

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

4th

day of

August

20 20

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

Now on this day the County Commission of the County of Boone does hereby approve the request to rename a named roadway currently listed as Sims Road as recorded in Book 5193, Page 87 of the Boone County Records to Quiet Life Lane.

Done this 4th day of August 2020.

ATTEST:

*Brianna 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

**Request to rename a named roadway that is currently listed as Sims Road (Commission Order 118-98), that is a county-maintained road to QUIET LIFE LANE. Said road being in Section 34, Township 51 North, Range 13 West and is shown on survey recorded in Book 4792 Page 142 and also shown on survey recorded in Book 5193 Page 87 of the Boone County Records.**

**QUIET LIFE LANE: Beginning on the north side of Blakemore Road approximately 2200 feet east of the intersections of Blakemore Road and Oak Grove School Road and running in a north direction for approximately 1100 feet.**

PETITION TO RENAME A ROAD IN BOONE COUNTY

We the undersigned property owners who front on the County Road known as

SIMS ROAD

request that the Boone County Commission rename this road to

QUIET LIFE LANE

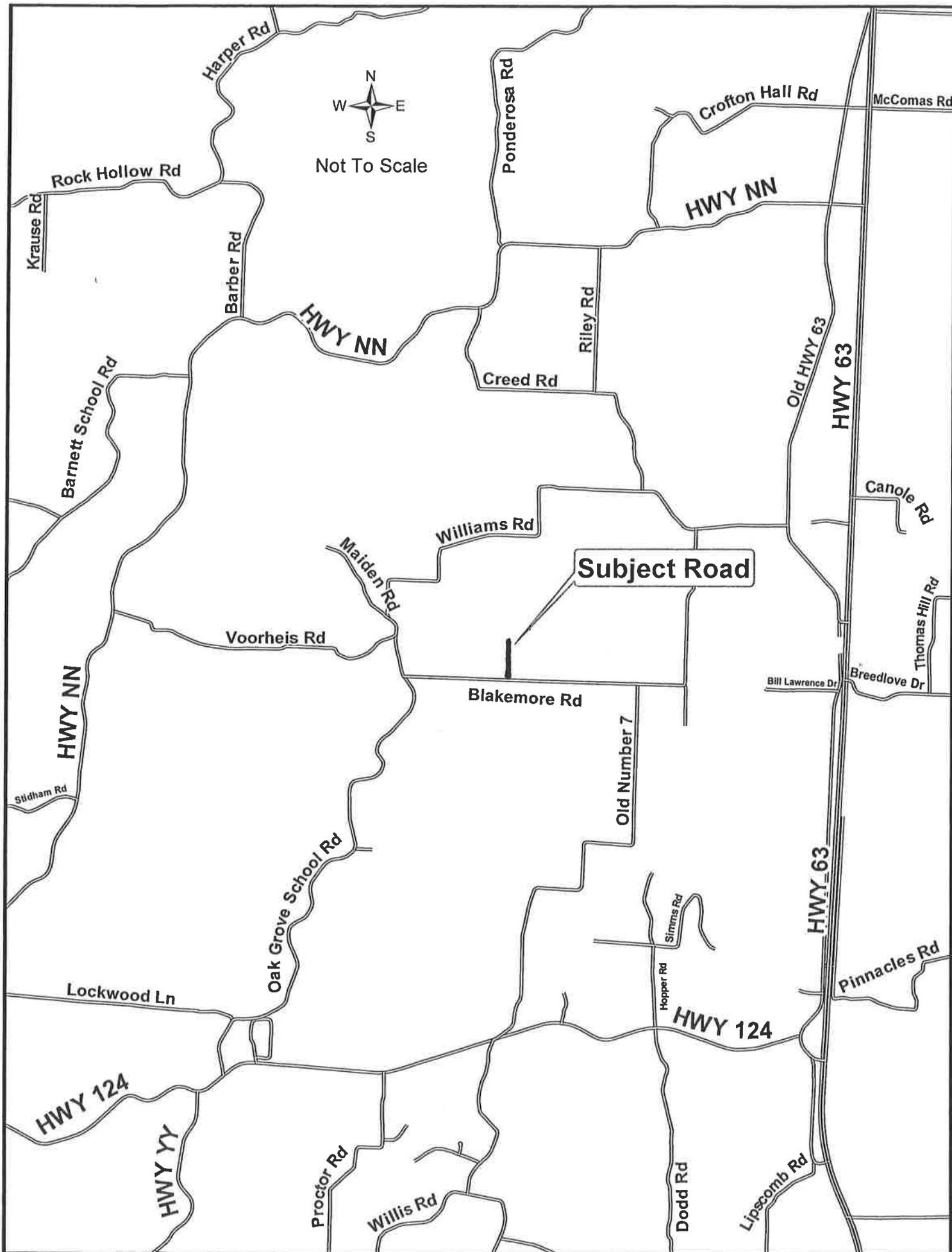
Said road is located in Section 34 Township 51 North, Range 13 West

Print Name Property owner(s)	Signature	Address & Telephone	Date
Donald Bradley	<i>[Signature]</i>	573-819- <del>4430</del> <sup>4430</sup>	7-29-20
Renee Bradley	<i>[Signature]</i>	573-819-8830	7-29-20
our current address is 302 Robinson Dr Sturgeon, MO			
Garrett Kelly	<i>[Signature]</i>	3900 East E and G rd Sturgeon, MO 573-289-6805	65284

Please return to:

Boone County Resource Management  
Boone County Government Center  
801 E. Walnut Rm 315  
Columbia, MO 65201

(573) 886-4330



**CERTIFIED COPY OF ORDER**

(Rev. Stat. Sec. 2321.)

118-98

STATE OF MISSOURI }  
County of Boone } ss.

March Session of the February Adjourned

Term. 19 98

In the County Commission of said county, on the 19th day of March 19 98

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

Now on this day the County Commission of the County of Boone does hereby accept the attached listing of roadways for full maintenance status; including 300' of the southern part of Tipton Road, while noting that all of the roadways were previously categorized as minimum maintenance by the Public Works department.

Done this 19th day of March, 1998.

Attest:

Wendy S. Noen  
WENDY S. NOEN  
Clerk of the County Commission

Don Stamper

DON STAMPER  
Presiding Commissioner

Karen M. Miller  
KAREN M. MILLER  
District I Commissioner

Linda V. Vegt  
LINDA VOGT  
District II Commissioner

# Boone County Public Works

Frank Abart, CPPE, Director  
Administrative Division  
Maintenance Operations Division  
Design & Construction Division



5551 Highway 63 South  
Columbia, MO 65201-9711  
573-449-8515  
573-874-6078  
FAX 573-875-1602

Date: March 13, 1998

To: Don Stampler, Presiding Commissioner

From: Frank M. Abart 

RE: Minimum Maintenance Roads

The following information will summarize the road name and approximate length of the roads that the Department now recognizes as Minimum Maintenance Roads. It is my understanding that the County Commission desires to take formal action that would make these roads full maintenance.

Proposed wording for a motion would be "...Now on this day the Boone County Commission does hereby accept the attached listing of roadways for Full Maintenance status while noting that all of the roadways were previously categorized as Minimum Maintenance by the Public Works Department."

