Section 108.7.2.1 preventing working days being counted from December 15 to March 15, both dates inclusive, does not apply to this project.

H. LIQUIDATED DAMAGES

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

I. SITE CLEARING AND GRUBBING

1.0 Description. This work shall include all work described in Section 02230-Site Clearing and Grubbing of the Technical Specifications and Section 200 of the Boone County Roadway Regulations Chapter II. Site Clearing and Grubbing shall include scalping and off-site disposal of all existing vegetation prior to topsoil stripping. All stumps must be removed from the ground. All trees and brush removed shall be ground and removed from the project site. Burning will not be allowed within the project site.

2.0 Measurement and Payment. Site Clearing and Grubbing will be paid for at the contract lump sum bid price.

J. FENCE

1.0 Measurement and Payment. There will be no measurement or separate payment for any fence within this project. Any damaged or disturbed fence is the responsibility of the contractor and shall be repaired or replaced to its original state and satisfaction to landowner/s.

K. PENETRATING CONCRETE SEALER

1.0 Description. This work shall consist of preparing and treating the new concrete surfaces with a penetrating concrete sealer meeting this specification. These surfaces include the bridge deck, concrete approach slabs (if present) and roadway face and top of sidewalks, curbs, parapets, medians and barrier curbs. This type of sealer shall be used in lieu of the normal surface sealing for concrete in accordance with Sec 703.

2.0 Materials. The sealer shall meet the requirements of this job special provision. The sealer selected by the contractor shall be submitted to the engineer for approval two weeks before application and shall be listed on MoDOT's Pre-Qualified Product List. If the contractor chooses to submit a new product for possible inclusion on MoDOT's Pre-Qualified Product List, the product shall be submitted to the engineer 30 days prior to application of the product on a MoDOT job. New submittals shall include certified test data from an independent test laboratory and the concrete mix design and curing procedure on the test specimens in which sealer was tested.

2.1 The sealer shall be a alkyltrialkoxysilane, with low oligomer and polymer compound content. The chemical composition shall meet the following requirements:

Property	Specification
Purity	95% minimum monomer by weight
Solvent	Less than 5% by weight
Residue	Less than 2% by weight
Density	Per the manufacturer's recommendation
Flash Point	ASTM D93: greater than 125 degrees F
Dry Time	ASTM D1640 Sec 7.5.1: One hour or less

2.1.1 The ASTM D1640 test shall be performed on a concrete surface. This concrete shall be a mix design called for in section 2.2 of this job special provision. The application rate shall be the same rate called for in section 3.4 of this job special provision.

2.2 The sealer shall meet the following performance criteria based on a single application at the application rate specified in Section 3.4 of this specification. MoDOT reserves the right to verify any qualification tests at their expense on any field application. Test specimens shall be produced using either the MoDOT Class B-2 concrete in accordance with Section 501 or the concrete mix specified by the test being performed.

Test	Test Method	Duration	Max Absorption / Cl ⁻
Water Immersion	ASTM C642	48 hours	0.5 percent by weight (mass)
Water Immersion	ASTM C642	50 days	1.5 percent by weight (mass)
Salt Water Ponding (based on non-abraded specimen)	AASHTO T 259	90 days	80% min reduction in Cl ⁻ absorption & 0.50 lbs/cu yd Cl ⁻ at a depth of 1/2" - 1" max

2.3 The sealer shall not permanently stain, discolor or darken the concrete. Application of the sealer shall not alter the surface texture or form a coating on the concrete surfaces.

2.4 The sealer shall not leave residue on glass, painted metal or automobiles.

2.5 The sealer shall not reduce the bond of pavement markings or reduce the skid resistance of the surface being sealed. Any sealer determined to have these adverse effects will be removed from the pre-qualified list.

2.6 The sealer shall be delivered to the project in unopened containers with the manufacturer's label identifying the product and with the seal(s) intact. Each container shall be clearly marked by the manufacturer with the following information:

- Manufacturer's name and address.
- Product name.
- Date of manufacture and expiration date.
- Lot identification.
- Storage requirements.

3.0 Construction Requirements.

3.1 Equipment. Application equipment shall be as recommended by the manufacturer. The spray equipment, tanks, hoses, brooms, rollers, coaters, squeegees, etc. shall be thoroughly clean, dry, free of foreign matter, oil residue and water prior to applying the treatment.

3.2 Cleaning and Surface Preparation. Surfaces which are to be treated shall meet the approved product's requirements for surface condition. Sealing shall not be done until all concrete construction or repair has been completed and cured to the requirements of the manufacturer. The contractor shall furnish the engineer with written instructions for the surface preparation requirements.

3.2.1 Sealing shall be done after the bridge deck has been textured.

3.2.2 At a minimum, the surface shall be thoroughly cleaned to remove dust, dirt, oil, wax, curing components, efflorescence, laitance, coatings and other foreign materials. The manufacturer or manufacturer's representative shall approve the use of chemicals and other cleaning compounds to facilitate the removal of these foreign materials before use. The treatment shall be applied within 48 hours following surface preparation.

3.2.3 Cleaning equipment shall be fitted with suitable traps, filters, drip pans and other devices to prevent oil and other foreign material from being deposited on the surface.

3.3 Test Application. Prior to final application, the contractor shall treat a measured test coverage area on horizontal and vertical surfaces of the different components of the structure to be treated for the purpose of demonstrating the desired physical and visual effect on an application or of obtaining a visual illustration of the absorption necessary to achieve the specified coverage rate. In the latter case, the applicator shall use at least ½ gallon (1.9 liter) of treatment following the manufacturer's recommended method of application for the total of the test surfaces. Horizontal test surfaces shall be located on the deck and on the curb or sidewalk, and vertical test surfaces shall be located on a parapet or safety barrier curb so that the different textures are displayed.

3.4 Application. The sealer shall be applied by thoroughly saturating the concrete surfaces so that one gallon of material shall not be spread over more than 200 square feet. A low pressure, high volume method of application shall be used that will not atomize the silane. Hand pump sprayer shall not be used.

3.4.1 The concrete surface temperature shall be between 35°F and rising and 100°F and falling.

3.4.2 At a minimum, the wet cure must be complete and the moisture content of the concrete must be at or below 8 percent as measured by a moisture meter.

3.4.3 Allow concrete to dry a minimum of 48 hours after any measurable precipitation.

3.4.4 The treatment shall be spread from puddles to dry areas.

3.4.5 If the applicator is unable to complete the entire application continuously, the location where the application was stopped shall be noted and clearly marked.

3.5 Protection of Adjoining Surfaces and the Public.

3.5.1 When applying the sealer, the contractor shall protect adjoining surfaces of the structure

that are not to be sealed. The contractor shall also make provision to protect the public from overspray.

3.5.2 Asphalt and mastic type surfaces shall be protected from spillage and overspray. Any asphalt pavement damaged by the sealer will result in removal and replacement at the contractor's expense. Joint sealants, traffic paints and asphalt overlays may be applied to the treated surfaces 48 hours after the treatment has been applied. Adjoining and nearby surfaces of aluminum or glass shall be covered where there is possibility of the treatment being deposited on the surfaces. Plants and vegetation shall be protected from overspray by covering with drop cloths. Precautions shall be followed as indicated on the manufacturer's product and material safety data sheet.

3.6 Opening to Traffic. Traffic may be allowed on a deck when the material is tack free. Dried coating shall not leave residue on glass, painted metal or automobiles.

4.0 Method of Measurement. The contractor will provide the engineer with material delivery tickets verifying how much sealer was supplied to the site and verification of how much was applied.

5.0 Basis of Payment. Payment for the above described work shall be considered completely covered by the contract unit price for other items included in the contract.

<Remainder of Page Intentionally Left Blank>

L. GEOSYNTHETIC REINFORCEMENT SOIL (GRS) APPROACH

1.0 Description. Work shall consist of furnishing materials and the construction of a Geosynthetic Reinforcement Soil (GRS) Approach meeting the approval of the owner.

2.0 Prequalification Geotextile. All geotextile fabric shall be prequalified and approved before the contract is awarded. To apply for prequalification or prequalification requirements, the supplier or manufacturer shall submit a request to the owner along with certification that the geotextile has a wide width tensile strength of 2400 lbs per foot in both directions as per ASTM D6637 (or ASTM D-4595). Geotextile shall be Propex GEOTEX 2x2HF or approved equal.

3.0 Granular Fill Material. Granular fill material for MSF shall conform to the following requirements.

3.1 Granular fill material shall be clean and crushed angular stone with a maximum grain size of 1/2 inches and conforming to the following gradation limits:

Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	90-100
No.4	20-55
No.8	5-30
No. 16	0-10
No. 50	0-5

Granular fill material meeting the open-graded backfill specifications of AASHTO No. 89 or AASHTO No. 67 are also acceptable.

3.2 The Plasticity Index, as determined by AASHTO T-90, shall not exceed 6.

3.3 The angle of internal friction for the granular fill material shall be no less than 38 degrees. No testing will be required if the granular fill consists entirely of crushed limestone. When testing is required, testing shall be in accordance with Sec 1010.3.5.

3.4 The material shall substantially be free of shale or other soft, poor durability particles and shall have a magnesium sulfate soundness loss of less than 30 percent after four cycles (or a sodium value less than 15 percent after five cycles) as determined by AASHTO T-104.

3.5 The contractor shall furnish to the owner a Certificate of Compliance certifying the selected granular fill material complies with this section of the specifications. A copy of test results from an approved laboratory testing the material for all of the above requirements shall

also be furnished to the owner. Tests shall apply specifically to the material being used and shall not be more than twelve months old, if previously tested for another job and still applicable.

3.6 Acceptance will be based on the Certificate of Compliance, accompanying test reports, and any applicable tests performed by the owner or its representative.

4.0 Construction Requirements.

4.1 Delivery, storage, and handling of all GRS materials shall comply with requirements set forth in the Missouri Standards Specifications for Highway Construction.

4.2 Subgrade surfaces beneath the GRS Approaches shall be level, free from deleterious materials, loose or otherwise unsuitable soils. Prior to placement of geogrid (or geotextile) and granular fill material, the subgrade shall be proof-rolled to provide a uniform and firm surface. Any soft areas, as determined by the owner, shall be excavated and replaced with suitable compacted materials. Foundation surface shall be inspected and approved by the owner prior to fill placement. Benching the backcut into competent soil is recommended to improve stability.

4.3 Geogrid (or geotextile) shall be installed within layers of the compacted granular fill material in accordance with the manufacturer's recommendations and as shown on the plans. Geogrid (or geotextile) is to extend the lengths as shown on the plans unless otherwise directed by the owner. Any required laps of geogrid (or geotextile) to cover each lift of granular fill shall be done in accordance with the manufacturer's recommendations.

4.4 Backfill shall be placed, spread, and compacted in such a manner to minimize the development of wrinkles and/or displacement of the geogrid (or geotextile). Granular soils shall be compacted in a maximum loose lift thickness of 8 inches. The top layer of the geogrid (or geotextile) shall be 2 to 4 inches below the asphalt base course. Backfill shall be compacted to at least 95 percent of the maximum density determined in accordance with AASHTO T-99. With the approval of the owner, density testing of the granular fill material can be omitted if sufficient density is achieved with 3 to 5 passes of a walk-behind vibratory plate compactor within 3 feet of the fill face and by a ride-on vibratory roller in other areas. Backfill shall be graded away from the slope crest and rolled at the end of each work day to prevent ponding of water on surface of the GRS. Tracked construction equipment shall not be operated directly upon the geogrid (or geotextile). A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid (or geotextile). Turning of tracked vehicles shall be kept to a minimum to prevent tracks from displacing the fill and the geogrid (or geotextile). If approved by the owner and subject to satisfactory performance, rubber-tired equipment may pass over the geogrid (or geotextile) at speeds no greater than 10 mph.

Sudden braking and sharp turning shall be avoided. Separation geotextile meeting Sec 1011 requirements shall be used as directed by the owner to encapsulate the GRS system when the geogrid is deemed incapable of suitably retaining the granular fill.

5.0 Method of Measurement.

5.1 Measurement of Geosynthetic Reinforcement Soil (GRS) Approach is on a lump sum basis. The estimated quantities shown on the plans are shown for informational purposes. The contractor should develop an independent analysis of materials and work effort required to construct the GRS Approach as shown on the plans and outlined in the Special Provisions.

6.0 Basis of Payment. Payment shall cover all GRS materials and installation. Excavation of any unsuitable materials, as directed by the owner will have no direct payment. The GRS Approach will be paid for at the contract lump sum price for GRS Approach.

M. COMPACTION TESTING

1.0 GRS Approach Compaction Testing.

1.1 The contractor shall have an independent testing firm perform density testing on the Geosynthetic Reinforced Soil (GRS) Approaches. At least two passing tests shall be performed on each separate area of the mechanically stabilized fill. One test shall be performed in the lower half of the fill, the second shall be performed in the upper half of the fill. Lifts tested shall be at least 3 feet apart. Each test shall consist of at least three separate readings equally spread throughout the lift.

1.2 The contractor shall have an independent testing firm perform density testing on the top layer of roadway subgrade for each bridge approach (not including areas of GRS Approaches). One set of tests shall be taken every 50 feet with a minimum of 2 sets per bridge approach. A set is defined as three tests taken at the same road station (one in the center of each travel lane and one at the centerline of road). The contractor shall proof roll the completed subgrade per Section 205 of the Boone County Roadway Regulations, Chapter II prior to placement of the aggregate base layer. The contractor may also be required to proof roll the top of the completed aggregate base layer prior to placement of the asphalt base course.

1.3 Density testing shall satisfy Boone County Technical Spec Section 02300. Written test results shall be submitted to Boone County by the testing agency. Testing personnel shall possess appropriate MoDOT certification or approved equivalent.

1.4 Cost of testing shall be included in the Lump Sum bid item - Compaction Testing.

N. TEMPORARY CENTERLINE MARKERS

1.0 Temporary centerline markers shall be placed at 40' spacing from beginning of project to end of project along the centerline of East St. Charles Road. Markers shall be placed per manufacturers recommendations. No markers required on bridge deck.

O. EROSION CONTROL

1.0 It is the Contractor's responsibility to insure proper erosion control practices are installed on the project and no silt leaves the construction area. Erosion control shall follow Section 01570 of the Technical Specifications. As industry standards and new products are continually coming to market, substitution for products shown in these Project Documents will be allowed as long as they are submitted and approved by Boone County Resource Management before installation. This flexibility does not relieve the Contractor of meeting minimum preventative erosion control standards. Appropriate perimeter controls must be installed before beginning grading operations.

1.1 Erosion Control will be paid for at the contract Lump Sum bid price and shall include installation, maintenance, repair, and removal once permanent erosion control is established.

P. RESTORATION

1.0 The separate seeding and erosion control performance bond described in the Maintenance Requirements Paragraph on page 10.7 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project.

1.1 The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area. Restored topsoil thickness shall be uniform and no less than 4 inches thick. Costs for topsoil, lime, fertilizer, seed, and type 3 mulch shall be included in the Restoration bid item price.

Q. CONCRETE CYLINDER TESTING

1.1 The contractor shall have an independent testing firm take samples of fresh concrete, make cylinders, cure and test concrete cylinders as follows:

- A) 6 - 4"x8" cylinders for Bent #1 abutment below the girder bearing elevation
- B) 6 - 4"x8" cylinders for Bent #2 abutment below the girder bearing elevation.
- C) 6 - 4"x8" cylinders for each half of the deck.

1.2 1 cylinder of each set of 6 shall be tested at 7 days of age. 2 cylinders shall be tested at 28 days. The rest of the cylinders shall be tested as needed upon approval of Boone County Chief

Engineer. The untested cylinders shall be held until the project is accepted. Written test results shall be submitted to Boone County.