<u>South of I-70:</u>	<u>Approx. Miles</u>
Willmoth Lane - east of Route 0	0.50
Swartz Lane - north of Edwards Road	0.20
Miller Lane - east of Woody Proctor Road	0.15
Old Hwy 63 - east of Clayville Road (at Hwy 63)	0.20
	-----
Subtotal of Roads South of I-70 =	1.05

North of I-70:

Approx. Miles

Robinson Road - south of Kemper Road	0.50
Canole Road - Highway 63 and east	0.25
Locust Grove Road - relocated part, south of McComas Rd	0.25
Dunbar Road - Barnes Road and west	0.75
Krause Road - Rock Hollow Road and south	0.25
Simms Road - Hopper Road and west	0.25
Slms Road - cemetery access road north of Blakemore Rd	0.25
Lofmar Lane - Route NN west to the bridge	0.30
Wade School Road - north of Akeman Bridge Road	0.10
Moreau Road - south end of current maintained section	0.50
Odus Lane - east of Route VV	0.25
Rock Hollow Road - west of Perche Church Road	0.10
King Road - east of the bridge (east of Route F)	0.38
J.E. Lane - east of Davenport Rd (at Davis Road Intersection)	0.50
No Name - south of Richland School Road	0.25
	-----
Subtotal of Roads North of I-70 =	4.88

**TOTAL OF APPROXIMATE MILES OF ROADS = 6.93**

Please advise if you need any additional comment or information. Thank you.

c: Vogt  
M. Her  
Edington  
Ashley - Clark  
Filo

FILED FOR RECORD BOONE COUNTY, MISSOURI  
 NORMA DETZEL, RECORDER OF DEEDS.



BEARINGS ARE REFERENCED TO GRID NORTH FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) FROM GPS OBSERVATIONS.

- LEGEND**
- o IRON PIPE (UNLESS NOTED OTHERWISE)
  - c EXISTING 5/8" REBAR (UNLESS OTHERWISE NOTED)
  - S SET 5/8" REBAR
  - WITH CAP "A.C. 2007000167"
  - PERMANENT MONUMENT (5/8" REBAR W/ALUM. CAP)
  - o IRON PIPE
  - o REBAR
  - (M) MEASURED DISTANCE
  - (REC.) RECORD MEASUREMENT
  - x DINK HOLE WITH CHECKED "C"
  - o CENTERLINE
  - o FENCE

APPROVED FOR RECORDING THIS 14<sup>th</sup> DAY OF August 2017  
*Norma Detzel*  
 DEED RECORDER

**FLOOD PLAIN STATEMENT**  
 THIS TRACT IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL NUMBER 200100000L, EFFECTIVE DATE MARCH 17, 2011.

- NOTES**
1. THIS SURVEY CONFORMS TO THE ACCURACY STANDARDS FOR SURVEYING PROPERTY AS DEFINED BY MISSOURI BOARD RULE 20 CSR 2030-16.040(2)(8).
  2. A CURRENT TITLE COMMITMENT WAS NOT AVAILABLE FOR THIS SURVEY.
  3. THE DEED RECORDED IN BOOK 511, PAGE 13 (RECORDED ABOUT 1/4 ACRE, BEING WHAT IS KNOWN AS SAGE GROVEWAY) BUT IT DOES NOT DESCRIBE THE EXACT LOCATION. THE TRACT SHOWN WITHIN THE EXISTING FENCE IS 0.52 ACRES AND IS BELIEVED TO BE THE AREA REFERENCED IN BOOK 511, PAGE 13. SUBSEQUENT DEED, RECORDED IN BOOK 151, PAGE 100 DESCRIBES 1 1/4 ACRES FOR RELIGIOUS AND BURIAL PURPOSES. THE DESCRIPTION IS POORLY WRITTEN AND CANNOT BE RETAINED. THIS SURVEY DEPICTS THE FENCED LOCATION AS THE INTENDED TRACT TO BE USED FOR THE GRAVEYARD.
  4. THE WEST LINE OF THE 70 ACRE TRACT DESCRIBED BY PARCEL 4 IN THE QUIT CLAIM DEED RECORDED IN BOOK 4718, PAGE 72 IS IN A CARDINAL DIRECTION NORTH FROM THE POINT OF BEGINNING. THIS SURVEY ACCEPTS THE EXISTING FENCE AS THE WEST LINE OF THE PROPERTY. THE TRACT DESCRIBED BY THE WARRANTY DEED 1705, PAGE 870 IS DESCRIBED AS BEING THE WEST NINETY-FIVE ACRES OF THE SOUTHWEST QUARTER, WHICH CREATES A GAP BETWEEN THE TWO TRACTS, APPROXIMATELY LOCATED AS SHOWN.
  5. THE NORTH LINE OF THIS TRACT IS DESCRIBED IN PARCEL 4 OF THE QUIT CLAIM DEED RECORDED IN BOOK 4718, PAGE 72 AS GOING TO THE SOUTH LINE OF THE LOUISIANA AND MISSOURI RIVER RAILROAD. THE RAILROAD WAS ABANDONED YEARS AGO AND A PLUM FOR THE RAILROAD ALIGNMENT WAS NOT AVAILABLE. THE TRACT TO THE NORTH IS DESCRIBED AS GOING TO THE CENTER OF THE RAILROAD. THEREFORE, THIS SURVEY GOES TO THE CENTER OF SAID RAILROAD AS SHOWN BY BOONE COUNTY SURVEY 17365 SINCE THERE IS NO OTHER DEFINITION OF THE RAILROAD. THE OLD RAILROAD BED IS STILL RETRIEVABLE IN VARIOUS LOCATIONS ALONG THE PROPERTY LINE.
  6. THIS TRACT IS SUBJECT TO THE BOONE COUNTY STORM WATER DRAINAGE.

**PROPERTY DESCRIPTION**

I HEREBY CERTIFY THAT IN JULY 1017, I COMPLETED A SURVEY FOR JOHN AND JULIA MARTIN, LLC OF A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, BEING PART OF PARCEL 4 DESCRIBED BY THE QUIT-CLAIM DEED RECORDED IN BOOK 4718, PAGE 72 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 50 NORTH, RANGE 13 WEST; THENCE ALONG AN EXISTING FENCE LINE AND SAID FENCE LINE EXTENDED, N89°30'00", 2218.00 FEET TO THE CENTER OF THE OLD LOUISIANA AND MISSOURI RIVER RAILROAD; THENCE WITH THE CENTER OF SAID RAILROAD AS SHOWN BY BOONE COUNTY SURVEY #7265, S04°29'00", 851.85 FEET; THENCE S53°16'00", 477.00 FEET; THENCE LEAVING SAID CENTERLINE, S0°30'20", 99.45 FEET TO THE NORTHEAST CORNER OF THE MOUNT CARMEL CEMETERY TRACT; THENCE WITH THE NORTH LINE OF CEMETERY TRACT, N85°03'00", 140.15 FEET TO THE NORTHEAST CORNER; THENCE THEN S44°00'00", 183.65 FEET TO THE SOUTHWEST CORNER OF SAID MOUNT CARMEL CEMETERY TRACT; THENCE WITH THE SOUTH LINE OF SAID CEMETERY TRACT, S80°15'00", 137.80 FEET TO A POINT IN THE CENTER OF AN UNKEMPT COUNTY MAINTAINED ROAD; THENCE LEAVING THE SOUTH LINE OF SAID CEMETERY TRACT AND WITH THE CENTER OF THE COUNTY ROAD, S0°30'20", 833.55 FEET TO THE SOUTH LINE OF SAID SECTION 34-51-13; THENCE LEAVING SAID CENTER OF THE COUNTY ROAD AND WITH SAID SOUTH LINE, N87°59'45", 16.50 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE CONTINUING WITH SAID SOUTH LINE, N88°00'00", 1083.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 40.23 ACRES.

THIS SURVEY WAS MADE IN CONFORMANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY SURVEY AND PLAT BY ALLSTATE CONSULTANTS LLC

BETTY LOU COBB  
 Notary Public - Notary Seal  
 County of Boone  
 My Commission Expires December 6, 2018  
 Commission # 1389008

*James R. Jeffries*  
 JAMES R. JEFFRIES # 45-2500  
 Aug. 16, 2017  
 DATE

STATE OF MISSOURI }  
 COUNTY OF BOONE } SS

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 14<sup>th</sup> DAY OF August 2017  
*Betty Lou Cobb*  
 BETTY LOU COBB  
 Notary Public  
 My Commission Expires  
 Expires December 6, 2019

BOUNDARY SURVEY FOR  
**JOHN AND JULIA MARTIN, LLC**  
 LOCATED IN SECTION 34, TOWNSHIP 51 NORTH, RANGE 13 WEST  
 BOONE COUNTY, MISSOURI

DATE: AUGUST 16, 2017 JOB NUMBER: 17114.04  
 JAMES R. JEFFRIES  
 PROFESSIONAL LAND SURVEYOR  
 # 45-2500  
 RECORDED BY RECORDERS SHIP

ALLSTATE CONSULTANTS  
 312 LEON INDUSTRIAL BLVD  
 COLUMBIA, MO 65201  
 (637) 878-8788  
 ALLSTATE CONSULTANTS LLC  
 NO PROFESSIONAL LAND SURVEYING  
 CERTIFICATE OF AUTHORITY #201000187

Date and Time: 08/16/2017 @ 02:25:17 PM  
 Instrument #: 2017016935 Book: 4792 Page: 142  
 Instrument Page: 808  
 Recording Fee: \$24.00  
 No. of Pages: 1  
 Notary Seal: [Seal]

AUG 17 11:14 AM 2017  
 DEED REC'D - SECTION 34, TOWNSHIP 51 NORTH, RANGE 13 WEST

FILED FOR RECORD, BOONE COUNTY MISSOURI  
NORA DIETZEL, RECORDER OF DEEDS.

APPROVED FOR RECORDING THIS 29th DAY OF May, 2020

*Bill Hoover by Vicki Mack*  
SEAN SHAWNER, DIRECTOR  
RESOURCE MANAGEMENT  
BY: *Vicki Mack*



**CLEAVER AND ASSOCIATES, LLC.**  
P.O. BOX 338, 29331 HWY 63,  
MACON, MO. 63552  
TELEPHONE (660) 239-4403  
cleaverandassociates@gmail.com

- SET MONUMENT
- FOUND MONUMENT
- △ RIGHT OF WAY MARKER
- STONE MONUMENT
- ◊ CORNER POST
- × FENCE LINE
- OH OVERHEAD ELECTRIC

**JOHN & JULIA MARTIN LLC**

SECTION 34,  
TOWNSHIP 51 NORTH, RANGE 13 WEST  
BOONE COUNTY, MISSOURI

100 200 400  
SCALE: 1" = 200'

LEGEND

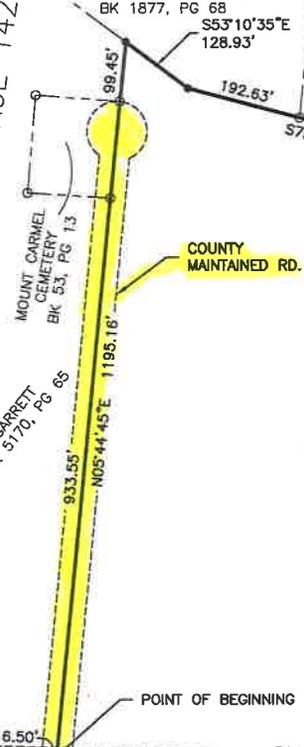
ORDER # - 12315

PAGE 1 OF 1

DATE : 04-30-2020

SURVEY RECORDED IN BOOK 4792, PAGE 142

BOONE CO. SURVEY #7265



SURVEY RECORDED IN BOOK 4785, PAGE 63

DESCRIPTION: A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF A SURVEY FILED FOR RECORD IN BOOK 4792, PAGE 142 RECORDS OF BOONE COUNTY, MISSOURI;  
THENCE ALONG THE EAST LINE OF SAID SURVEY, N05°44'45"E A DISTANCE OF 1195.16' TO AN IRON ROD SET ON THE SOUTH LINE OF BOONE COUNTY SURVEY 7265;  
THENCE ALONG THE SOUTH LINE OF SAID SURVEY AS FOLLOWS:  
S53°10'35"E A DISTANCE OF 128.93' TO AN IRON ROD SET;  
THENCE S75°03'40"E A DISTANCE OF 617.96' TO AN IRON ROD FOUND ON THE SOUTH LINE OF A SURVEY FOUND IN BOOK 4785, PAGE 63;  
THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SURVEY, N86°41'35"E A DISTANCE OF 303.01' TO AN IRON ROD SET;  
THENCE LEAVING SAID LINE, S17°08'44"W A DISTANCE OF 1046.27' TO AN IRON ROD SET ON THE SOUTH LINE OF SECTION 34;  
THENCE ALONG SAID LINE, N87°54'34"W A DISTANCE OF 814.54' TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 22.1 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, OR NOT OF RECORD, IF ANY.

STATE OF MISSOURI } SS  
COUNTY OF MACON }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 28 DAY OF MAY, 2020

*Debra S. Kennedy*  
DEBRA S. KENNEDY  
My Commission Expires  
January 3, 2021  
Macon County  
Commission #13623488  
My Commission Expires: Jan 3, 2021

I HEREBY CERTIFY THE SURVEY PLATTED HEREON COMPLIES WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

*Mark W. Robertson*  
MARK W. ROBERTSON, P.L.S.  
L.S. # 2008016665

S-1/4 COR. OF SEC. 34 PER LAND COR. DOC. #600-34095

SPACE RESERVED FOR COUNTY RECORDER



Recorded in Boone County, Missouri!  
Date and Time: 05/29/2020 at 08:22:10 AM  
Instrument #: 2020010880 Book: 5193 Page: 87  
Instrument Type: SUR  
Recording Fee: \$24.00 S  
No. of Pages: 1

*Nora Dietzel*  
Nora Dietzel, Recorder of Deeds  
BOONE COUNTY MISSOURI



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

4th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 23-02JUL20 – El Chaparral Ave Culvert Rehab – 2020 to Insituform Technologies USA, LLC.

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 August 2020.

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

# Boone County Purchasing

**Robert Wilson**  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: July 28, 2020  
RE: 23-02JUL20 – El Chaparral Ave Culvert Rehab - 2020

23-02JUL20 – El Chaparral Ave Culvert Rehab – 2020 opened on July 2, 2020 with two bids received. Resource Management recommends award by lowest responsive bid to Insituform Technologies USA, LLC.

**Cost of the contract is \$160,834.00.** There will be a 10% contingency of \$16,083.40 added for a Purchase Order total of \$176,917.40, which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$170,000.