1.3 The contractor shall have an independent testing firm perform slump, air, and temperature tests to accompany each set of cylinders made. Testing personnel shall possess appropriate MoDOT or ACI certification.

1.4 The cost of this testing shall be included in the cost of the Class MB-2 Concrete.

R. EXISTING SIGNS

1.0 Existing signs and sign posts that conflict with construction shall either be reinstalled by Contractor or salvaged by the Contractor and delivered to Boone County Public Works at 5551 South Tom Bass Road, Columbia, Missouri unless otherwise noted on the Plans. Coordinate delivery with the Boone County Inspector. Signs to be reinstalled after construction shall be road name signs, stop sign and do not enter when flooded sign. Cost shall be incidental to the Removal of Existing Improvements bid item.

S. CONTROL POINTS AND SURVEY MONUMENTS

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

T. CAD FILES

1.0 No CAD files will be furnished for this project.

U. SANITARY/SEPTIC WASTE MANAGEMENT

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

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.

THIS PAGE INTENTIONALLY LEFT BLANK

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 preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, 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. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

THIS PAGE INTENTIONALLY LEFT BLANK

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.

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX D

THIS PAGE INTENTIONALLY LEFT BLANK

**ENVIRONMENTAL AND
CULTURAL PERMITS AND
CLEARANCES**

THIS PAGE INTENTIONALLY LEFT BLANK

REQUIRED CLEARANCES FOR BORROW AREAS

The necessary clearances for contractor furnished borrow areas shall be obtained prior to using the borrow area for the project. The Contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or borrow areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the Federal Project Number on all correspondence. The following addresses the primary environmental issues related to clearance of borrow areas:

1. ENDANGERED SPECIES ACT
Missouri Department of Conservation (MDC)
Planning Division
P.O. Box 180
Jefferson City, MO 65102-0180
Telephone Number (573) 751-4115 or FAX (573) 751-4495

Request a search of the Heritage Database to determine if there are any know endangered or sensitive species or communities at the proposed site. All queries must be accompanied by a good quality map illustrating the location of the proposed site.

Should MDC have no records for the proposed site and it is unlikely that sensitive species or important habitat will be damaged by this land disturbance activity, the contractor may proceed. Further coordination with MDC shall be required if the presence of or the likelihood of Federally threatened or endangered species or critical habitat is indicated. Should MDC indicate that only state-listed rare or endangered species will be impacted, the contractor should work to reduce the potential impact to those species. However, state listed species are not protected by state regulations that require measures of protection.

Any impact to habitats with known occurrences of species federally listed as threatened or endangered by the U.S. Fish and Wildlife Service (FWS) is not allowed by the Endangered Species Act without coordination with FWS.

Columbia Field Office
U.S. Fish and Wildlife Service (FWS)
608 East Cherry Street
Columbia, MO 65201
Telephone Number (573) 876-1911 or FAX (573) 876-1914

Should concerns be expressed regarding any species in this area, it may be advisable to locate another borrow area.

2. FARMLAND PROTECTION POLICY ACT

Compliance with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contribution to the unnecessary and irreversible conversion of farmland caused by non-agricultural uses, is required.

An aerial map showing the disturbed area and Form AD-1006 need to be submitted to the Natural Resources Conservation Service (NRCS) serving the area. Form AD-1006 may be obtained from the NRCS office. Parts I and III of Form AD-1006 should be completed by the contractor. The form should be sent to the NRCS for completion of Parts II, IV, and V. The NRCS office should be instructed to return the form to:

Missouri Department of Transportation
Environmental Section
Plan Scoping
P.O. Box 270
Jefferson City, MO 65102

Parts VI and VII will be completed by MoDOT and the completed form will be returned to the contractor for documentation of compliance. A copy of the form will be retained by MoDOT.

3. WETLANDS

A Federal Executive Order has decreed a national policy of "no net loss of wetlands". Under this policy, any impact to wetlands must be avoided if at all practical. When a borrow area has an impact on wetlands, the impact must be mitigated by construction or enhancement of a like quantity and quality of new wetlands. Avoiding an impact to wetlands is a primary goal.

To determine if a site occurs in a wetland, the United States Department of Agriculture should be contacted. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available at the local NRCS office. Should wetlands be identified on the Food Security Act Maps, a site visit may be needed to confirm the location of the wetlands. If there is no impact to wetlands, no further action need be taken.

If there are questions regarding the extent of wetlands that cannot be avoided, the U.S. Army Corps of Engineers (COE) should be contacted. A COE 404 Permit must be processed through the Corps office that has jurisdiction over the project area.

4. HAZARDOUS WASTE SITES

Proposed disturbed sites will probably be located in rural areas which have been used for agricultural or similar purposes. Hazardous wastes are most typically associated with commercial or industrial properties, past or present.

Hazardous wastes are unlikely if the proposed disturbed site is basically farmland or pasture and has not been used for any commercial activity or dumping. The contractor should document the historic land use of the parcel and explain how this assessment was obtained. The contractor should provide the following documentation to Missouri Department of Transportation: who was contacted and the results of the contact. If potential problems are identified during the search for information, it would be wise to locate another site.

5. WATER QUALITY/LAND DISTURBANCE

If the project proponent does not have a valid general NPDES permit for storm water runoff and the project will disturb 1 acre or more of land a specific NPDES permit is required. A pollution prevention plan may be required with the NPDES application. Contact MO Department of Natural Resources at (573) 751-1300 for further information.

6. CULTURAL RESOURCES

All projects requiring environmental clearance for cultural resources (archaeological sites and structures) must be reviewed and approved by the Missouri Department of Natural Resources' (DNR) Historic Preservation Program (HPP). To initiate the HPP review and clearance of a disturbed site for Cultural Resources, a "Section 106 Project Information Form" must be completed and submitted to the HPP along with the necessary documents. Copies of the "Section 106 Project Information Form" may be obtained from MoDOT District Offices or the following:

Historic Preservation Program
Department of Natural Resources
Attention: Review & Compliance
P.O. Box 176
Jefferson City, MO 65102
Telephone Number (573) 751-7858

Based on the information submitted, HPP may clear the project or request that the contractor acquire the services of an archaeological consultant to conduct a cultural resource survey of the proposed disturbed site.

of excerpts from the January 6, 2017 Federal Register, Issuance of Nationwide Permits, are met. You must also comply with the Kansas City District Regional NWP Conditions posted at: <http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/NationWidePermits.aspx>

In addition to the general and regional conditions of the NWP, the following condition is made a part of this authorization:

1. No tree clearing activities are to take place during the period of April 1 through October 31.

The Missouri Department of Natural Resources has certified that this NWP will not violate existing state water quality standards provided you comply with the conditions included in their attached certification document. All conditions included in the water quality certification become conditions of the NWP authorization. Please review all conditions associated with this NWP. If you have any questions concerning state water quality standards or compliance issues with the associated certification conditions, please contact the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, Missouri 65102-0176. You may also contact the office at 573-526-3589 or by email at wpsc401cert@dnr.mo.gov.

General condition 30 requires you to sign and submit the enclosed "Compliance Certification" within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

This NWP verification is valid until March 18, 2022. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit determination. Although the Corps has verified your project would meet the terms and conditions of a nationwide permit, other Federal, state and/or local permits may be required. You should verify this yourself.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, Corps of Engineers Regulatory Program. Please feel free to complete our Customer Service Survey form on our website at: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. You may also call and request a paper copy of the survey which you may complete and return to us by mail.

Mr. Kenny Pointer, Regulatory Project Manager, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Mr. Pointer at 816-389-3833 or via e-mail at james.k.pointer@usace.army.mil. Please reference File No. NWK 2017-01681 in all comments and/or inquiries relating to this project.

Enclosures

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided

results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form

must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district

engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

cc (electronically w/o enclosures):

Environmental Protection Agency,
Watershed Planning and Implementation Branch
U.S. Fish and Wildlife Service, Columbia, Missouri
Missouri Department of Natural Resources,
Water Protection Program
State Historic Preservation Office
Missouri Department of Conservation

✓ Dustin Berry
Shafer, Kline & Warren, Inc.
3200 Penn Terrace, Suite 100
Columbia, MO 65202

Appendix 2 - PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PJD: Nov 6, 2017

B. NAME AND ADDRESS OF PERSON REQUESTING PJD: Jeff McCann, Boone County Commission, 801 East Walnut, Room 315, Columbia, MO 65201.

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: CENWK, Boone County Commission, NWK 2017-01681.

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:

(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: Missouri County/parish/borough: Boone City:

Center coordinates of site (lat/long in degree decimal format):

Lat.: 38.977984° N Long.: -92.172888° W

Universal Transverse Mercator: NAD 83/UTM Zone 15

Name of nearest waterbody: Little Cedar Creek

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

Office (Desk) Determination. Date: Nov 6, 2017

Field Determination. Date(s):

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.

Site number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e., wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404)
1. Little Cedar Creek <input checked="" type="checkbox"/>	38.977984° N	-92.172888° W	120 linear feet	perennial stream	Section 404

- 1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
- 2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there "*may be*" waters of the U.S. and/or that there "*may be*" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply)

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

- Maps, plans, plots or plat submitted by or on behalf of the PJD requestor.
Map: information provided with application.
- Data sheets prepared/submitted by or on behalf of the PJD requestor.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report. Rationale: _____
- Data sheets prepared by the Corps: _____
- Corps navigable waters' study: _____
- U.S. Geological Survey Hydrologic Atlas: _____
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: 7.5 minute U.S.G.S. topographic map, Miller : MO Road map
- Natural Resources Conservation Service Soil Survey. Citation: Boone County Soil Survey
- National wetlands inventory map(s). Cite name: USFWS NWI mapping
- State/local wetland inventory map(s): _____
- FEMA/FIRM maps: _____
- 100-year Floodplain Elevation is: _____.(National Geodetic Vertical Datum of 19
- Photographs: Aerial (Name & Date): Google Earth, 3/17/2017.
or Other (Name & Date): _____
- Previous determination(s). File no. and date of response letter: _____
- Other information (please specify): _____

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Ken Forrite 11/06/2017
Signature and date of
Regulatory staff member
completing PJD

Signature and date of
person requesting PJD
(REQUIRED, unless obtaining
the signature is impracticable)¹

¹ Districts may establish timeframes for requestor to return signed PJD forms. If the requestor does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.

Excerpts from the January 6, 2017 Federal Register Nationwide Permit General Conditions

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements.

No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas.

Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas.

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds.

No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material.

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes.

No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments.

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows.

To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains.

The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment.

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls.

Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills.

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance.

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project.

The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights.

No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate

documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA

section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles.

The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include

background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts.

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or

remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters.

Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation.

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures.

To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality.

Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to

ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management.

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions.

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits.

The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications.

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification.

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States.

If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

THIS PAGE INTENTIONALLY LEFT BLANK

MISSOURI NATIONWIDE PERMIT REGIONAL CONDITIONS

For All Nationwide Permits

1. Stream Crossings. In addition to requirements of General Condition 2 and General Condition 9 of the Nationwide Permits, the following guidelines for stream crossings apply for regulated activities in waters of the United States. The guidelines are available at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC1Streams.pdf>.

- Corps Districts may waive Regional Condition 1 when project site geomorphology (i.e. bedrock, gradient) or existing alterations (i.e. adjacent impoundment, as part of a dry detention basin) creates conflict with the guidelines. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

2. Seasonal Restrictions for Activities Proposed in Spawning Areas. In addition to the requirements of General Condition 3 of the Nationwide Permits, the following specific seasonal restrictions apply for regulated activities in waters of the United States. Between the closed dates listed in the Missouri Combined Stream Spawning List, the permittee must not excavate from or discharge into the listed waters. The list of waters with seasonal restrictions is available on request from the Corps or at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC2Spawning List.pdf>.

- Corps Districts may waive Regional Condition 2 when the applicant demonstrates imminent threats to public safety and health, or to property. The Corps will consult with the U.S. Fish and Wildlife Service and Missouri Department of Conservation before granting the waiver and may add additional special conditions to protect aquatic life during the operation. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

3. Invasive and Exotic Species. Plant species listed at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MOInvasivePlants.pdf> shall not be used for revegetation unless this requirement is waived by the district engineer based on a case specific analysis of the revegetation plan. Best management practices should be used to reduce the risk of transferring invasive plant and animal species to or from the project site. Best management practices can be found at: <http://www.invasivespeciesinfo.gov/toolkit/prevention.shtml>. Known zebra mussel waters within Missouri can be found at:

https://huntfish.mdc.mo.gov/sites/default/files/downloads/zebraapril2013_0.pdf.

4. Suitable Material. In addition to the specific examples in General Condition 6 of the Nationwide Permits, the following materials are not suitable for fill activities in waters of the United States: vehicle bodies, construction or demolition debris, asphalt in any form, garbage, tires, treated lumber products that do not comply with the Registration Documents issued by the U.S. Environmental Protection Agency (USEPA) under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) and that are not in accordance with standards issued by American Wood Protection Association of the International Code Council, liquid concrete not poured into forms, grouted riprap, bagged cement and sewage or organic waste.

Broken concrete used as bank stabilization must be reasonably well graded, consisting of pieces varying in size from 20 pounds up to and including at least 150 pound pieces to withstand expected high flows. Applicants must break all large slabs to conform to the well graded requirement.

Generally, the maximum weight of any piece should not be more than 500 pounds. Gravel and dirt should not exceed 15% of the total fill volume when using broken concrete as fill. All protruding reinforcement rods, trash, asphalt, and other extraneous materials must be removed from the broken concrete prior to placement in waters of the United States.

5. Priority Watersheds. The applicant must provide preconstruction notification to the District Engineer for any regulated activity in a priority watershed. The list of priority watersheds requiring notification is available on request from the Corps or at:
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/PriorityWatersheds.pdf>

6. Special Aquatic Resources. The applicant must provide preconstruction notification to the District Engineer for any regulated activity which may impact a jurisdictional fen, seep or bog of any size.

7. Sensitive Aquatic Species. The applicant must provide preconstruction notification to the District Engineer for any regulated activity in waters listed at:
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC7AquaticSpecies.pdf>
The submitted preconstruction notification will be coordinated in accordance with General Condition 32(d) with the U.S. Fish and Wildlife Service as determined appropriate by the Corps.

For Specific Nationwide Permits:

8. NWP 12 – Utility Line Activities. The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is in a special aquatic site or when new utility line construction activities have multiple crossings of the same stream and/or parallel a stream. The preconstruction notification must include a revegetation plan for impacted wetlands and riparian areas in accordance with Regional Condition 3. Where preconstruction notification is required for utility line activities within streams, the submittal must include site-specific plans for the stabilization of disturbed channel bed and bank areas.

9. NWP 23 – Approved Categorical Exclusions. The applicant must provide preconstruction notification to the District Engineer for all regulated Nationwide Permit 23 activities in waters of the United States. In addition to information required by General Condition 32, the applicant must identify the approved categorical exclusion that applies and provide documentation that the project fits the categorical exclusion.

10. NWP 27 – Stream and Wetland Restoration Activities. The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is associated with impacts to forested wetlands.

11. NWP 44 – Mining Activities. Nationwide Permit 44 cannot be used to authorize in-stream mining projects, including in-stream sand and gravel mining operations.

12. Requirements for Waiver of 300 Linear Foot Limit Associated with NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52 and all Waiver Limits Associated with NWP 13. Waiver considerations for NWP 13 include activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharge of dredged or fill material into special aquatic sites. The applicant must

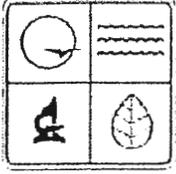
request the waiver in writing and provide documentation and environmentally based reasons to support the waiver request in accordance with the requirements of General Condition 32(d) for making waiver determinations.