Attached is the bid tabulation for your review.

cc: Daniel Haid, Resource Management  
Bid File

ATT: Bid tabulation

**23-02JUL20 - EL CHAPARRAL AVE. CULVERT REHAB  
- 2020**

<b>BID TABULATION</b>			<b>Insituform Technologies USA</b>		<b>Leavenworth Excavating and Equipment Co.</b>	
<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
MOBILIZATION	1	LS	\$7,500.00	\$7,500.00	\$27,000.00	\$27,000.00
TRAFFIC CONTROL	1	LS	\$2,200.00	\$2,200.00	\$8,000.00	\$8,000.00
TREE REMOVAL WITH STUMP GRINDING	1	LS	\$4,700.00	\$4,700.00	\$4,700.00	\$4,700.00
FLOW CONTROL	1	LS	\$1,140.00	\$1,140.00	\$4,500.00	\$4,500.00
CULVERT SLIPLINING PIPE	290	LF	\$488.60	\$141,694.00	\$520.00	\$150,800.00
GROUTING OF ANNULAR SPACE	80	CY	NO BID	\$0.00	\$369.00	\$29,520.00
RESTORATION	1	LS	\$3,600.00	\$3,600.00	\$11,500.00	\$11,500.00
<b>Bid Total</b>				<b>\$160,834.00</b>		<b>\$236,020.00</b>
Bid Response				Y		Y
Work Authorization Certification				Y		Y
Debarment Certification				Y		Y
Statement of Bidders Qualifications				Y		Y
Anti-Collusion Statement				Y		Y
Bid Bond				Y		Y
Signature and Identity of Bidder				Y		Y
Bidders Acknowledgment				Y		Y

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Insituform Technologies USA, LLC.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 23-02JUL20- El Chaparral Ave. Culvert Rehab - 2020**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<b><u>Description</u></b>	<b><u>Price</u></b>
<b><u>23-02JUL20- El Chaparral Ave. Culvert Rehab - 2020</u></b>	<b><u>\$160,834.00</u></b>
<b>TOTAL</b>	<b>\$160,834.00</b>

The contract award for Boone County's **El Chaparral Ave. Culvert Rehab – 2020** is to **be in the amount of \$160,834.00.**

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Individual Bidder Certification
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Sample Performance Bond,
- Sample Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications

Technical Specifications  
Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #26  
Boone County Standard Terms and Conditions  
Project Plans and/or Details  
Notice to Proceed  
Boone County Roadway Regulations Chapter II  
MODOT Standard Specifications for Highway Construction Current Edition  
US Army COE Nationwide Permit Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications.** 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. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment;

therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

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

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

Commission Order # \_\_\_\_\_

The Owner agrees to pay the Contractor in the amount: **\$160,834.00.**

**One Hundred Sixty Thousand, Eight Hundred Thirty-Four Dollars** (\$160,834.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 8/4/2020  
at Columbia, Missouri. (Date)

**INSITUFORM TECHNOLOGIES USA, LLC**

**BOONE COUNTY, MISSOURI**

By *Ursula Youngblood*  
DocuSigned by:  
00DAE1F68B8643D...  
Title Contracting & Attesting Officer

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*[Signature]*  
County Counselor

DocuSigned by:  
*Brianna L Lennon by MT*  
County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by: <u><i>[Signature]</i></u> Signature	7/28/2020 Date	2041 / 71202 - <b>\$160,834.00</b> Appropriation Account
--	-------------------	---

**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 titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**BID FORM  
EL CHAPARRAL AVE. CULVERT REHAB - 2020**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$ 7,500.	\$ 7,500.
TRAFFIC CONTROL	1	LS	\$ 2,200.	\$ 2,200.
TREE REMOVAL WITH STUMP GRINDING	1	LS	\$ 4,700.	\$ 4,700.
FLOW CONTROL	1	LS	\$ 1,140.	\$ 1,140.
CULVERT SLIPLINING PIPE (CIPP)	290	LF	\$ 488.69	\$ 141,694.
GROUTING OF ANNULAR SPACE	80	CY	\$ -	\$ No Bid
RESTORATION	1	LS	\$ 3,600.	\$ 3,600.
<b>Bid Total</b>				<b>\$ 160,834.00</b>

Is Bid Prevailing or Non-Prevailing Wage (Circle One)

Prevailing

Non-Prevailing

*ITUSA is a Union Contractor*

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>
<u>No ADDENDA</u>	<u>As of 6-30-2020</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: INSITUFORM TECHNOLOGIES USA, LLC.

ADDRESS: 17988 Edison Avenue

CITY, STATE, ZIP: Chesterfield, MO 63005

PHONE NUMBER: 636/530-8000

EMAIL ADDRESS: UYoungblood@Aegion.com

AUTHORIZED REPRESENTATIVE: Ursula J. Youngblood

TITLE: Contracting & Attesting Officer

SIGNATURE: *Ursula J. Youngblood*

Prompt Payment Terms: Net 30 days from invoice date

Will you accept automated clearinghouse (ACH) for payment of invoices? Electronic transfer of funds preferred

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

Civil - Clearing/Grubbing/Restoration - Utility Solutions LLC  
Pre CIPP Clean/CCTV - Midwest Drain & Sewer  
*Baraboo, KS*



## 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 through DocuSign, it will be accompanied by the Contract Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign the contract electronically through DocuSign. Required Bonds shall be returned separately to the Purchasing Department. They are not signed electronically in DocuSign.

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:** El Chaparral Avenue Culvert Rehab - 2020

**Project No.:** Bid Number: 23-02JULY20

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**

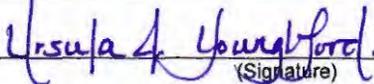
If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

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. If submitting by e-mail, an original bond must be submitted by U.S. mail.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies they have read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below. Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign for electronic signature of contract and for 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.

Firm Name: INSITUFORM TECHNOLOGIES USA, LLC.

By:   
(Signature)

Ursula J. Youngblood  
(Print or Type Name)

Title: Contracting & Attesting Officer

Address: 17988 Edison Avenue

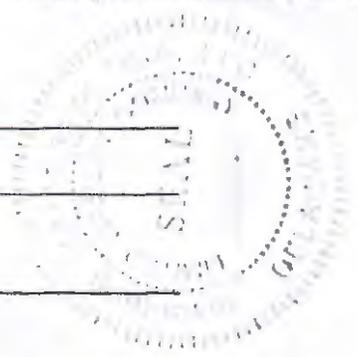
City, State, Zip: Chesterfield, MO 63005

Phone: 636/530-8000

Fax: 636/530-8701

Email Address: UYoungblood@Aegion.com

Date: 2 July 2020



(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.

Ursula J. Youngblood, Contracting & Attesting Officer

\_\_\_\_\_  
Name and Title of Authorized Representative

Signature

*Ursula J. Youngblood*

2 July 2020

\_\_\_\_\_  
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





NOT APPLICABLE

**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: INSITUFORM TECHNOLOGIES USA, LLC.
2. Business Address: 17988 Edison Avenue  
Chesterfield, MO 63005
3. When Organized: Insituform Technologies USA, LLC is a Limited Liability Company organized in 2011 under the laws of Delaware
4. When Incorporated: N/A - Insituform Technologies USA, LLC is a Limited Liability
5. If not incorporated, state type of business and provide your federal tax identification number:  
Limited Liability Company 43-1319597 (see attached Form W-9)
6. Number of years engaged in contracting business under present firm name:  
38
7. If you have done business under a different name, please give name and location:  
Insituform Technologies Inc and Insituform of North America both 17988 Edison Avenue in Chesterfield MO
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
SEE ATTACHED - Completed Projects Listing
12. List of projects currently in progress: SEE ATTACHED - Active Projects Listing

\* Attach additional sheets as necessary \*

### ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

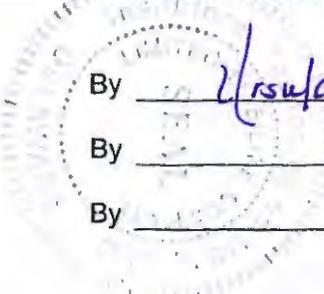
COUNTY OF St. Louis

Ursula J. Youngblood, being first duly sworn, deposes and says that he is Contracting & Attesting Officer  
(Title of Person Signing)

of INSITUFORM TECHNOLOGIES USA, LLC.  
(Name of Bidder)

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

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

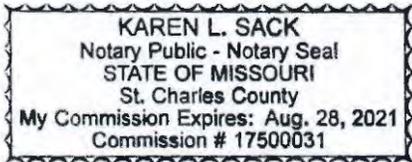


By Ursula J. Youngblood  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 2nd day of July, 20 20

Karen Sack  
Notary Public

My Commission Expires 28 August 2021



### 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:

\_\_\_\_\_

SEE ATTACHED - Board of Managers Listing

\_\_\_\_\_

Address of each:

17988 Edison Avenue

\_\_\_\_\_

Chesterfield, MO 63006

\_\_\_\_\_

doing business under the name of:

N/A

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

17988 Edison Avenue Chesterfield, MO 63005

Address of principal place of business in Missouri

INSITUFORM TECHNOLOGIES USA, LLC.