13. Lake of the Ozarks: The applicant must provide a preconstruction notification to the District Engineer for any regulated activity associated with Nationwide Permits 3, 7, 12, 14, 15, 18, 22, 27, 33 and 45 within Lake of the Ozarks. A copy of this notification must also concurrently be sent to Ameren Missouri. Nationwide Permits 2, 13, 16, 19, 25, 29, 31, 35, 36, 39, 41 and 44 are revoked in the Lake of the Ozarks. NWPs 1, 9, 10, 11 and 28 are only valid when both Ameren Missouri and the Missouri State Water Patrol have approved the activity. The Corps and Ameren Missouri, regardless of the request to use any Nationwide Permit, may verify the activity under the provisions of Regional General Permit 38M

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/permits/2016-07-05GP-38M.pdf>. Additional information on Ameren Missouri and Lake of the Ozarks permit requirements can be found at the following webpage: <https://www.ameren.com/missouri/lake-of-the-ozarks>.

Note: Preconstruction Notification to the District Engineer must be in accordance with General Condition 32 of the Nationwide Permits.

THIS PAGE INTENTIONALLY LEFT BLANK



Missouri Department of Natural Resources

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION 2017 GENERAL AND SPECIFIC CONDITIONS

Water Protection Program

03/2017

Division of Environmental Quality Acting Director: Steve Feeler

PUB02235

Consistent with Section 401 of the Clean Water Act, these precertified conditions are designed to ensure activities carried out under Nationwide Permits (NWP) authorized by the U.S. Army Corps of Engineers (USACE) do not violate Missouri Water Quality Standards at 10 CSR 20-7.031, resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability or impacts to the biological and chemical integrity of the waters. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this document apply to those authorized projects where the applicant has chosen to accept these conditions instead of pursuing an individual Clean Water Act Section 401 Water Quality Certification (WQC) for the following NWP:

- Only General Conditions apply to projects authorized by NWP 5, 7, 15, 18, 23, 25, 27, 29, 30, 31, 36, 39, 40, 43, 45, and 46.
- Both General and Specific Conditions apply to projects authorized by NWP 3, 4, 6, 7, 12, 13, 14, 16, 19, 20, 22, 33, 41, 42, 53 and 54.

Alternatively, an applicant may apply for individual WQC if they do not wish to accept the conditions outlined in this document.

Projects authorized by NWP 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51 and 52 require individual WQC by the Department of Natural Resources.

NWP 1, 2, 8, 9, 10, 11, 28 and 35 authorize projects under Section 10 of the Rivers and Harbors Act of 1899 only. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the agency determines the activity is likely to result in a discharge during construction or operation, the Department of Natural Resources has the discretion to require a WQC for a Section 10 activity. The USACE will advise a Section 10 permit applicant that they may need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Chapter 644.037, RSMo, the Department of Natural Resources shall certify without conditions NWP as they apply to impacts on wetlands in Missouri.

Pursuant to Chapter 644.038, RSMo, the Department of Natural Resources certifies all NWP for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2016 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

GENERAL CONDITIONS

1. NWP shall not allow the filling of jurisdictional springs such as those associated with a water body's point of origin or located in a streambed.
2. Acquisition of NWP and the attendant WQC shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Department of Natural Resources' regional office in the project area. A regional office map with contact information can be located at www.dnr.mo.gov/regions/regions.htm.

3. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.
4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436 or website at <http://dnr.mo.gov/env/esp/esp-eer.htm>.
5. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected such as for bank stabilization, and shall not be used due to their potential to cause violations of the general and numeric criteria of the Water Quality Standards:
 - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the "Missouri Nationwide Permit Regional Conditions" (updated link based on 2017 regional condition revisions) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows.
 - b. Concrete with exposed rebar.
 - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
 - d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
 - e. Any material containing chemicals that would result in violation of water quality standards.
6. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. A vegetated riparian buffer strip shall be maintained during all stages of the project, including post-construction, from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of these NWPs, lack of ownership or control of any portion of the riparian buffer strip may be considered a legitimate and discretionary cause to waive this requirement on that portion.
7. An individual WQC is required for any NWP issued on a water that is:
 - a. Listed for a sediment-related impairment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at <http://dnr.mo.gov/env/wpp/waterquality/303d/303d.htm>; or
 - b. Located in or occur within two miles upstream of a designated outstanding state or national resource water as found in 10 CSR 20-7.031, Tables D and E at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.

The Department of Natural Resources' geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at msdis.missouri.edu/. Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department of Natural Resources' Water Protection Program at 573-522-4502.
8. Discharge to designated metropolitan no-discharge streams is prohibited, except as specifically permitted under the Water Quality Standards, 10 CSR 20-7.031, and non-contaminated stormwater flows. No water contaminant except uncontaminated cooling water, permitted stormwater discharges in compliance with permit conditions, and excess wet-weather bypass discharges not interfering with beneficial uses should be discharged to the watersheds of streams listed in 10 CSR 20-7.031, Table F at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.
9. A stream's pattern, profile and dimension, including but not limited to sinuosity, slope and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion.
10. NWPs authorized by the USACE for which the district engineer waives the impact limit related to linear feet (LF) or width shall require notification to the Department of Natural Resources. The Department of Natural Resources shall respond within 15 calendar days whether or not individual WQC would be required. This is applicable to NWPs 13, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52 and 54.

11. Proposed projects authorized by the USACE and containing a waiver of any "Missouri Nationwide Permit Regional Condition," except Regional Conditions 2, 3 and 7, shall require an individual WQC by the state.
12. Representatives from the Department of Natural Resources shall be allowed upon request on the project property, which includes the site(s) where the authorized activity takes place and any associated compensatory mitigation site(s), to inspect the authorized activity and mitigation efforts as deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions and water quality standards. The applicant or their consultant shall submit any requested information deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions.
13. After avoidance and minimization for the project, all unavoidable, adverse impacts shall be mitigated appropriately based on type and extent of impact.
 - a. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and/or other mitigation guidance approved for use in Missouri. Mitigation guidance documents can be located online at www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri.
 - b. Mitigation shall be within the state of Missouri.
 - c. The applicant shall comply with the higher value of compensatory mitigation required by either the Department of Natural Resources or the USACE, but not both unless explicitly noted.
 - d. Stream impacts shall require compensatory mitigation with only in-stream or riparian corridor credits, unless the Department of Natural Resources agrees to an alternative.
14. Antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4); Page 15 at <http://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>].
15. Channelization of streams is not allowed under this precertification:
 - a. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow.
 - b. Bank stabilization activities along one bank of a stream are permitted, including but not limited to, bank sloping and riprapping.
 - c. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is prohibited.
16. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin.
17. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

SPECIFIC CONDITIONS

18. Nationwide Permit 3 Maintenance
 - a. Silt, sediment and debris removal shall be limited to a maximum of 100 LF upstream and 100 LF downstream of structures.
 - b. During dewatering, water shall not be returned directly to the water way but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 cfs or less, return may be made directly to the stream.
19. Nationwide Permit 4 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.

20. Nationwide Permit 6 Survey Activities

Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the water way, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.

21. Nationwide Permit 7 Outfall Structures and Associated Intake Structures

WQC does not replace or negate the need to obtain any required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components including outfall structures; permits to release wastewater effluents; or for the construction of components related to public water supplies including intake structures as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).

22. Nationwide Permit 12 Utility Line Activities

- a. For utility crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport.
- b. Material resulting from activity may not be temporarily side-cast into waters of the state for more than one month.
- c. Directional boring to avoid impacts to waters of the state is recommended.
- d. Drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-522-4502. Restoration of the impacted water(s) may be required.
- e. Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.
- f. New utilities lines, when considering the project as a whole, which (1) Cross more than one jurisdictional water resulting in greater than 500 LF and/or 0.50 acre of impact to jurisdictional waters as a project total, and (2) Travel through more than two county jurisdictions or more than one state jurisdiction shall be viewed as a whole project in the WQC process and require individual WQC of all crossings, except crossings utilizing directional boring.

23. Nationwide Permit 13 Bank Stabilization

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. The permittee shall invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

24. Nationwide Permit 14 Linear Transportation Projects

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

25. Nationwide Permit 16 Return Water from Upland Contained Disposal Areas

These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

26. Nationwide Permit 19 Minor Dredging

These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

27. Nationwide Permit 20 Response Operations for Oil and Hazardous Substances

- a. These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
- b. Oil and hazardous substance releases are to be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases.

28. Nationwide Permit 22 Removal of Vessels

Use of this NWP in Missouri is limited to removal actions only and shall not be used for any disposal of vessel.

29. Nationwide Permit 33 Temporary Construction, Access and Dewatering

- a. The use of this NWP shall be limited to impacts of six months or less in duration.
- b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project.

30. Nationwide Permit 41 Reshaping Existing Drainage Ditches

- a. Material from the reshaping activities shall not be side-cast into any jurisdictional waters.
- b. Removal of vegetation shall be the minimum necessary to conduct approved activity except for the removal of invasive or noxious species. The Department of Natural Resources encourages deep-rooted vegetation to be maintained on at least one side of the water way to protect water quality; for example, leaving trees on the west side to prevent temperature exceedances in the water way.

31. Nationwide Permit 42 Recreational Facilities

The vegetated riparian buffer strip to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

32. Nationwide Permit 53 Removal of Low-Head Dams

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam.
- c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

33. Nationwide Permit 54 Living Shorelines

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. Invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

Applications for WQC should be sent to the Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to wpsc401cert@dnr.mo.gov. A complete application consists of the application submitted to the USACE as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans [Section 644.026.26, RSMo and 10 CSR 20-6.060(5)].

An issued WQC becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC. Consultation with the Department of Natural Resources is required should the permit require modification. Not all permit modifications require the WQC to be modified or reissued. For example when a permit expiration date is extended or the permit is reissued and there are no changes to the original project or water quality standards, the WQC may remain valid for that project.

The Department of Natural Resources encourages, but does not require the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: www.epa.gov/owow/NPS/lid/ and www.lid-stormwater.net/lid_techniques.htm.

The Department of Natural Resources encourages the use of native vegetation to protect impacted areas from future water quality concerns. Native vegetation has evolved with Missouri's geology, climate and wildlife to occur within a region as a result of natural processes rather than human intervention. For areas where direct impacts to streams are to be avoided, the Department of Natural Resources recommends a minimum riparian buffer strip width of 50 feet as measured from top of bank.

The following publication provides guidance on how to protect water quality through Best Management Practices on project sites. For more information, please read: "Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas" dated January 2011 and located online at <http://dnr.mo.gov/env/wpp/wpcp-guide.htm>.

To help determine if a proposed activity could encounter species or sites of conservation concern within or near a project, including those that have not been recorded, the applicant is encouraged to visit:

- Missouri Department of Conservation's "Natural Heritage Review" website at <https://naturalheritagereview.mdc.mo.gov/>, and
- U.S. Fish and Wildlife Service's "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the U.S. Fish and Wildlife Service.

For more information
Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102-0176
wpsc401cert@dnr.mo.gov
800-361-4827 or 573-522-4502
<http://www.dnr.mo.gov/env/wpp>

COMPLIANCE CERTIFICATION

General condition 30 of this Nationwide Permit requires that you submit a signed certification regarding the completed work and any required mitigation. This certification page satisfies this condition if it is provided to the Kansas City District at the address shown at the bottom of this page within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

APPLICATION NUMBER: NWK 2017-01681

APPLICANT: Boone County Commission
801 East Walnut, Room 315
Columbia, Missouri 65201

PROJECT LOCATION: In Little Cedar Creek, in Section 32, Township 49 north, Range 11 west, in Boone County, Missouri.

- a. I certify that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions.
- b. I certify that any required mitigation was completed in accordance with the permit conditions.
- c. Your signature below, as permittee, indicates that you have completed the authorized project as certified in paragraphs a and b above.

(PERMITTEE)

(DATE)

Return this certification to:

U.S. Army Corps of Engineers
Missouri State Regulatory Office
515 East High Street, Suite 202
Jefferson City, Missouri 65101

THIS PAGE INTENTIONALLY LEFT BLANK

FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No. F 426 Date: 1-30-2018

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

<u>Boone County</u> Owner or Agent	<u></u> Date	<u></u> Builder	<u></u> Date
<u>801 E. Walnut, Columbia MO 65201</u> Address	<u></u>	<u></u> Address	<u></u>
<u>573-886-4488</u> Phone	<u></u>	<u></u> Phone	<u></u>

SITE DATA

- Location: 1/4; 1/4; Section 32; Township 49N; Range 11W
Street Address E. St. Charles Road
- Type of Development: Filling Grading Excavation Minimum Improvement
Routine Maintenance Substantial Improvement New Construction Other
- Description of Development: Construction of 65 ft. long by 26 ft. wide single span bridge on St. Charles Road in Boone County, MO.
- Premises: Structure Size 65 ft. By 26 ft. Area of Site 51.031 Sq Ft
Principal Use Stream Crossing Accessory Uses (storage, parking, etc.) N/A
- Value of Improvement (fair market) \$ Unknown Pre-Improvement/Assessed Value of Structure \$ Unknown
- Property Located in a Designated FLOODWAY? Yes No

IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (100-YEAR) FLOOD ELEVATIONS.

- Property Located in a Designated Floodplain FRINGE? Yes No
- Elevation of the 100-Year Flood (ID source) N/A NGVD/NAVD
- Elevation of the Proposed Development Site 838.89 NGVD/NAVD
- Local Ordinance Elevation/Floodproofing Requirement N/A NGVD/NAVD
- Other Floodplain Elevation Information (ID and describe source) N/A

12. Other Permits Required? Corps of Engineer 404 Permit: Yes No Provided
State Department of Natural Resources 401 Permit: Yes No Provided
Environmental Protection Agency NPDES Permit: Yes No Provided

All Provisions of Ordinance Number _____, the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved / Denied this 30 Day of January, 2018
Jeff McCann Signature of Developer/Owner Stan Shawver Authorizing Official
Jeff McCann, Chief Engineer Boone County Print Name and Title Stan Shawver, Director Resource Mgmt. Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITON THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

THIS PAGE INTENTIONALLY LEFT BLANK



Missouri Department of Conservation

Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

Natural Heritage Review Level Two Report: State Listed Endangered Species and/or Missouri Species/Natural Communities of Conservation Concern

There are records for state-listed Endangered Species, or Missouri Species or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact Missouri Department of Conservation for further coordination.

Foreword: Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this website is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants, natural communities and habitats to assist in planning, designing and permitting stages of projects.

PROJECT INFORMATION

Project Name and ID Number: Boone County Replacement Bridge 3170016 #3864

User Project Number: 170255-010

Project Description: S3, T49N, R11W, 38.977984°/-92.172888°, Little Cedar Creek, E. St. Charles Road, Boone County, MO

Project Type: Transportation, Structures and Bridges, Bridge Replacement and/or Removal - on existing alignment (within 12 feet up/down stream), Span

Contact Person: Kimberly Koenigs

Contact Information: kimberly.koenigs@skw-inc.com or 913-888-7800

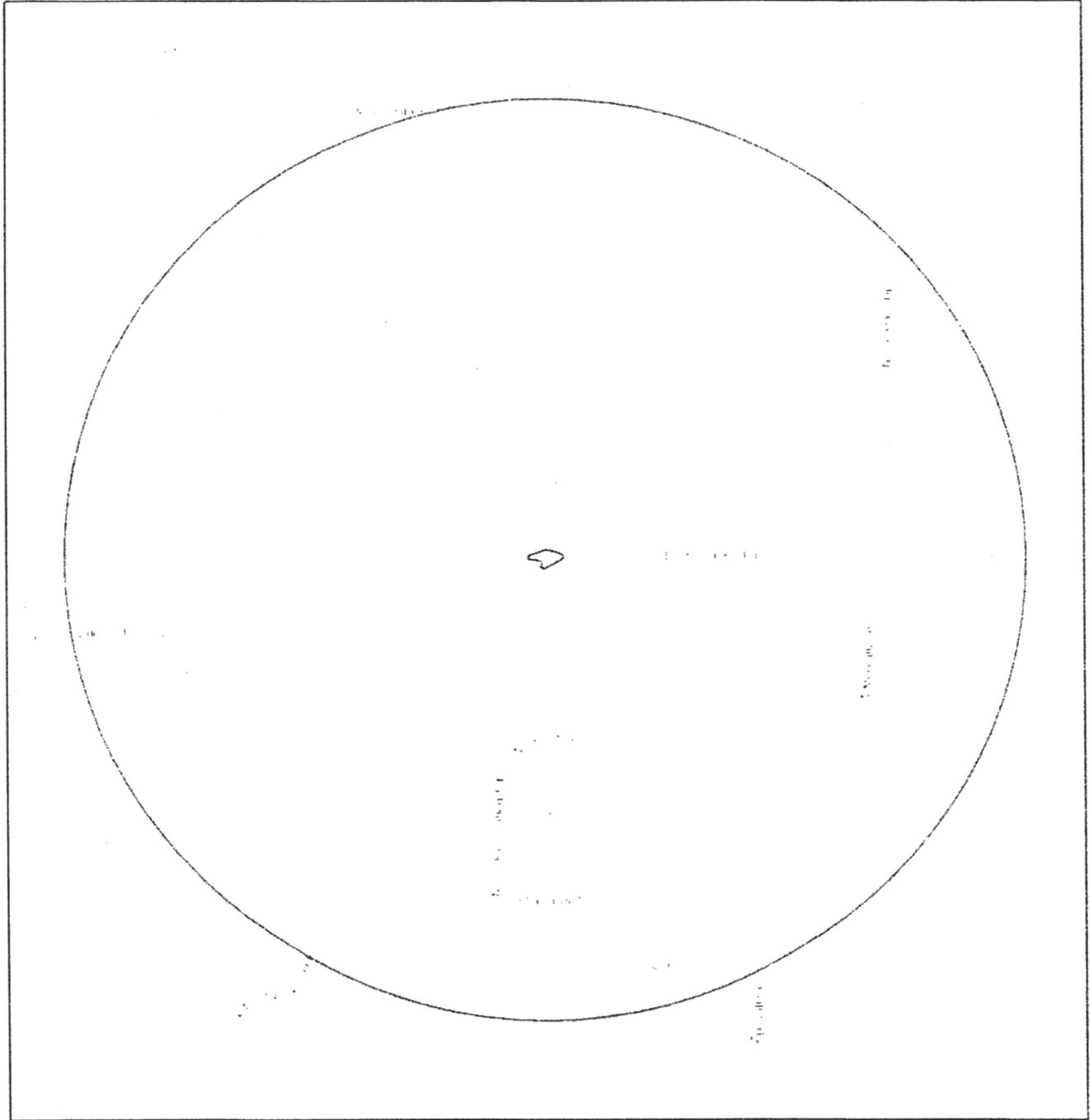
Disclaimer: The NATURAL HERITAGE REVIEW REPORT produced by this website identifies if a species tracked by the Natural Heritage Program is known to occur within or near the area submitted for your project, and shares suggested recommendations on ways to avoid or minimize project impacts to sensitive species or special habitats. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information. The Natural Heritage Program tracks occurrences of sensitive species and natural communities where the species or natural community has been found. Lack of an occurrence record does not mean that a sensitive plant, animal or natural community is not present on or near the project area. Depending on the project, current habitat conditions, and geographic location in the state, surveys may be necessary. Additionally, because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, Reports include information about records near but not necessarily on the project site.

The Natural Heritage Report is not a site clearance letter for the project. It provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from the Natural Heritage Program into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive fish, forest and wildlife resources. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination: Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. The information within this report is not intended to replace Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit the USFWS Information for Planning and Conservation (IPaC) website at <https://ecos.fws.gov/ipac/> for further information. This site was developed to help streamline the USFWS environmental review process and is a first step in ESA coordination. The Columbia Missouri Ecological Field Services Office may be reached at 573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203.

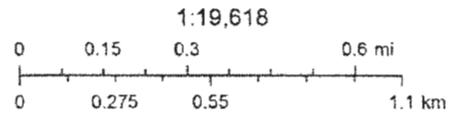
Transportation Projects: If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or www.modot.mo.gov/ehp/index.htm for additional information on recommendations.

Boone County Replacement Bridge 3170016



January 29, 2018

- Project Boundary
- Buffered Project Boundary



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Species or Communities of Conservation Concern within the Area:

There are records for state-listed Endangered Species, or Missouri Species or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact the Missouri Department of Conservation for further coordination.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

Other Special Search Results:

The project occurs on or near public land, Univ of MO (Turkey Farm Lake), please contact MDC.

Project Type Recommendations:

Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. See link regarding [Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers](#).

- Avoid disturbance to stream banks and riparian areas. Channel modification, flow interruption or bank modification should occur only in compliance with conditions established in permits required under the federal Clean Water Act.
- Grade and seed disturbed areas as soon as possible to minimize erosion. Native grasses and wildflowers are recommended for plantings compatible with the local native landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.
- All temporary in-channel fills that could impound water should be culverted. Culverts should (a) maintain at least six inches of water and (b) not create water velocities in excess of two feet per second during average annual discharges. A drop between the downstream end of the culverts and the downstream water surface should not occur at any time. Conditions provided within the USACE Clean Water Act Section 404 permit, if required (<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/moregoffices.pdf>), should help minimize impacts to the aquatic organisms within the area.
- Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.

Project Location and/or Species Recommendations:

Endangered Species Act Coordination - Indiana bats (*Myotis sodalis*, federal- and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) may occur near the project area. Both of these species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. **If any trees need to be removed for your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment. Please inspect and clean equipment thoroughly before moving between project sites. See <http://mdc.mo.gov/9633> for more information.

- Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- When possible, wash and rinse equipment thoroughly with hard spray or HOT water (?140° F, typically available at do-it-yourself car wash sites), and dry in the hot sun before using again.

Streams and Wetlands – Clean Water Act Permits: Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch.aspx>) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (<http://dnr.mo.gov/env/wpp/401/index.html>), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit <http://dnr.mo.gov/env/wpp/permits/index.html> for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Miscellaneous Information

FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 1 0). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 1 0-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

Additional information on Missouri's sensitive species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about the animals and some plants mentioned may be accessed at http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. If you would like printed copies of best management practices cited as internet URLs, please contact the Missouri Department of Conservation.

Project Summary

Consultation Code: 03E14000-2018-SLI-0778

Event Code: 03E14000-2018-E-01697

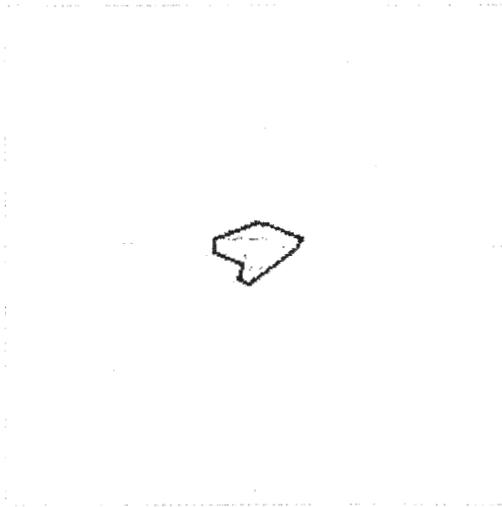
Project Name: Boone County Replacement Bridge 3170016

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: Boone County, MO - E. St. Charles Road

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/38.97784052775751N92.1728661436848W>



Counties: Boone, MO

Endangered Species Act Species

There is a total of 4 threatened, endangered, or candidate species on this species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

Mammals

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Threatened

Flowering Plants

NAME	STATUS
Running Buffalo Clover <i>Trifolium stoloniferum</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/2529	Endangered

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

THIS PAGE INTENTIONALLY LEFT BLANK

USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

THIS PAGE INTENTIONALLY LEFT BLANK

Wetlands

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1A

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX E

THIS PAGE INTENTIONALLY LEFT BLANK

GEOTECHNICAL REPORT

May 22, 2017



Shafer, Kline, & Warren, Inc.
3200 Penn Terrace, Suite 100
Columbia, Missouri 65202

Attn: Mr. Dustin Berry, P.E.
P: (573) 214-2632
E: dustin.berry@skw-inc.com

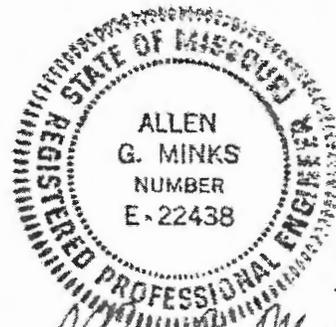
Re: Geotechnical Engineering Report
East St. Charles Road Bridge
Columbia, Missouri
Terracon Project Number: 09175016

Dear Mr. Berry:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above-referenced project. This study was performed in general accordance with our proposal number P09175016, dated March 3, 2017. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations for the proposed bridge project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.



FOR: Christian F. Buckley, E.I.
Staff Geotechnical Engineer

Allen G. Minks, P.E. 5-22-17
Geotechnical Department Manager
Missouri No. E-22438
Renews: 12/31/2017

TABLE OF CONTENTS

	Page
EXECUTIVE SUMMARY	i
1.0 INTRODUCTION	1
2.0 PROJECT INFORMATION	1
2.1 Site Location	1
2.2 Project Description	2
3.0 SUBSURFACE CONDITIONS	2
3.1 Geology	2
3.2 Typical Profile	2
3.3 Groundwater	3
4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION	4
4.1 Geotechnical Considerations	4
4.2 Earthwork	5
4.2.1 Site Preparation	5
4.2.2 Soil Stabilization	6
4.2.3 Material Requirements	7
4.2.4 Compaction Requirements	7
4.2.5 Utility Trench Backfill	8
4.2.6 Temporary Excavations	8
4.3 Foundations	8
4.3.1 Shallow Foundation Design Recommendations	8
4.3.2 Shallow Foundation Construction Considerations	9
4.3.3 Driven Pile Design Recommendations	10
4.3.4 Driven Pile Construction Considerations	11
4.3.5 Friction Pile Design Recommendations	11
4.4 Seismic Site Class	12
4.5 Lateral Earth Pressures	13
5.0 GENERAL COMMENTS	15

APPENDIX A – FIELD EXPLORATION

Exhibit A-1	Site Location Map
Exhibit A-2	Geologic Map
Exhibit A-3	Exploration Diagram
Exhibit A-4	Field Exploration Description
Exhibit A-5 and A-6	Boring Logs

APPENDIX B – SUPPORTING INFORMATION

Exhibit B-1	Laboratory Testing
-------------	--------------------

APPENDIX C – SUPPORTING DOCUMENTS

Exhibit C-1	General Notes
Exhibit C-2	Unified Soil Classification System
Exhibit C-3	General Notes – Rock Properties

Geotechnical Engineering Report
East St. Charles Road Bridge - Columbia, Missouri
May 22, 2017 - Terracon Project No. 09175016

Terracon

EXECUTIVE SUMMARY

A geotechnical exploration has been performed for the proposed replacement bridge to be located on East St. Charles Road at its crossing of Cedar Creek, east of Columbia, Missouri. Two (2) borings, designated B-1 and B-2, were performed to depths of approximately 50 feet below the existing ground surface near the proposed bridge abutments.

Based on the information obtained from our subsurface exploration, we have developed professional opinions and recommendations, which are summarized below.

- 1. Existing undocumented fill was encountered to depths of approximately 12 feet in the borings. Provided the owner is willing to accept the risks associated with supporting abutment wall foundations over the existing fill materials in exchange for reduced construction costs, portions of the existing fill could be left in place. At least 24 inches of new engineered fill should be placed directly below the abutment walls with this option.
- 2. Weathered shale was encountered at a depth of 43 feet in both of the borings, and weathered limestone was encountered at a depth of 48.5 feet in Boring B-1. The bridge abutments can be supported on end-bearing steel piles driven to practical refusal in the weathered rock. Pre-boring through the shale and limestone may be required to allow for deeper penetration into the underlying bedrock. Abutment retaining walls can be supported on shallow foundations bearing on stiff to hard native clay soils or on properly placed and compacted engineered fill extending to suitable native soils. The abutment walls could bear within the existing fill if the owner is willing to accept the risks of doing so.
- 3. In our opinion, the 2010 American Association of State Highway and Transportation Officials (AASHTO) seismic site classification for this site is D.

The professional opinions and recommendations presented in this report are based on evaluation of data developed by testing discrete samples obtained from widely-spaced borings. Site subsurface conditions have been inferred from available data, but actual subsurface conditions will only be revealed by excavation. So that variations in subsurface conditions which may affect the design can be addressed as they are encountered, we recommend that Terracon be retained to observe excavations and perform tests during the site preparation, earthwork and foundation construction phases of the project.

This executive summary should not be separated from or used apart from this report. This report presents recommendations and opinions based on our understanding of the project at the time the report was prepared. The report limitations are described in the **GENERAL COMMENTS** section of this report.

GEOTECHNICAL ENGINEERING REPORT

EAST ST. CHARLES ROAD BRIDGE

COLUMBIA, MISSOURI

Terracon Project No. 09175016

May 22, 2017

1.0 INTRODUCTION

A geotechnical exploration has been performed for the proposed replacement bridge on East St. Charles Road at its crossing of Cedar Creek, east of Columbia, Missouri. Two (2) borings, designated B-1 and B-2, were performed to depths of approximately 50 feet, below the existing ground surface near the proposed bridge abutments. Logs of the borings along with a Site Location Map, Geologic Map, and an Exploration Diagram are included in Appendix A of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- subsurface soil and rock conditions
- groundwater conditions
- earthwork
- foundation design and construction
- seismic site classification

2.0 PROJECT INFORMATION

2.1 Site Location

Item	Description
Location	East St. Charles Road at its crossing of Cedar Creek, east of Columbia, Missouri. Latitude: 38.9779°N; Longitude: 92.1729°W
Existing improvements	Corrugated metal pipe (CMP) culverts and paved roadway
Existing topography	The roadway is elevated above the creek channel and associated low-lying areas with the road embankment having moderately steep side-slopes. The creek channel appears to be incised approximately 10 to 15 feet below surrounding grades.

2.2 Project Description

Item	Description
Site layout	See Appendix A, Exhibit A-3, Exploration Diagram
Structure	The improvements at the project site are anticipated to include construction of a new two-lane bridge with a single-span of approximately 60 feet located along the same alignment as the existing bridge.
Maximum loads (estimated by Terracon)	Unknown at the time of this report. We anticipate maximum foundation loads of approximately 300 kips per bridge bent.
Grading	We estimate less than 5 feet of cut and/or fill to possibly reshape the side slopes of the existing road embankment.
Cut and fill slopes	We anticipate the existing slopes, at approximately 2H:1V and 10 to 15 feet tall will be utilized with only minor, if any, modifications.
Slope stability	As discussed in our proposal, our base scope of services does not include slope stability analysis of the side slopes and/or spill slopes of the new bridge. We would be pleased to provide a supplemental proposal for these services upon request.
Retaining walls	We anticipate the abutments may include reinforced concrete walls with unbalanced backfill levels on opposite sides. No other retaining walls are anticipated.

Terracon should be notified if any of the above information is inconsistent with the planned construction so we can modify our recommendations, if necessary.