(If a corporation - show its name above)

17988 Edison Avenue Chesterfield, MO 63005

Address of principal place of business in Missouri



**ATTEST:**

Ursula J. Youngblood

(Signature)

Dated 2 July, 2020

Ursula J. Youngblood, Contracting & Attesting Officer

(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.

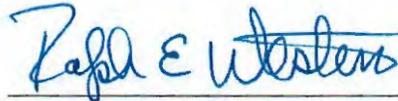
A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

**INSITUFORM TECHNOLOGIES USA, LLC**  
**PRESIDENT APPOINTMENT OF**  
**CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies USA, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Gina Gurrieri, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 6, 2020



---

Ralph E. Western  
President



**Insituform**  
Technologies USA, LLC

Insituform Technologies USA, LLC is a subsidiary of Aegion Corporation

**INSITUFORM TECHNOLOGIES USA, LLC**  
**BOARD OF MANAGERS AND OFFICERS**  
(Current as of February 1, 2020)

<u>BOARD OF MANAGERS</u>
<i>Charles R. Gordon</i> Member, Board of Managers
<i>David F. Morris</i> Member, Board of Managers

<u>OFFICERS</u>	
<u>Name</u>	<u>Office</u>
Ralph E. Western	– President
David F. Morris	– Executive Vice President
Mark A. Menghini	– Senior Vice President and Secretary
Kenneth L. Young	– Senior Vice President, Treasury and Tax
John L. Heggemann	Senior Vice President
Stephen Callahan	– Senior Vice President
Kent W. Bartholomew	– Vice President, Deputy General Counsel and Assistant Secretary
Dennis Pivin	– Vice President – Safety
Larry Mangels	– Vice President, Operational Controller

<u>CONTRACTING AND ATTESTING OFFICERS</u>
Christlanda Adkins
Gina Gurrieri
Janet Hass
Jana Lause
Diane Partridge
Whittney Schulte
Ursula Youngblood

**Business Address for Officers and Board of Managers:**  
**17988 Edison Avenue**  
**Chesterfield, MO 63005**

### BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of St. Louis

On this 2nd day of July, 20 20

before me appeared Ursula J. Youngblood 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.

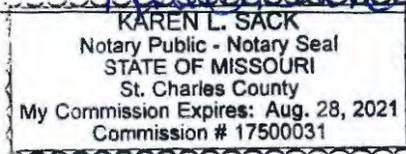
limited liability company  
(if a corporation) that he is the

Ursula J. Youngblood  
President or other agent  
Ursula J. Youngblood, Contracting & Attesting Officer

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

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

(SEAL) Karen L. Sack Notary Public



My Commission expires 28 August, 20 21



Company ID Number: 19959

Client Company ID Number: 1120907

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 19959

Client Company ID Number: 1120907

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

<b>Employer</b> Insituform Technologies, USA LLC	
Name (Please Type or Print) <i>Lonis Finitruck</i>	Title <i>Executive Assistant</i>
Signature <i>Aaron Wade</i>	Date <i>8/22/16</i>
<b>E-Verify Employer Agent</b> TALX Corporation	
Name (Please Type or Print) Aaron Wade	Title
Signature Electronically Signed	Date 08/22/2016
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/23/2016



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**INSITUFORM TECHNOLOGIES USA, LLC**  
17988 Edison Avenue  
Chesterfield, MO 63005

**SURETY:**

*(Name, legal status and principal place of business)*

**Travelers Casualty And Surety Company Of America**  
One Tower Square  
Hartford, CT 06183

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)*

**County of Boone MO**  
613 East Ash Street  
Columbia, MO 65201

**Mail Notices To:**

**Travelers**  
Attn: Surety Claim Dept.  
One Tower Square 2S1A  
Hartford, CT 06183

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

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

**PROJECT: El Chaparral Ave. Culvert Rehab – 2020, Bid Number: 23-02JUL20**

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

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 2nd day of July, 2020.

*Gina Gurrier*

*(Witness)*

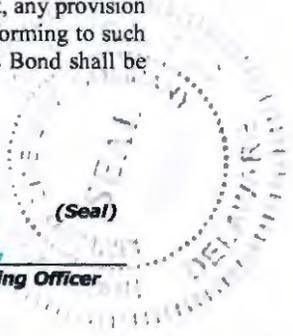
**Gina Gurrier**  
Contracting & Attesting Officer

**INSITUFORM TECHNOLOGIES USA, LLC**

*(Principal)*

*Ursula Youngblood*

*(Title) Ursula Youngblood, Contracting & Attesting Officer*



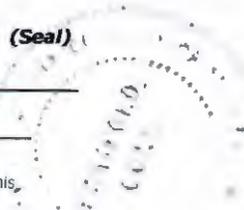
*Michelle Wilson*

*(Witness) Michelle Wilson, Witness*

**Travelers Casualty And Surety Company Of America**  
*(Surety)*

*Andrew P. Thome*

*(Title) Andrew P. Thome, Attorney-In-Fact*



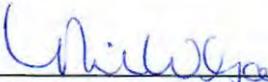
State of Missouri  
County of St. Louis

On 7/02/2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

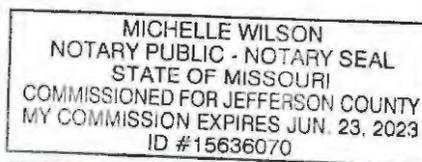
## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

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



Michelle Wilson, Notary Public



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

	<b>Travelers Casualty and Surety Company of America</b> <b>Travelers Casualty and Surety Company</b> <b>St. Paul Fire and Marine Insurance Company</b>
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**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

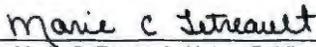
By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 02 day of July, 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



Proprietary Property and Trade Secret of Aegion, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited.

## Contract Qualification Active Projects ( 2013 - Present ) - Parameter Summary

Month Ending Date	06-30-2020	
Reporting Entity		
Region		
Owner State		
JDE Company Code	00104	
Project Material Family	ACE;AIS;COM;ILS;SIT;STD	
Project Number		
Role		
Product	In development	
Project Manager		
Value	Start	End
Bid Date		
Diameter		



Proprietary Property and Trade Secret of Aegion, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited.

## Contract Qualification Active Projects ( 2013 - Present ) - Summary

	AIS	STD	Total	SR's (taps)
6	400		400	0
8	327,657		327,657	
10	104,970		104,970	
12	73,618		73,618	
15	28,660	129	28,789	
18	15,316	796	16,112	
20	2,534	317	2,851	
21	9,785	352	10,137	
24	3,044	957	4,001	
27		746	746	
30	474	8,182	8,656	
32	400		400	
36	4,638	1,126	5,764	
40	364		364	
60	1,958		1,958	
	67,758	23,138	90,896	
<b>Total</b>	<b>641,576</b>	<b>35,743</b>	<b>677,319</b>	



Proprietary Property and Trade Secret of Aegion, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited.