3.0 SUBSURFACE CONDITIONS

3.1 Geology

Based on the 2003 Geologic Map of Missouri, Missouri Department of Natural Resources, bedrock at this site consists of the Cabaniss and Krebs Subgroups of the Pennsylvanian aged Cherokee Formation (Pc). The Cabaniss Subgroup consists primarily of cyclic deposits of shale, sandstone, siltstone, clay, and limestone with seven significant coal beds. The Krebs Subgroup consists primarily of cyclic deposits of predominantly shale and sandstone with limestone, siltstone and two significant coal beds.

3.2 Typical Profile

Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

Geotechnical Engineering Report
 East St. Charles Road Bridge ■ Columbia, Missouri
 May 22, 2017 ■ Terracon Project No. 09175016



Stratum	Approximate Depth to Bottom of Stratum (feet)	Boring Location	Material Description	Consistency/ Weathering
Surface	0.4	Both	Asphalt	N/A
1	12	Both	Crushed limestone, fill	N/A
2	17	B-1	Silt, with sand	Very soft
3	22	B-1	Fat clay (CH), varying amounts of sand and gravel	Very stiff
4	43	Both	Lean clay (CL) with varying amounts of sand	Stiff to hard
5	48.5 to undetermined ¹	Both	Shale	Highly to moderately weathered
6	Undetermined ²	B-1	Limestone	Moderately weathered

1. Boring B-2 was terminated at its planned depth of 50 feet in this stratum.
2. Boring B-1 was terminated at its planned depth of 50 feet in this stratum.

Atterberg limits tests were performed on a selected samples and had the following measured liquid limits, plastic limits, and plasticity indices:

Sample Location	Depth (feet)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)
Boring B-1	23.5 to 25	41	14	27
Boring B-2	13.5 to 15	46	15	31

Conditions encountered at each boring location are indicated on the individual boring logs in Appendix A of this report. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual.

3.3 Groundwater

The boreholes were observed while drilling for the presence and level of groundwater. Groundwater was encountered in Borings B-1 and B-2 at depths of approximately 29 and 24 feet below the ground surface, respectively.

The observed water levels are not necessarily stable conditions. A relatively long period of time may be necessary for a groundwater level to develop and stabilize in a borehole. Long-term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels.

Geotechnical Engineering Report

East St. Charles Road Bridge - Columbia, Missouri

May 22, 2017 - Terracon Project No. 09175016



Groundwater levels fluctuations occur due to seasonal variations in the amount of rainfall, runoff, the varying flow of the immediately adjacent creek, and other factors not evident at the time the borings were performed. In addition, perched water can develop over low permeability soil strata. Therefore, groundwater levels during construction or at other times in the life of the structure may be different from the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

The recommendations in the following sections consider site grading, structural loads and the location of the structure are as outlined earlier within this report. Terracon should be contacted immediately if conditions are different than described as this may impact our recommendations.

4.1 Geotechnical Considerations

Based on the results of the subsurface exploration, laboratory tests, and our analyses, it is our opinion that the proposed bridge can be supported on driven steel piles at the abutments. The deep foundation elements would derive bearing capacity from the shale strata below the site. If needed, abutment retaining walls can be supported on shallow foundations that bear on stiff to hard native clay soils or on properly placed and compacted engineered fill extending to the suitable native soils. The abutment walls could bear within the existing fill if the owner is willing to accept the risks of doing so. Excavations that extend into the sandy soils encountered in the borings will likely need to be braced or shored for stability and measures taken to provide scour erosion protection.

Existing fill was encountered to depths of approximately 12 feet in the borings. Undocumented fill may contain soft or loose soils or other unsuitable materials; these conditions may not be disclosed by the relatively small-diameter borings. If these conditions are present and are not discovered and addressed during construction, larger than normal settlement resulting in cracking, differential movement, or other damage could occur in the abutment walls.

To reduce the risk of adverse performance from higher settlement and to provide more consistent support, some portion of the existing fill should be removed and the exposed existing fill materials observed and tested during construction. Where unsuitable conditions are observed, the materials should be improved by scarification and recompaction or be removed and replaced with engineered fill. However, even with the recommended subgrade preparation and construction testing, there is a risk to the owner that unsuitable material within or buried by the fill will not be discovered. If the owner is not willing to accept the risks of supporting the abutment walls on the existing fills, then the existing fill should be completely removed and replaced.

Provided the owner is willing to accept the risks associated with supporting abutment walls within the existing fill in exchange for reduced construction costs, portions of the existing undocumented fill could be left in place for support. At least 24 inches of new engineered fill should be placed directly below the abutment wall foundations with this option.

With seasonal water level fluctuations in the immediately adjacent creek, it is difficult to predict the near surface groundwater conditions that will be present during construction. Potentially shallow water conditions resulting from the close proximity to the existing creek could require significant dewatering at the site.

4.2 Earthwork

4.2.1 Site Preparation

Plans for the proposed bridge were not provided, so we do not know the extent to which the approach grades may be altered. The following recommendations are applicable if approach grades will be raised above present grades and/or if the alignment will be widened or altered such that additional embankment fills will extend beyond the present roadway surface.

Prior to placing any fill, all vegetation, topsoil, and any otherwise unsuitable material should be removed from the construction areas. After stripping and grubbing, the subgrade should be proofrolled to aid in locating loose or soft areas. Proofrolling can be performed with a loaded, tandem-axle dump truck or other equipment providing an equivalent subgrade loading. Where proofrolling is not possible, we recommend the subgrade be evaluated by other means, possibly including the use of a steel T-probe, test pits, or Shelby tube samples. Soft, dry, wet, or low-density soil should be removed, moisture conditioned and placed with moisture and density control in engineered fills.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation, proofrolling, placement and compaction of controlled compacted fills, and backfilling of excavations into the completed subgrade.

Where fill is placed on existing slopes steeper than 5H:1V (Horizontal to Vertical), benches should be cut into the existing slopes prior to fill placement. The benches should have a minimum vertical face height of 1 foot and a maximum vertical face height of 3 feet and should be cut wide enough to accommodate the compaction equipment. This benching will help provide a positive bond between the fill and natural soils and reduce the potential for failure along the new structural fill/existing slope interface. Furthermore, we recommend that fill slopes be overfilled and then cut back to develop an adequately compacted slope face.

4.2.2 Soil Stabilization

With seasonal water level fluctuations in the immediately adjacent creek, it is difficult to predict the near surface groundwater conditions that will be present during construction. The potential for soft subgrade soils during earthwork activities for the project should be anticipated by the contractor. Accordingly, stabilization of subgrade soils prior to placement of embankment soils should be anticipated and considered when budgeting for this project. **Very soft soils were encountered from a depth of 12 to 17 feet in Boring B-1**

Methods of subgrade improvement could include scarification, moisture conditioning and recompaction, removal of unstable materials and replacement with granular fill (with or without geosynthetics) and chemical stabilization. The appropriate method of improvement, if required, would be dependent on factors such as schedule, weather, the size of the area to be stabilized, and the nature of the instability. More detailed recommendations can be provided during construction as the need for subgrade stabilization occurs. Performing site grading operations during warm seasons and dry periods would help to reduce the amount of subgrade stabilization required.

If the exposed subgrade is unstable during proofrolling operations, it could be stabilized using one of the methods outlined below.

- **Scarification and Recompaction** – It may be feasible to scarify, dry, and recompact the exposed soils. The success of this procedure would depend primarily upon favorable weather and sufficient time to dry the soils. Stable subgrades likely would not be achievable if the thickness of the unstable soil is greater than about 1 foot, if the unstable soil is at or near groundwater levels, or if construction is performed during a period of wet or cool weather when drying is difficult.
- **Crushed Stone** – The use of crushed stone is the most common procedure to improve subgrade stability. Typical undercut depths would be expected to range from about 6 to 30 inches below finished subgrade elevation with this procedure. The use of high modulus geotextiles (i.e., engineering fabric or geogrid) could also be considered after underground work such as utility construction is completed. Prior to placing the fabric or geogrid, we recommend that all below-grade construction, such as utility line installation, be completed to avoid damaging the fabric or geogrid. Equipment should not be operated above the fabric or geogrid until one full lift of crushed stone fill is placed above it. The maximum particle size of granular material placed over geotextile fabric or geogrid should meet the manufacturer's specifications, and generally should not exceed 1½ inches.

Chemical Stabilization – Improvement of subgrades with Portland cement, lime kiln dust, Code L, or Class C fly ash could be considered for improving unstable soils. Chemical modification should be performed by a prequalified contractor having experience with successfully stabilizing subgrades in the project area on similar sized projects with similar soil

Geotechnical Engineering Report

East St. Charles Road Bridge : Columbia, Missouri

May 22, 2017 : Terracon Project No. 09175016



conditions. Results of chemical analysis of the additive materials should be provided to the geotechnical engineer prior to use. The hazards of chemicals blowing across the site or onto adjacent property should also be considered. Additional testing would be needed to develop specific recommendations to improve subgrade stability by blending chemicals with the site soils. Additional testing could include, but not be limited to, evaluating various stabilizing agents, the optimum amounts required, the presence of sulfates in the soil, and freeze-thaw durability of the subgrade.

Further evaluation of the need and recommendations for subgrade stabilization can be provided during construction as the geotechnical conditions are exposed.

4.2.3 Material Requirements

Compacted structural fill should meet the following material property requirements:

Fill Type ¹	USCS Classification	Acceptable Location for Placement
Moderate to High Plasticity Material ²	CH or CL (LL \geq 45 or PI \geq 25)	Not recommended for construction of high fills or slopes
Granular Material ³	GM, GC, SP, SW, SM, or SC	Scour analysis should be performed to provide protective measures where granular soils are present or will be placed.
Low Plasticity (LP) Material ⁴	CL (LL $<$ 45 & PI $<$ 25)	All locations and elevations

1. Materials used to construct structural fills should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material should be submitted to Terracon for evaluation. On-site soils generally appear suitable for use as fill, although the sandy and gravelly soils are highly susceptible to erosion.
2. Delineation of moderately to highly plastic clays should be performed by a qualified geotechnical representative.
3. Crushed limestone aggregate, limestone screenings or granular material such as sand, gravel or crushed stone containing at least 15 percent low plasticity fines.
4. Low plasticity cohesive soil. Material should be approved by the geotechnical engineer.

4.2.4 Compaction Requirements

Item	Description
Fill Lift Thickness	9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used

Item	Description
Compaction Requirements ¹	At least 95 percent of the material's maximum standard Proctor dry density or 70 percent relative density
Moisture Content – Cohesive Soil	-1 to +3 percent of the optimum moisture content value as determined by the standard Proctor test
Moisture Content – Granular Material	Workable moisture levels ²

1. We recommend that compacted structural fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
2. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

4.2.5 Utility Trench Backfill

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 inches of cohesive fill in non-pavement areas to reduce the infiltration and conveyance of surface water through the trench backfill.

4.2.6 Temporary Excavations

Temporary excavations will be required during construction. The contractor is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current Occupational Safety and Health Administration (OSHA) Excavation and Trench Safety Standards.

4.3 Foundations

We recommend the proposed bridge be supported on a foundation system that derives its support from end bearing on the apparent underlying bedrock. Recommendations for steel H-piles driven to practical refusal within suitable bedrock are presented in the following paragraphs. Recommendations for shallow foundations to support abutment walls, if needed, are provided below.

4.3.1 Shallow Foundation Design Recommendations

Description	Column	Wall
Suitable bearing materials ¹	Lean or fat clay (CL and CH) or compacted structural fill extending down to suitable soils	
Net allowable bearing pressure ²	3,000 psf	

Geotechnical Engineering Report

East St. Charles Road Bridge - Columbia, Missouri
 May 22, 2017 - Terracon Project No. 09175016



Description	Column	Wall
Minimum width	30 inches	18 inches
Minimum embedment below finished grade ³		36 inches
Estimated total settlement ⁴		< 1 inch
Estimated differential settlement ⁴		< ¼ inch
Ultimate passive pressure ⁵	250 pcf, equivalent fluid density	
Ultimate coefficient of sliding friction ⁵	0.32	

1. Below elevation 86.5 in B-1 and below elevation 90.5 in B-2, if owner does not want to accept the risks of bearing on existing fill material. If owner is willing to accept the additional risks, the abutment walls could bear within the existing fill.
2. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation, and can be increased by 1/3 for transient loads (e.g., wind or seismic).
3. For frost protection and to reduce the effects of seasonal moisture variations in the subgrade soils. A greater embedment depth may be needed for scour protection
4. Assumes any unsuitable existing fill or soft soils will be undercut and replaced with structural fill. Foundation settlement will depend upon variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the footings, the width of the footings, the thickness of the compacted fill, and the quality of the earthwork operations.
5. The sides of the spread footing foundation excavations must be nearly vertical and the concrete should be placed neat against the vertical faces for the passive earth pressure values to be valid. If the loaded side is sloped or benched, and then backfilled, the allowable passive pressure will be significantly reduced. Passive resistance in the upper 3 feet of the soil profile should be neglected. If passive resistance is used to resist lateral loads, base friction should be neglected.

4.3.2 Shallow Foundation Construction Considerations

The base of all foundation excavations should be free of water and loose soil and rock prior to placing concrete. Concrete should be placed soon after excavating. It is recommended that the geotechnical engineer be retained to observe and test the foundation bearing materials.

Although groundwater was not encountered within the anticipated foundation bearing elevation in the borings, it could still be encountered during foundation excavation, particularly if the creek level rises. In addition, some surface and/or perched groundwater may enter foundation excavations during construction. It is anticipated that any water entering foundation excavations from these sources can be removed using sump pumps or gravity drainage. **Significant additional measures may be needed if greater inflows occur.**

It should be noted that sandy clay soils were encountered in the borings and could be exposed in foundation excavations. These soils tend to become unstable when disturbed. During periods of dry weather, these soils may be stable upon initial exposure; however, if exposed, these soils could become relatively soft and unstable under construction traffic. **Overexcavations into the**

Geotechnical Engineering Report

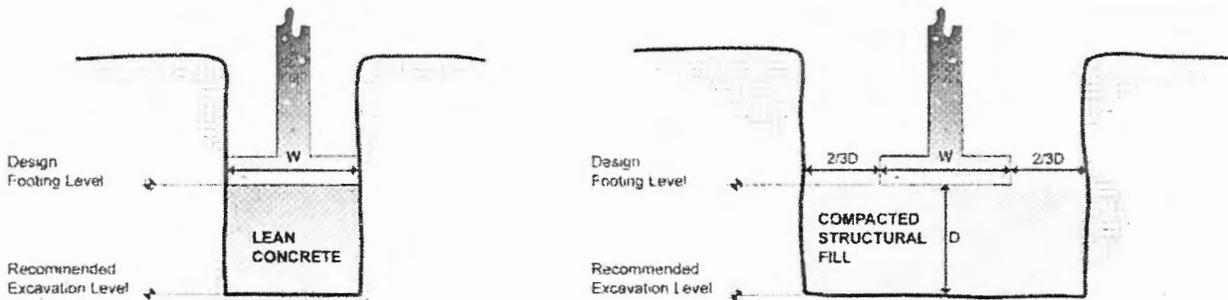
East St. Charles Road Bridge ■ Columbia, Missouri

May 22, 2017 ■ Terracon Project No. 09175016

Terracon

very soft soils, as encountered from 12 to 17 feet in B-1, may be difficult and sloughing of the excavations could occur. Thus, depending upon site conditions during construction, overexcavation or stabilization of the subgrade and/or base of overexcavations may be needed to achieve a suitable working surface. Accordingly, we recommend that the owner budget for the possibility that overexcavation and/or subgrade stabilization may be required and contractors be prepared to handle potentially unstable and/or soft conditions

If unsuitable bearing soils (e.g., undocumented fill or soft native soils) are encountered in footing excavations, the excavation could be extended deeper to suitable soils and the footing could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. As an alternative, the footings could also bear on properly compacted structural backfill extending down to the suitable soils. Overexcavation for compacted structural fill placement below footings should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below footing base elevation. The overexcavation should then be backfilled up to the footing base elevation in accordance with the recommendations in section 4.2 **Earthwork**. The overexcavation and backfill procedure is illustrated in the figure at the top of the next page.

**Lean Concrete Backfill****Overexcavation / Backfill**

NOTE Excavations in sketches shown vertical for convenience. Excavations should be sloped as necessary for safety

4.3.3 Driven Pile Design Recommendations

Steel H-piles driven to practical refusal within suitable bedrock can be used to support the foundation loads for the proposed bridge. Steel sections driven through the surficial soils to practical refusal in the underlying bedrock, using an appropriately sized hammer, could be designed using a maximum allowable working stress of 6,000 psi on the cross sectional area of the pile with a minimum 36 ksi yield strength steel. A length to diameter ratio of at least 4 is required.

Driven piles should be installed in accordance with Section 702 of *MoDOT's Standard Specifications for Highway Construction* (most recent version). We recommend the design load bearing capacity of the piles be verified by an appropriate dynamic pile driving formula such as that used by MoDOT.

Pile foundations designed and constructed as recommended in this report would be expected to experience total settlements of less than ½-inch, in addition to elastic shortening of the pile

Geotechnical Engineering Report

East St. Charles Road Bridge ■ Columbia, Missouri
 May 22, 2017 ■ Terracon Project No. 09175016



materials. It is recommended each pile installation be documented to record the pile and hammer data, final tip elevation, pile length, driving resistance, final set and driven capacity.

4.3.4 Driven Pile Construction Considerations

Apparent shale bedrock was encountered at a depth of approximately 43 feet below existing grade in Borings B-1 and B-2. The quality and depth of the bedrock may vary and pile penetration into bedrock may be required to achieve practical pile refusal. Weathered limestone was encountered at a depth of 48.5 feet in B-1, but was not encountered in B-2. Pile installation into weathered limestone would be more difficult than into weathered shale. We recommend that point reinforcement and/or flange stiffening be considered to protect pile tips from damage during potential hard driving conditions which may occur as the design capacity is being obtained. Care should be taken not to overdrive and damage the piles during installation. The contractor should be prepared to cut or splice piles, as necessary. Actual pile lengths will likely vary.

Frost action beneath pile caps and grade beams can cause uplift loads on the piles. To resist potential uplift loads, the base of the caps and grade beams should extend a minimum of 36 inches below the lowest adjacent outside grade.

We recommend that pile installation be observed by the geotechnical engineer. In order for the pile to develop the recommended capacity, measurements and observations should be made to document that the pile tip elevation is within the recommended bearing stratum.

4.3.5 Friction Pile Design Recommendations

Based on the borings the following parameters were developed for drilled piers and piles. Strain and Lateral Subgrade Modulus apply to both drilled piers and driven piles.

Approximate Depth / Material (feet) ¹	Allowable Skin Friction (psf) ²	Allowable End Bearing Pressure (psf) ²	Allowable Passive Pressure (psf) ²	Cohesion (psf)	Internal Angle of Friction (Degrees)	Strain ϵ_{50} ³	Lateral Subgrade Modulus (pci) ³
Boring B-1							
0 – 3	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
3 – 12	--	--	600	--	30	--	20
12 – 17	--	--	100	100	--	0.02	10
17 – 43	600	--	3,000	3,000	--	0.005	1,000
Below 43 (until refusal)	1,500	20,000	7,000	7,000	--	0.004	2,000
Boring B-2							
0 – 3	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
3 – 12	--	--	600	--	30	--	20

Geotechnical Engineering Report

East St. Charles Road Bridge ■ Columbia, Missouri

May 22, 2017 ■ Terracon Project No. 09175016



Approximate Depth / Material (feet) ¹	Allowable Skin Friction (psf) ²	Allowable End Bearing Pressure (psf) ²	Allowable Passive Pressure (psf) ²	Cohesion (psf)	Internal Angle of Friction (Degrees)	Strain ϵ_{50} ³	Lateral Subgrade Modulus (pci) ³
12 – 43	600	--	3,000	3,000	-	0.005	1,000
Below 43 (until refusal)	1,500	20,000	7,000	7,000	--	0.004	2,000

1. Pier/pile observation is recommended to adjust pier/pile length if variable soil conditions are encountered.
2. Minimum length to effective diameter ratio of 4 is required.
3. Lateral subgrade modulus and ϵ_{50} values provided above are to be used with LPILE^{plus} software.

The above-indicated cohesion, strain, and lateral subgrade modulus values are ultimate values without factors of safety. The end bearing is an allowable parameter with a factor of safety of 3. The skin friction and passive resistance are allowable with a factor of safety of 2. The values given in the above table are based on our borings and past experience with similar soil types. Lateral resistance and friction in the upper 3 feet should be ignored due to the potential effects of frost action, desiccation, and drilling disturbance.

Long-term settlement of a drilled shaft or pile foundation designed and constructed in accordance with the recommendations presented in this report, should be less than ½ inch.

4.4 Seismic Site Class

Based on the results of our site characterization program, we conclude that Site Class D is appropriate for the subject site.

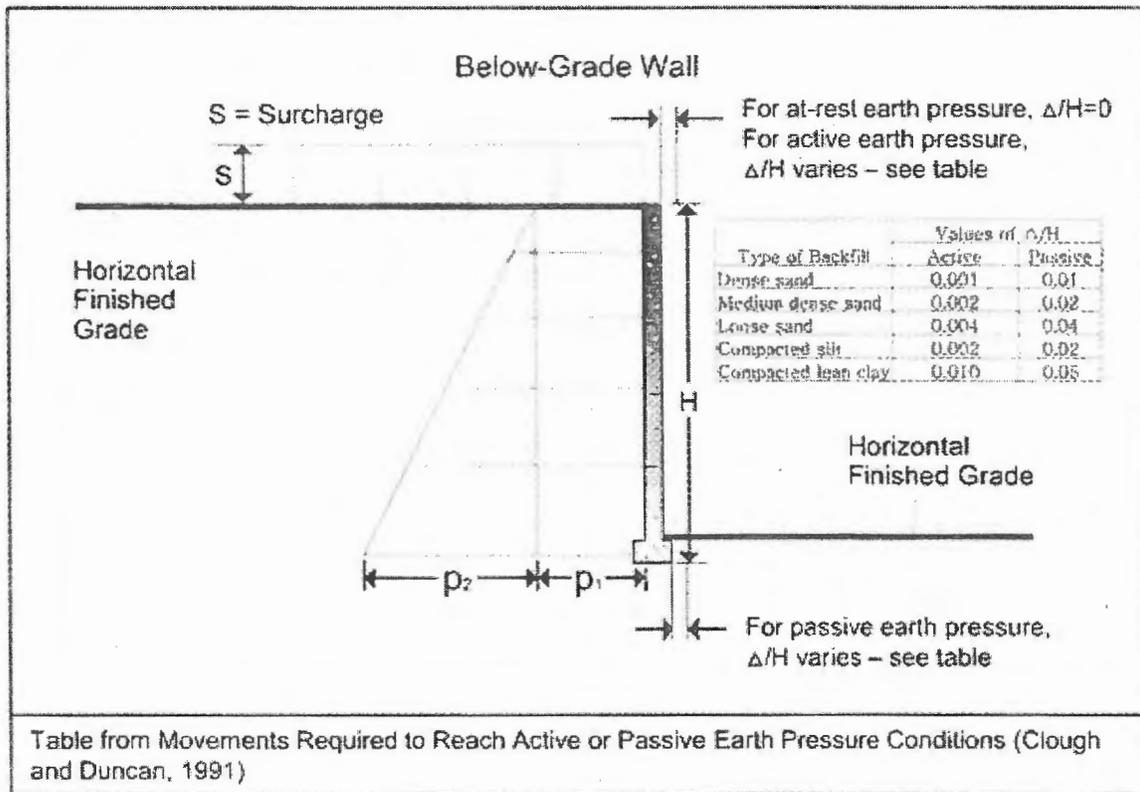
Description	Value
AASHTO LRFD Bridge Design Specifications ¹	D ²
Site Latitude	38.9779° N
Site Longitude	92.1729° W
S _{DS} Spectral Acceleration for a Short Period ³	0.202 g
S _{D1} Spectral Acceleration for a 1-Second Period ³	0.128 g

1. In general accordance with the 2009 AASHTO LRFD Bridge Design Specifications, Fifth Edition, Section 3.10.3.1.
2. The AASHTO code requires a site soil profile extending to a depth of 100 feet be considered for seismic site classification. The current scope requested does not include exploration to a depth of 100 feet. The borings for this project extended to a maximum depth of approximately 50 feet and this seismic site coefficient assignment considers that similar or more competent bedrock continues below the maximum depth of the subsurface exploration. Alternatively, a geophysical exploration could be performed in order to attempt to justify a more favorable site class.

- These values were obtained using online seismic design maps and tools provided by the USGS (<http://earthquake.usgs.gov/hazards/designmaps/>).

4.5 Lateral Earth Pressures

Reinforced concrete walls with unbalanced backfill levels on opposite sides, such as abutment walls, should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction, and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement and should be used for abutment walls. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.



Earth Pressure Coefficients

Geotechnical Engineering Report

East St. Charles Road Bridge ■ Columbia, Missouri

May 22, 2017 ■ Terracon Project No. 09175016



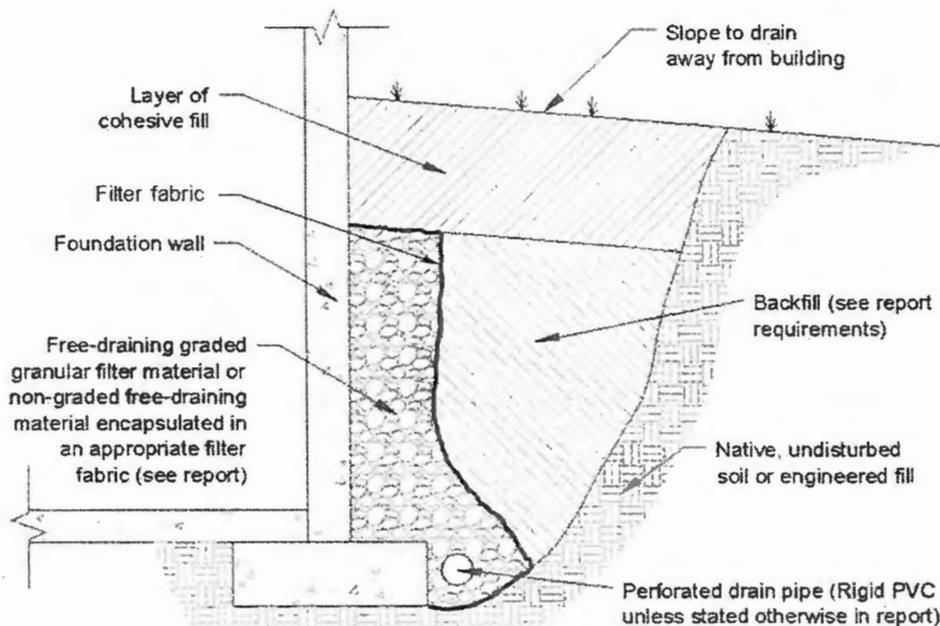
Earth Pressure Conditions	Coefficient for Backfill Type	Minimum ϕ angle required (degrees)	Equivalent Fluid Density (pcf)	Surcharge Pressure, p_1 (psf)	Earth Pressure, p_2 (psf)
Active (K_a)	Granular - 0.33	30	40	(0.33)S	(40)H
	Lean Clay - 0.39	25	50	(0.39)S	(50)H
At-Rest (K_o)	Granular - 0.50	30	60	(0.50)S	(60)H
	Lean Clay - 0.56	25	70	(0.56)S	(70)H
Passive (K_p)	Granular - 3.0	30	360	---	---
	Lean Clay - 2.5	25	300	---	---

Applicable conditions to the above include:

- For active earth pressure, wall must rotate about base, with top lateral movements as indicated in the above tables
- For passive earth pressure to develop, wall must move horizontally to mobilize resistance as indicated in the above tables
- Uniform surcharge, where S is surcharge pressure
- Horizontal backfill, compacted at 95 percent to 98 percent of standard its Proctor maximum dry density
- Loading from heavy compaction equipment not included
- No hydrostatic pressures acting on wall
- No dynamic loading
- No safety factor included in soil parameters
- Ignore passive pressure in frost zone

Backfill placed against structures should consist of granular soils or low plasticity cohesive soils (i.e., fat clay is not acceptable backfill material). Scour/erosion protection should be provided for granular soils. For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45, 45 and 60 degrees from vertical for the active, at-rest and passive cases, respectively. To calculate the resistance to sliding, a value of 0.32 for lean/fat clay or 0.40 for gravel should be used as the ultimate coefficient of friction between the footing and the underlying material.

A perforated rigid plastic or metal drain line installed behind the base of walls that extend below adjacent grade is recommended to limit hydrostatic loading on the walls. The invert of a drain line around a below-grade wall should be placed near foundation bearing level. The drain line should be sloped to provide positive gravity drainage. The drain line should be surrounded by clean, free-draining granular material having less than 5 percent (by weight) passing the No. 200 sieve. The free-draining aggregate should be encapsulated in a filter fabric. The granular fill should extend to within 2 feet of final grade, where it should be capped with compacted cohesive fill to reduce infiltration of surface water into the drain system.



As an alternative to free-draining granular fill, a pre-fabricated drainage composite may be used. A pre-fabricated drainage composite is a plastic drainage core or mesh which is covered with filter fabric to resist soil intrusion, and fastened to the wall prior to placing backfill.

If controlling hydrostatic pressure behind the wall as described above is not possible, then combined hydrostatic and lateral earth pressures should be calculated for lean clay backfill using an equivalent fluid weighing 90 and 100 pcf for active and at-rest conditions, respectively. For granular backfill, an equivalent fluid weighing 85 and 90 pcf should be used for active and at-rest, respectively. These pressures do not include the influence of surcharge, equipment or pavement loading, which should be added. Heavy equipment should not operate within a distance closer than the exposed height of retaining walls to prevent lateral pressures greater than those provided.

5.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon should also be retained to provide observation and testing services during grading, excavation, pavement construction and other earth-related construction phases of the project.