## Contract Qualification Active Projects ( 2013 - Present ) - Detail

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102450	Sub	HAVEN'S CONSTR.,KANSAS CITY MO   NSR BRUSH CRK PROJ.AREA 1 W.KC	JA	5% \$1,384,150.00

Project Manager	Bid Date	AIS	Total	SR's	
Smith,Brian S	10-31-2017	8	29,166	29,166	0
		10	9,747	9,747	
		12	12,319	12,319	
		15	23	23	
		32	400	400	
		<b>Total</b>	<b>51,655</b>	<b>51,655</b>	

Customer	Owner
City of Kansas City, MO-Water Services Department 4800 East 63rd St. Jackson Kansas City MO 64130-4626 +1 816 5132297	City of Kansas City, MO-Water Services Department 4800 East 63rd St. Jackson Kansas City MO 64130-4626 +1 816 5132297

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102456	Prime	SPRINGFIELD MO,SANIT. SEW. REH   SANIT. SEWER OVERFLOW CONTROL	JA	5% \$7,849,757.30+CO's

Project Manager	Bid Date	AIS	STD	Total	SR's
Smith,Brian S	01-30-2018	8	104,097	104,097	0
		10	7,412	7,412	
		12	3,486	3,486	
		15	18,153	129	18,282
		18	12,376	796	13,172
		20		317	317
		21	8,616	352	8,968
		24	1,325	957	2,282
		27		746	746
		30	474	8,182	8,656
		36		1,126	1,126
		<b>Total</b>	<b>155,939</b>	<b>12,605</b>	<b>168,544</b>

Customer	Owner
City of Springfield, MO 840 N Boonville Ave 840 N Boonville Avenue Greene Springfield MO 65802-3832 +1 417 8641000	City of Springfield, MO 840 N Boonville Ave 840 N Boonville Avenue Greene Springfield MO 65802-3832 +1 417 8641000

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102513	Prime	LIBERTY MO,PO#180128,MARC B256   2018 CIPP SEWER REH.,PO#180128	JA	0% \$183,070.68

Project Manager	Bid Date	AIS	Total	SR's



Project Manager	Bid Date
Smith,Brian S	02-02-2018

	AIS	Total	SR's
8	2,738	2,738	0
<b>Total</b>	<b>2,738</b>	<b>2,738</b>	

Customer	Owner
City of Liberty, MO 101 E Kansas Avenue Clay Liberty MO 64068-2313 +1 816 817100	City of Liberty, MO 101 E Kansas Avenue Clay Liberty MO 64068-2313 +1 816 817100

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102550	Sub	BLUE NILE CONTRACTORS,KCMO   GOOSENECK CRK S.,81000696/1425	JA	5% \$1,500,000.00

Project Manager	Bid Date
Smith,Brian S	08-28-2018

	AIS	Total	SR's
8	12,954	12,954	0
10	35,329	35,329	
12	11,897	11,897	
15	27	27	
<b>Total</b>	<b>60,207</b>	<b>60,207</b>	

Customer	Owner
Blue Nile Contractors-Kansas City,MO 901 N. Monroe Jackson Kansas City MO 64120 +1 816 5051302	City of Kansas City, MO-Water Services Department 4800 East 63rd St. Jackson Kansas City MO 64130-4626 +1 816 5132297

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102561	Sub	WIEDENMANN INC., FAIRFAX DRAIN   BRINKERHOFF SWR IMPROVEMENTS	JA	10% \$529,300.00+CO

Project Manager	Bid Date
Smith,Brian S	12-14-2018

	AIS	Total	SR's
60	1,958	1,958	0
<b>Total</b>	<b>1,958</b>	<b>1,958</b>	

Customer	Owner
Wiedenmann Inc Construction Co Inc-Belton, MO P.O. Box 245 Cass Belton MO 64012 +1 816 3221125	Fairfax Drainage District-Kansas City,KS 1620 Fairfax Trafficway Wyandotte Kansas City KS 66101 +1 913 3212260

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102575	Prime	UTILITY SOLUTIONS,EMPORIA KS   DOWNTOWN SANIT.SEW. P#18-1134E	JA	0% \$775,934.93



Project Manager	Bid Date
Smith,Brian S	02-12-2019

Customer	Owner
City of Emporia, KS - Department of Public Works	City of Emporia, KS - Department of Public Works
522 Mechanic Lyon Emporia KS 66801	522 Mechanic Lyon Emporia KS 66801
+1 620 3421339	+1 620 3421339

	AIS	Total	SR's
8	11,398	11,398	0
10	7,599	7,599	
12	6,419	6,419	
15	547	547	
<b>Total</b>	<b>25,963</b>	<b>25,963</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102604	Sub	TRI-STAR UTILITIES,CHANUTE KS   SANIT.SEW. COLL.PH 3-BASIN 1&2	JA	5% \$525,051.85

Project Manager	Bid Date
Smith,Brian S	05-13-2019

Customer	Owner
Tri-Star Utilities, Inc.	City of Chanute, KS
PO Box 903 Montgomery Independence KS 67301	101 S Lincoln Ave 101 S Lincoln Avenue Neosho Chanute KS 66720-2431
+1 620 3317159	+1 316 4315200

	AIS	Total	SR's
8	21,966	21,966	0
10	61	61	
12	1,032	1,032	
<b>Total</b>	<b>23,059</b>	<b>23,059</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102606	Sub	UTILITY SOLUTIONS, AUBURN, KS   SANITARY SEWER REHAB	JA	0% \$373,800.80

Project Manager	Bid Date
Smith,Brian S	03-13-2019

Customer	Owner
Utility Solutions Associates	City of Auburn, KS
11700 Pflumm Road Johnson Lenexa KS 66215	161 NW 9th Street Shawnee Auburn KS 66402-9303
+1 913 3904872	+1 785 2562426

	AIS	Total	SR's
8	15,548	15,548	0
<b>Total</b>	<b>15,548</b>	<b>15,548</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102635	Sub	LEATH & SONS, KC MO-TURKEY CRK   TURKEY CREEK -AREA 1	JA	0% \$793,846.00



Project Manager	Bid Date
Smith,Brian S	02-26-2019

Customer	Owner
Leath and Sons-Raytown, MO 9301 E. 63rd Street Jackson Raytown MO 64133 +1 816 3538623	City of Kansas City, MO-Water Services Department 4800 East 63rd St. Jackson Kansas City MO 64130-4626 +1 816 5132297

	AIS	Total	SR's
8	3,788	3,788	0
10	4,550	4,550	
12	23,429	23,429	
<b>Total</b>	<b>31,767</b>	<b>31,767</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102645	Prime	GRANDVIEW, MO -2019, MARC B267   2019 SS LINING PROJECT	JA	5% \$84,717.00+CO

Project Manager	Bid Date
Smith,Brian S	09-20-2019

Customer	Owner
City of Grandview, MO 1200 Main Street Jackson Grandview MO 64030-2498 +1 816 7633900	City of Grandview, MO 1200 Main Street Jackson Grandview MO 64030-2498 +1 816 7633900

	AIS	Total	SR's
8	2,892	2,892	0
10	567	567	
<b>Total</b>	<b>3,459</b>	<b>3,459</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102647	Prime	DES MOINES IA, #07-2019-009   2019 SEWER LINING PROG.C#15315	JA	3% \$3,398,977.10+CO's

Project Manager	Bid Date
Smith,Brian S	09-24-2019

Customer	Owner
City of Des Moines, IA 400 Robert D Ray Dr 400 Robert D Ray Drive Polk Des Moines IA 50309-1891 +1 515 2834920	City of Des Moines, IA 400 Robert D Ray Dr 400 Robert D Ray Drive Polk Des Moines IA 50309-1891 +1 515 2834920

	AIS	Total	SR's
10	10,811	10,811	0
12	5,017	5,017	
15	948	948	
18	1,129	1,129	
24	1,007	1,007	
36	3,295	3,295	
<b>Total</b>	<b>22,207</b>	<b>22,207</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102652	Sub	ACE PIPE CLEANING,FT. SCOTT KS   CIPP LINING OF EXISTING SERV.	JA	5% \$161,135.00