Geotechnical Engineering Report

East St. Charles Road Bridge - Columbia, Missouri
May 22, 2017 - Terracon Project No. 09175016



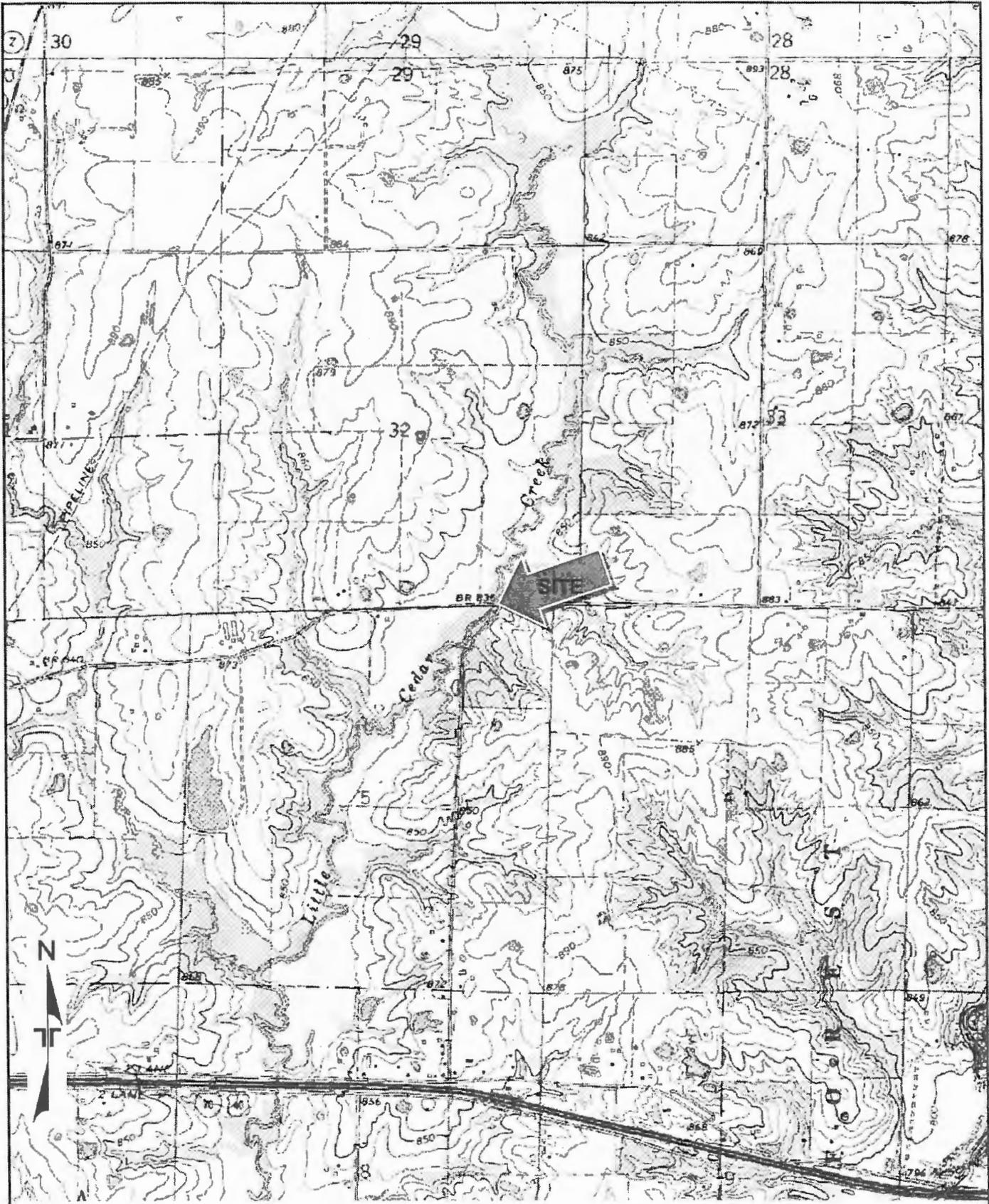
The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX A FIELD EXPLORATION

THIS PAGE INTENTIONALLY LEFT BLANK



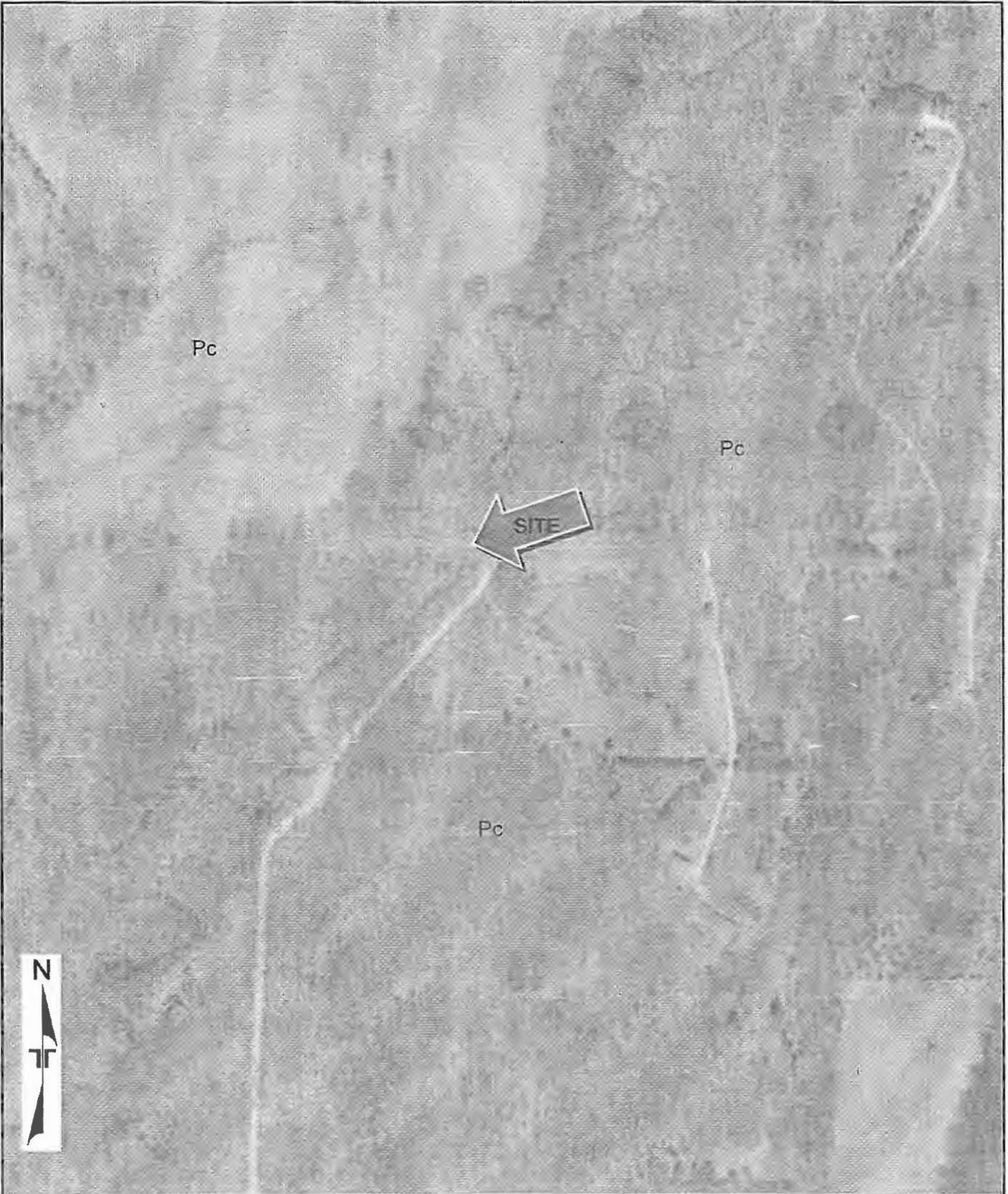
TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
 QUADRANGLES INCLUDE: HALLSVILLE, MO (1/1/1969) and MILLERSBURG, MO (1/1/2000).

Project Manager: CFB	Project No. 09175016
Drawn by: CFB	Scale: 1"=2,000'
Checked by: AGM	File Name: 09175016.A
Approved by: AGM	Date: 5/13/2017

Terracon
 3601 Mojave Ct Ste A
 Columbia, MO 65202-4043

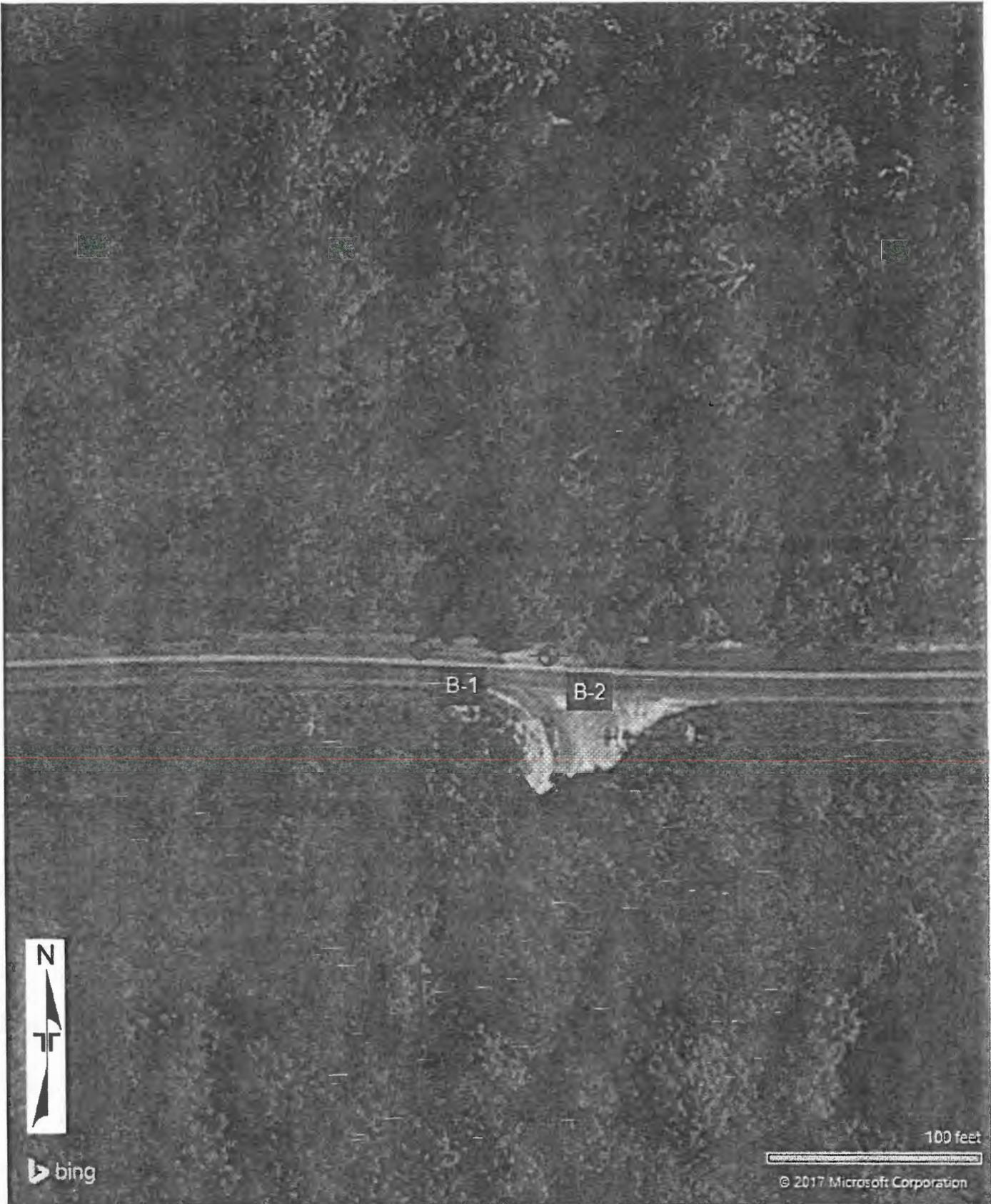
SITE LOCATION MAP
 East St. Charles Road Bridge
 East St. Charles Road
 Columbia, Missouri

Exhibit A-1



GEOLOGIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: HALLSVILLE, MO (1/1/1969) and MILLERSBURG, MO (1/1/2000).

Project Manager: CFB	Project No. 09175016	Terracon 3601 Mojave Ct Ste A Columbia, MO 65202-4043	GEOLOGIC MAP		Exhibit
Drawn by: CFB	Scale: NTS		East St. Charles Road Bridge East St. Charles Road Columbia, Missouri		A-2
Checked by: AGM	File Name: 09175016.A				
Approved by: AGM	Date: 5/13/2017				



100 feet

© 2017 Microsoft Corporation

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager: CFB	Project No. 09175016	Terracon 3601 Mojave Ct Ste A Columbia, MO 65202-4043	EXPLORATION DIAGRAM	Exhibit
Drawn by: CFB	Scale: AS SHOWN		East St. Charles Road Bridge East St. Charles Road Columbia, Missouri	A-3
Checked by: AGM	File Name: 09175016.A			
Approved by: AGM	Date: 5/13/2017			

Geotechnical Engineering Report

East St. Charles Road Bridge : Columbia, Missouri
May 22, 2017 Terracon Project No. 09175016

Terracon**Field Exploration Description**

The proposed boring locations were laid out in the field by the drill crew using a hand-held GPS unit and reference to site features. The ground surface elevations at the boring locations were obtained using a surveyor's level and rod and were rounded to the nearest ½-foot. The elevations are referenced to the center of the bridge deck which was assigned an elevation of 100.0 feet. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

The borings were drilled with an ATV-mounted, rotary drill rig using continuous-flight, hollow-stem augers to advance the boreholes. The borings were performed in the center of the westbound lane on either side of the bridge, approximately 10 feet away from the abutments. Samples of the soils encountered in the borings were obtained using the split-barrel and thin-wall sampling procedures.

In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch outside diameter split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance (SPT N-value). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils.

A CME automatic SPT hammer was used to advance the split-barrel sampler in the borings performed on this site. A greater efficiency is achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. This higher efficiency (78 percent for drill rig #994) has an appreciable effect on the SPT N-value. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.

In the thin-walled tube sampling procedure, a seamless thin-walled steel tube with a sharpened beveled edge is pushed hydraulically into the cohesive or moderately cohesive soil at a selected depth at the base of the borehole. A relatively undisturbed sample of the soil is retained in the tube, and extracted in the laboratory for further testing.

The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further observation, testing, and classification. Information provided on the boring logs attached to this report includes soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions. The borings were backfilled with auger cuttings prior to the drill crew leaving the site.

A field log of each boring was prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. Final boring logs included with this report represent the engineer's

Geotechnical Engineering Report

East St. Charles Road Bridge ■ Columbia, Missouri

May 22, 2017 ■ Terracon Project No. 09175016



interpretation of the field logs and include modifications based on laboratory observation and tests of the samples.

BORING LOG NO. B-1

PROJECT: East St. Charles Road Bridge

CLIENT: Shafer, Kline & Warren, Inc.
Columbia, Missouri

SITE: East St. Charles Road
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-3 Latitude: 38.977987° Longitude: -92.172957° Approximate Surface Elev: 103.5 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI
DEPTH	ELEVATION (Ft.)											
FILL - CRUSHED LIMESTONE												
12.0	91.5+/-	5		X	9	11-14-11 N=25	1			5		
		6		X	6	5-6-4 N=10	2			8		
		8		X	8	6-6-7 N=13	3			5		
		10			12		4			5		
17.0	86.5+/-	15		X	15	0-0-1 N=1	5	1500 (HP)		28		
22.0	81.5+/-	20			17		6	6450		19	113	
		25		X	11	7-8-9 N=17	7	1000 (HP)		21		41-14-27

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Hollow-Stem Auger

See Exhibit A-4 for description of field procedures
See Appendix B for description of laboratory procedures and additional data (if any).
See Appendix C for explanation of symbols and abbreviations.
Elevations measured in the field

Notes:

Abandonment Method:
Backfilled with soil cuttings and capped with asphalt upon completion.

WATER LEVEL OBSERVATIONS

▽ While sampling



3601 Mojave Ct Ste A
Columbia, MO

Boring Started: 4/26/2017

Boring Completed: 4/26/2017

Drill Rig: 994 CME-550X ATV

Driller: AM

Project No.: 09175016

Exhibit: A-5

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 09175016 EAST ST CHARLES R.GPJ TERRACON_DATATEMPLATE.GDT 5/22/17

BORING LOG NO. B-1

PROJECT: East St. Charles Road Bridge

CLIENT: Shafer, Kline & Warren, Inc.
Columbia, Missouri

SITE: East St. Charles Road
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-3	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (')	FIELD TEST RESULTS	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	Latitude: 38.977987° Longitude: -92.172957°											Approximate Surface Elev: 103.5 (Ft.) +/-	LL-PL-PI
	DEPTH ELEVATION (Ft.)											
29.0	74.5+/-		▽	X	16	8-14-13 N=27	8	2000 (HP)		18		
LEAN CLAY (CL) , gray, very stiff (continued)												
33.0	70.5+/-			X	18	12-12-12 N=24	9	5000 (HP)		21		
LEAN CLAY (CL) , trace sand and gravel, gray, very stiff												
43.0	60.5+/-			X	18	6-8-9 N=17	10	6000 (HP)		19		
LEAN CLAY (CL) , trace sand and gravel, gray, very stiff												
48.5	55+/-			X	18	9-13-22 N=35	11	9000+ (HP)		22		
SHALEY CLAY (CH) , gray, highly weathered												
50.0	53.5+/-			1	50/2"		12			20		
WEATHERED LIMESTONE , moderately weathered												
Boring Terminated at 50 Feet												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Hollow-Stem Auger

See Exhibit A-4 for description of field procedures
See Appendix B for description of laboratory procedures and additional data (if any).
See Appendix C for explanation of symbols and abbreviations.
Elevations measured in the field

Notes:

Abandonment Method:
Backfilled with soil cuttings and capped with asphalt upon completion.

WATER LEVEL OBSERVATIONS

▽ While sampling



3601 Mojave Ct Ste A
Columbia, MO

Boring Started: 4/26/2017

Boring Completed: 4/26/2017

Drill Rig: 994 CME-550X ATV

Driller: AM

Project No.: 09175016

Exhibit: A-5

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_09175016 EAST ST CHARLES R.GPJ TERRACON_DATATEMPLATE.GDT 5/22/17

BORING LOG NO. B-2

PROJECT: East St. Charles Road Bridge

CLIENT: Shafer, Kline & Warren, Inc.
Columbia, Missouri

SITE: East St. Charles Road
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-3 Latitude: 38.977979° Longitude: -92.172748° Approximate Surface Elev: 102.5 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	DEPTH ELEVATION (FL.)											LL-PL-PI
FILL - CRUSHED LIMESTONE												
		5		X	5	6-5-3 N=8	1			5		
		5		X	4	2-3-3 N=6	2			19		
		10		X	4	3-3-2 N=5	3			17		
		10		X	0	3-3-3 N=6	4					
	12.0	90.5+/-										
	LEAN CLAY (CL) , gray, hard											
		15		X	10	3-4-50/3"	5	6000 (HP)		24		46-15-31
	17.0	85.5+/-										
	LEAN CLAY (CL) , trace sand and gravel, light brown to dark gray, stiff to very stiff											
		20		X	12	4-6-8 N=14	6	4500 (HP)		20		
		25	▽	X	15	5-7-9 N=16	7	5500 (HP)		19		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Hollow-Stem Auger

See Exhibit A-4 for description of field procedures
See Appendix B for description of laboratory procedures and additional data (if any).
See Appendix C for explanation of symbols and abbreviations.
Elevations measured in the field

Notes:

Abandonment Method:
Backfilled with soil cuttings and capped with asphalt upon completion.

WATER LEVEL OBSERVATIONS

▽ While sampling



3601 Mojave Ct Ste A
Columbia, MO

Boring Started: 4/26/2017

Boring Completed: 4/26/2017

Drill Rig: 994 CME-550X ATV

Driller: AM

Project No.: 09175016

Exhibit: A-6

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_09175016 EAST ST CHARLES R.GPJ TERRACON_DATATEMPLATE.GDT 5/22/17

BORING LOG NO. B-2

PROJECT: East St. Charles Road Bridge

CLIENT: Shafer, Kline & Warren, Inc.
Columbia, Missouri

SITE: East St. Charles Road
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-3	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	Sample	LABORATORY TORVANE/HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
	Latitude: 38.977979° Longitude: -92.172748°											LL-PL-PI
DEPTH	ELEVATION (FL.)											
	28.0	74.5+/-										
SANDY LEAN CLAY (CL) , dark brown, very stiff to hard					13	6-10-17 N=27	8			17		
trace gravel												
	38.0	64.5+/-										
LEAN CLAY (CL) , trace sand and gravel, gray, stiff					7	9-12-18 N=30	9	1000 (HP)		22		
	43.0	59.5+/-										
SHALE , black and gray, moderately weathered					15	14-25-36 N=61	11	7000 (HP)		22		
	50.0	52.5+/-										
Boring Terminated at 50 Feet												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Hollow-Stem Auger

See Exhibit A-4 for description of field procedures
See Appendix B for description of laboratory procedures and additional data (if any).
See Appendix C for explanation of symbols and abbreviations.
Elevations measured in the field

Notes:

Abandonment Method:
Backfilled with soil cuttings and capped with asphalt upon completion.

WATER LEVEL OBSERVATIONS

While sampling



3601 Mojave Ct Ste A
Columbia, MO

Boring Started: 4/26/2017

Boring Completed: 4/26/2017

Drill Rig: 994 CME-550X ATV

Driller: AM

Project No.: 09175016

Exhibit: A-6

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_09175016 EAST ST CHARLES R.GPJ TERRACON_DATATEMPLATE.GDT 5/22/17

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX B SUPPORTING INFORMATION

THIS PAGE INTENTIONALLY LEFT BLANK

Geotechnical Engineering Report
East St. Charles Road Bridge - Columbia, Missouri
May 22, 2017 - Terracon Project No. 09175016



Laboratory Testing

Soil samples were tested in the laboratory to measure their natural water content (ASTM D4959). The thin-walled tube samples were tested for dry density and unconfined compressive strength (ASTM D2166). A hand penetrometer was used to estimate the unconfined compressive strength of some cohesive samples. The hand penetrometer has been correlated with unconfined compression tests and provides a better estimate of soil consistency than visual examination alone. Atterberg limits tests were performed on two selected cohesive soil samples. The test results are provided on the boring logs included in Appendix A.

As part of the testing program, samples were examined in our laboratory and classified in accordance with the General Notes and the Unified Soil Classification System (USCS) based on the material's texture and plasticity. The USCS group symbol is shown on the boring logs, and a brief description of the USCS is included with this report in Appendix C.

Procedural standards noted above are for reference to general methodology. In some cases, variations to methods are applied as a result of local practice or professional judgment.

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX C
SUPPORTING DOCUMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

SAMPLING			WATER LEVEL		Water Initially Encountered	FIELD TESTS	(HP) Hand Penetrometer	
	Auger	Split Spoon			Water Level After a Specified Period of Time		(T) Torvane	
					Water Level After a Specified Period of Time		(b/f) Standard Penetration Test (blows per foot)	
	Shelby Tube	Macro Core		Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.			(PID) Photo-Ionization Detector	
							(OVA) Organic Vapor Analyzer	
Ring Sampler	Rock Core							
								
Grab Sample	No Recovery							

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance			CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance			
	Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.
	Very Loose	0 - 3	0 - 6	Very Soft	less than 500	0 - 1	< 3
	Loose	4 - 9	7 - 18	Soft	500 to 1,000	2 - 4	3 - 4
	Medium Dense	10 - 29	19 - 58	Medium-Stiff	1,000 to 2,000	4 - 8	5 - 9
	Dense	30 - 50	59 - 98	Stiff	2,000 to 4,000	8 - 15	10 - 18
	Very Dense	> 50	≥ 99	Very Stiff	4,000 to 8,000	15 - 30	19 - 42
				Hard	> 8,000	> 30	> 42

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
			$Cu < 4$ and/or $1 > Cc > 3$ ^E	GP	Poorly graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}	
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I	
			$Cu < 6$ and/or $1 > Cc > 3$ ^E	SP	Poorly graded sand ^I	
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}	
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}	
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}	
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
			Liquid limit - not dried		OH	Organic silt ^{K,L,M,O}
			PI plots on or above "A" line	CH	Fat clay ^{K,L,M}	
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	MH	Elastic Silt ^{K,L,M}	
			PI plots below "A" line	OH	Organic clay ^{K,L,M,P}	
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K,L,M,P}
			Liquid limit - not dried		OH	Organic silt ^{K,L,M,O}
			PI plots below "A" line	PT	Peat	
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat	

^A Based on the material passing the 3-inch (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

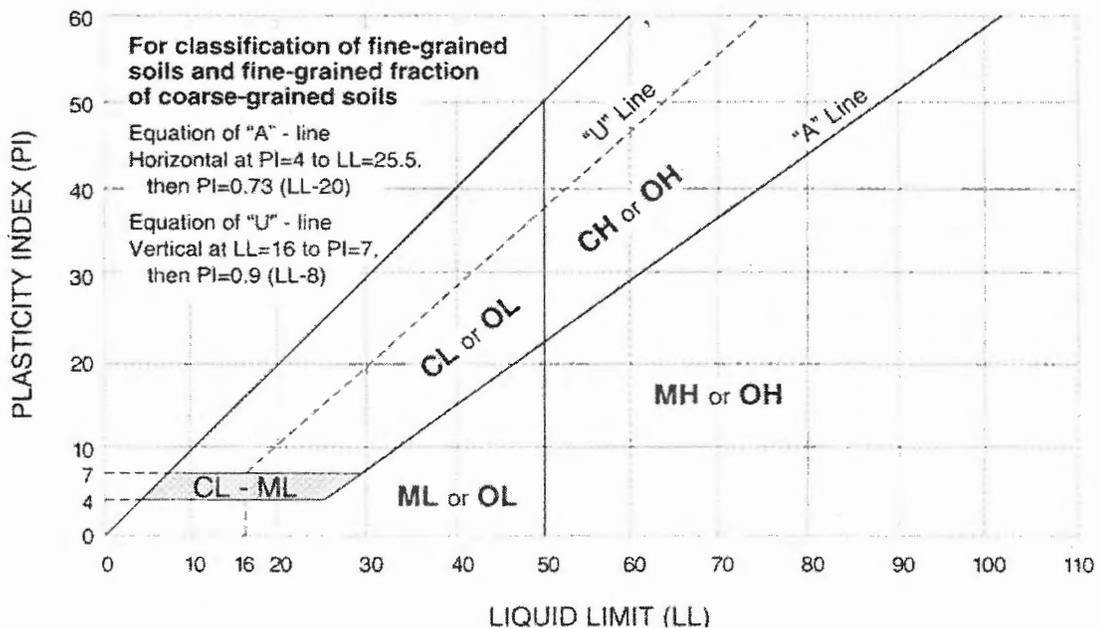
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



DESCRIPTION OF ROCK PROPERTIES

WEATHERING

Term	Description
Unweathered	No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces.
Slightly weathered	Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition.
Moderately weathered	Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a continuous framework or as corestones.
Highly weathered	More than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous framework or as corestones.
Completely weathered	All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact.
Residual soil	All rock material is converted to soil. The mass structure and material fabric are destroyed. There is a large change in volume, but the soil has not been significantly transported.

STRENGTH OR HARDNESS

Description	Field Identification	Uniaxial Compressive Strength, PSI (MPa)
Extremely weak	Indented by thumbnail	40-150 (0.3-1)
Very weak	Crumbles under firm blows with point of geological hammer, can be peeled by a pocket knife	150-700 (1-5)
Weak rock	Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with point of geological hammer	700-4,000 (5-30)
Medium strong	Cannot be scraped or peeled with a pocket knife, specimen can be fractured with single firm blow of geological hammer	4,000-7,000 (30-50)
Strong rock	Specimen requires more than one blow of geological hammer to fracture it	7,000-15,000 (50-100)
Very strong	Specimen requires many blows of geological hammer to fracture it	15,000-36,000 (100-250)
Extremely strong	Specimen can only be chipped with geological hammer	>36,000 (>250)

DISCONTINUITY DESCRIPTION

Fracture Spacing (Joints, Faults, Other Fractures)		Bedding Spacing (May include Foliation or Banding)	
Description	Spacing	Description	Spacing
Extremely close	< ¼ in (<19 mm)	Laminated	< ½ in (<12 mm)
Very close	¾ in – 2-1/2 in (19 - 60 mm)	Very thin	½ in – 2 in (12 – 50 mm)
Close	2-1/2 in – 8 in (60 – 200 mm)	Thin	2 in – 1 ft (50 – 300 mm)
Moderate	8 in – 2 ft (200 – 600 mm)	Medium	1 ft – 3 ft (300 – 900 mm)
Wide	2 ft – 6 ft (600 mm – 2.0 m)	Thick	3 ft – 10 ft (900 mm – 3 m)
Very Wide	6 ft – 20 ft (2.0 – 6 m)	Massive	> 10 ft (3 m)

Discontinuity Orientation (Angle): Measure the angle of discontinuity relative to a plane perpendicular to the longitudinal axis of the core. (For most cases, the core axis is vertical; therefore, the plane perpendicular to the core axis is horizontal.) For example, a horizontal bedding plane would have a 0 degree angle.

ROCK QUALITY DESIGNATION (RQD*)

Description	RQD Value (%)
Very Poor	0 - 25
Poor	25 - 50
Fair	50 - 75
Good	75 - 90
Excellent	90 - 100

*The combined length of all sound and intact core segments equal to or greater than 4 inches in length, expressed as a percentage of the total core run length.

Reference: U.S. Department of Transportation, Federal Highway Administration, Publication No FHWA-NHI-10-034, December 2009
Technical Manual for Design and Construction of Road Tunnels – Civil Elements

THIS PAGE INTENTIONALLY LEFT BLANK

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 4th day of April 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 attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between Boone County and DGOGColumbiamo05182018, LLC.

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

Done this 4th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
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 8, 2019

Developer/Owner Name: DGOGColumbiamo05182018 LLC

Address: 1598 Imperial Center
West Plains, MO 65775

Development: Dollar General Store #20181

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 respective 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 Dollar General Store #20181. The SWPPP and ESC plan was prepared by Overland Engineering, LLC on January 31, 2019.
- 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 1st day of March 2021, 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 \$29,035.52, 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:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

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 Letter of Credit 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 March 1, 2021, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on March 1, 2021, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit 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 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: _____

Printed Name: Jacob Stauffer

Title: EUP

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:

Brianna L. Lennon
Brianna L. Lennon, Boone County Clerk

County Treasurer

Tom Darrough
Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse
C.J. Dykhouse, County Counselor



00000000000166958%1470%03122019% RAA2594

IRREVOCABLE LETTER OF CREDIT

Borrower: RSBR INVESTMENTS, LLC
1598 IMPERIAL CENTER, SUITE 2001
WEST PLAINS, MO 65775-0000

Lender: The Bank of Missouri
Branch 4
1301 W South Street
Ozark, MO 65721-7483

Beneficiary: COUNTY OF BOONE
801 E WALNUT ST, RM 315
COLUMBIA, MO 65201

NO.: 166958

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 03-10-2020 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Twenty-nine Thousand Thirty-five & 52/100 Dollars (\$29,035.52) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Each draft so drawn must be marked "Drawn under THE BANK OF MISSOURI LETTER OF CREDIT NO. 166958," and be accompanied by a signed statement in substantially the form set out as Exhibit "A", which is attached hereto, from Beneficiary that Borrower or DGOGColumbiamo05182018 LLC has failed to fulfill the obligations of their contract. "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 the Bank of Missouri within the 60-day period prior to the then-effective date of expiration of this letter of credit." 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 March 10, 2020, provided further that upon such expiration, either at one years time, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to County of Boone at the account then-designated by the Boone County Treasurer.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER The Bank of Missouri IRREVOCABLE LETTER OF CREDIT NO. 166958 DATED 03-12-2019," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Loan No: 166958

Page 2

occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Missouri.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: March 12, 2019

LENDER:

THE BANK OF MISSOURI

By: 
Authorized Officer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
_____	_____	_____	_____

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Bank Name
Bank Address
City, State, Zip
Attention: Bank Senior VP

Re: Bank Letter of Credit No.: **XXXXXXX**
Dated: MM/DD/YY
In Favor of Boone County, Missouri on behalf of **Developer/Owner**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to The Bank of Missouri (the "Bank"), with reference to Irrevocable Letter of Credit No. **XXXXXXX** (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

Taylor W. Burks, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the

4th

day of April

20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, April 9, 2019 at 2:30 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 4th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
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