Project Manager	Bid Date
Smith,Brian S	10-02-2019

	AIS	Total	SR's
8	6,883	6,883	0
10	483	483	
<b>Total</b>	<b>7,366</b>	<b>7,366</b>	

Customer	Owner
Ace Pipe Cleaning Inc. 4000 Truman Road Kansas City MO 64127 +1 816 2412891	City of Fort Scott, KS 1 East 3rd Street Bourbon Fort Scott KS 66701 +1 620 2230550

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102656	Sub	ACE PIPE CLEANING,SUGAR CREEK   CIPP LINING OF EXISTING SERV.	JA	5% \$281,495.00, SUGAR CREEK MO

Project Manager	Bid Date
Smith,Brian S	09-26-2019

	AIS	Total	SR's
8	12,845	12,845	0
<b>Total</b>	<b>12,845</b>	<b>12,845</b>	

Customer	Owner
Ace Pipe Cleaning Inc. 4000 Truman Road Kansas City MO 64127 +1 816 2412891	City of Sugar Creek, MO 103 South Sterling Avenue Jackson Sugar Creek MO 64054 +1 816 2524400

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102658	Prime	MULVANE KS, 2019 PROJECT   SEWER MAIN REHAB,PO#068388	JA	0% \$67,294.80

Project Manager	Bid Date
Smith,Brian S	10-28-2019

	AIS	Total	SR's
8	2,511	2,511	0
<b>Total</b>	<b>2,511</b>	<b>2,511</b>	

Customer	Owner
City of Mulvane, KS 211 N 2nd Ave Sedgwick Mulvane KS 67110-1500 +1 316 7771143	City of Mulvane, KS 211 N 2nd Ave Sedgwick Mulvane KS 67110-1500 +1 316 7771143

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102659	Sub	HAVEN'S CONSTR.,KC MO,CT#1489   KCMO LOWR BLUE RIVER NEIGHBORH	JA	0% \$866,110.00 CONTR.1489

Project Manager	Bid Date
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AIS	Total	SR's
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Project Manager	Bid Date
Smith,Brian S	07-09-2019

Customer	Owner
Havens Construction-Liberty, MO	City of Kansas City, MO-Water Services Department
9400 Liberty Drive Liberty MO 64068	4800 East 63rd St. Jackson Kansas City MO 64130-4626
+1 816 7814769	+1 816 5132297

	AIS	Total	SR's
8	3,666	3,666	0
10	22,260	22,260	
12	3,739	3,739	
<b>Total</b>	<b>29,665</b>	<b>29,665</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102661	Sub	TRI-STAR UTIL.,PH.4 CHANUTE KS   SANIT.SEW.COLL.PH4-BASIN1&5-10	JA	5% \$328,228.50

Project Manager	Bid Date
Smith,Brian S	10-07-2019

Customer	Owner
Tri-Star Utilities, Inc.	City of Chanute, KS
PO Box 903 Montgomery Independence KS 67301	101 S Lincoln Ave 101 S Lincoln Avenue Neosho Chanute KS 66720-2431
+1 620 3317159	+1 316 4315200

	AIS	Total	SR's
8	14,182	14,182	0
10	877	877	
<b>Total</b>	<b>15,059</b>	<b>15,059</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102662	Prime	BOONVILLE MO, 2019, MARC B270   2019 SANIT.SEWER REHAB	JA	0% \$55,620.00

Project Manager	Bid Date
Smith,Brian S	11-01-2019

Customer	Owner
City of Boonville, MO	City of Boonville, MO
1200 Locust Cooper Boonville MO 65233	1200 Locust Cooper Boonville MO 65233
+1 660 8822332	+1 660 8822332

	AIS	Total	SR's
6	400	400	0
8	1,040	1,040	
<b>Total</b>	<b>1,440</b>	<b>1,440</b>	

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
10266401	Prime	JOHNSON COUNTY B OF CC,AUTH.1   AUTH.#1 SANIT.SEWER LINE REHAB	JA	5% \$1,328,848.40



Project Manager	Bid Date		AIS	Total	SR's	
Smith,Brian S	05-01-2020		8	30,673	30,673	0
			10	820	820	
			12	2,876	2,876	
			15	727	727	
			18	239	239	
			21	631	631	
			24	712	712	
			36	345	345	
			<b>Total</b>	<b>37,023</b>	<b>37,023</b>	

Customer	Owner
Johnson County Unified Wastewater Districts,-Olathe,KS	Johnson County Unified Wastewater Districts,-Olathe,KS
11811 S. Sunset Drive, Suite 2500	11811 S. Sunset Drive, Suite 2500
11811 S Sunset Drive Suite 2500 Suite 2500	11811 S Sunset Drive Suite 2500 Suite 2500
Johnson	Johnson
Olathe KS 66061-7055	Olathe KS 66061-7055
+1 913 7158500	+1 913 7158500

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102671	Prime	PAOLA KS, 2020, MARC# B271   2020 CIPP REHAB PROGRAM	JA	0% \$38,239.00

Project Manager	Bid Date		AIS	Total	SR's	
Smith,Brian S	10-25-2019		8	1,516	1,516	0
			<b>Total</b>	<b>1,516</b>	<b>1,516</b>	

Customer	Owner
City of Paola, KS	City of Paola, KS
19 E Peoria	19 E Peoria
19 E Peoria	19 E Peoria
Peoria	Peoria
Miami	Miami
Paola KS 66071	Paola KS 66071
+1 913 2942397	+1 913 2942397

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102674	Sub	HAVEN'S CONSTR.,KC MO,CT#1491   KCMO LITTLE BLUE RIVER AREA 1	JA	0% \$905,476.00,P#81000692/1491

Project Manager	Bid Date		AIS	Total	SR's	
Smith,Brian S	09-24-2019		8	33,689	33,689	0
			10	1,980	1,980	
			12	938	938	
			15	326	326	
			18	346	346	
			<b>Total</b>	<b>37,279</b>	<b>37,279</b>	

Customer	Owner
Havens Construction-Liberty, MO	City of Kansas City, MO-Water Services Department
9400 Liberty Drive	4800 East 63rd St.
Liberty MO 64068	Jackson
+1 816 7814769	Kansas City MO 64130-4626
	+1 816 5132297



Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102675	Sub	EMCON INC.,EMERGENCY TOPEKA KS   ROOSEVELT INTERCEPTOR REPAIR	JA	?% \$131,395.60 TOPEKA KS

Project Manager	Bid Date	AIS	Total	SR's
Smith,Brian S	01-08-2020	36	668	0
<b>Total</b>		668	668	

Customer	Owner
EmCon Inc.-Berryton, KS	City of Topeka, KS
P.O. Box 36 Shawnee Berryton KS 66409	215 SE 7th St. 215 SE 7th Street Shawnee Topeka KS 66603-3914
+1 785 8627711	+1 785 3683851

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102680	Prime	OAK GROVE MO,2020,MARC B272   2020 MAIN & MANHOLE LINING	JA	0% \$103,815.88

Project Manager	Bid Date	AIS	Total	SR's
Smith,Brian S	11-01-2019	8	3,787	0
<b>Total</b>		3,787	3,787	

Customer	Owner
City of Oak Grove, MO	City of Oak Grove, MO
1300 S Broadway St 1300 S Broadway Street Jackson Oak Grove MO 64075-9029	1300 S Broadway St 1300 S Broadway Street Jackson Oak Grove MO 64075-9029
+1 816 6254012	+1 816 6254012

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102684	Sub	HAWKINS CONSTR.COUNCIL BLUFFS   W. BROADWAY RECONSTR. SEGMENT4	JA	5% \$46,324.20

Project Manager	Bid Date	AIS	Total	SR's
Smith,Brian S	01-23-2020	21	416	0
<b>Total</b>		416	416	

Customer	Owner
Hawkins Construction Company	City of Council Bluffs, IA
2516 Deer Park Blvd. Douglas Omaha NE 68105	209 Pearl St Pottawatomie Council Bluffs IA 51503-0826
+1 402 3421607	+1 555 5551212



Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102685	Sub	TRI-STAR UTIL.,KINSLEY KS   SANIT.SEW.OUTFALL LINE REHAB	JA	5% \$209,580.00, KINSLEY KS

Project Manager	Bid Date	AIS	Total	SR's
Smith,Brian S	02-12-2020	15	5,348	0
<b>Total</b>		<b>5,348</b>	<b>5,348</b>	

Customer	Owner
Tri-Star Utilities, Inc. PO Box 903 Montgomery Independence KS 67301 +1 620 3317159	City of Kinsley, KS 721 Marsh Ave Edwards Kinsley KS 67547 +1 620 6593611

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102687	Prime	SPRINGFIELD CITY UTIL. MO,2020   LINING OF E.PLANT DRAIN PIPING	JA	5% \$41,762.38

Project Manager	Bid Date	AIS	Total	SR's
Smith,Brian S	03-19-2020	12	1,067	0
<b>Total</b>		<b>1,067</b>	<b>1,067</b>	

Customer	Owner
City of Springfield, MO-Utilities 301 East Central PO Box 551 Greene Springfield MO 65801 +1 417 8318376	City of Springfield, MO-Utilities 301 East Central PO Box 551 Greene Springfield MO 65801 +1 417 8318376

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102695	Prime	BONNER SPRINGS KS,2020 PROJECT   2020 CIPP REHAB	JA	0% \$45,420.00

Project Manager	Bid Date	AIS	Total	SR's
Smith,Brian S	02-17-2020	8	2,221	0
<b>Total</b>		<b>2,221</b>	<b>2,221</b>	

Customer	Owner
City of Bonner Springs, KS 205 E 2nd St Wyandotte Bonner Springs KS 66012 +1 913 4227028	City of Bonner Springs, KS 205 E 2nd St Wyandotte Bonner Springs KS 66012 +1 913 4227028



Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102696	Prime	KIRKSVILLE MO,2020 P#SE-20-001   2020 CIPP PROJECT# SE-20-001	JA	5% \$223,483.80

Project Manager	Bid Date
Smith,Brian S	03-17-2020

	AIS	Total	SR's
8	1,884	1,884	0
10	2,474	2,474	
15	966	966	
<b>Total</b>	<b>5,324</b>	<b>5,324</b>	

Customer	Owner
City of Kirksville, MO 201 S Franklin Adair Kirksville MO 63501 +1 660 6271224	City of Kirksville, MO 201 S Franklin Adair Kirksville MO 63501 +1 660 6271224

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102703	Prime	WICHITA KS,2020 PHASE A   2020SS REH.PH A,P4682020003395	JA	5% \$582,816.00

Project Manager	Bid Date
Smith,Brian S	04-24-2020

	AIS	Total	SR's
8	1,660	1,660	0
12	375	375	
15	1,429	1,429	
18	1,126	1,126	
20	2,534	2,534	
21	122	122	
36	330	330	
<b>Total</b>	<b>7,576</b>	<b>7,576</b>	

Customer	Owner
City of Wichita, KS-*Main-Public Works Department 455 N Main Street - 8th Floor Sedgwick Wichita KS 67202-1600 +1 316 2684497	City of Wichita, KS-*Main-Public Works Department 455 N Main Street - 8th Floor Sedgwick Wichita KS 67202-1600 +1 316 2684497

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102706	Prime	BONNER SPRINGS KS,2020 ,PH II   2020 CIPP REHAB PHASE II	JA	0% \$34,944.00

Project Manager	Bid Date
Smith,Brian S	04-27-2020

	AIS	Total	SR's
8	1,223	1,223	0
<b>Total</b>	<b>1,223</b>	<b>1,223</b>	

Customer	Owner
City of Bonner Springs, KS 205 E 2nd St Wyandotte Bonner Springs KS 66012 +1 913 4227028	City of Bonner Springs, KS 205 E 2nd St Wyandotte Bonner Springs KS 66012 +1 913 4227028



Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102715	Sub	CLARKSON CONST., WYANDOTTE CO.   KDOT-70-105KA4323-03, KTA-7517	JA	0% \$113,970.00

Project Manager	Bid Date	AIS	Total	SR's
Smith, Brian S	05-05-2020	15	166	0
		40	364	
		<b>Total</b>	<b>530</b>	<b>530</b>

Customer	Owner
Clarkson Construction Co-Kansas City, MO	Kansas Turnpike Authority
4133 Gardner Avenue Jackson Kansas City MO 64120	9401 E Kellogg Sedgwick Wichita KS 67207-1804
+1 816 4838800	+1 316 6824537

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102716	Prime	SLATER, MO 2020 CIPP PROJECT   2020 CIPP PROJECT	JA	0% \$128,488.85

Project Manager	Bid Date	AIS	Total	SR's
Smith, Brian S	04-10-2020	8	5,330	0
		<b>Total</b>	<b>5,330</b>	<b>5,330</b>

Customer	Owner
City of Slater, MO	City of Slater, MO
232 Main St. Saline Slater MO 65349	232 Main St. Saline Slater MO 65349
+1 660 5292271	+1 660 5292271

Project JDE Job Number	Role	Project Description	Project Status	Original Contract Amount
102720	Prime	RED OAK HILLS HOA, SHAWNEE KS   RED OAK HILLS SUBDIV. STORM	JA	0% \$20,323.00

Project Manager	Bid Date	AIS	Total	SR's
Smith, Brian S	04-28-2020	18	100	0
		<b>Total</b>	<b>100</b>	<b>100</b>

Customer	Owner
Red Oak Hills HOA-Shawnee, KS	Red Oak Hills HOA-Shawnee, KS
17813 W 68th St Johnson Shawnee KS 66217	17813 W 68th St Johnson Shawnee KS 66217
+1 913 2685725	+1 913 2685725



Proprietary Property and Trade Secret of Aegion, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited.

## Contract Qualification Active Projects ( 2013 - Present ) - Detail Contract Value

Project JDE Job Number	Original Contract Amount	Original Contract Amount from Details Tab
102450	\$1,384,150.00	5% \$1,384,150.00
102456	\$7,849,757.30	5% \$7,849,757.30+CO's
102513	\$183,070.68	0% \$183,070.68
102550	\$1,500,000.00	5% \$1,500,000.00
102561	\$529,300.00	10% \$529,300.00+CO
102575	\$775,934.93	0% \$775,934.93
102604	\$525,051.85	5% \$525,051.85
102606	\$373,800.80	0% \$373,800.80
102635	\$793,846.00	0% \$793,846.00
102645	\$84,717.00	5% \$84,717.00+CO
102647	\$3,398,977.10	3% \$3,398,977.10+CO's
102652	\$161,135.00	5% \$161,135.00
102656	\$281,495.00	5% \$281,495.00, SUGAR CREEK MO
102658	\$67,294.80	0% \$67,294.80
102659	\$866,110.00	0% \$866,110.00 CONTR.1489
102661	\$328,228.50	5% \$328,228.50
102662	\$55,620.00	0% \$55,620.00
10266401	\$1,328,848.40	5% \$1,328,848.40
102671	\$38,239.00	0% \$38,239.00
102674	\$905,476.00	0% \$905,476.00,P#81000692/1491
102675	\$131,395.60	?% \$131,395.60 TOPEKA KS
102680	\$103,815.88	0% \$103,815.88
102684	\$46,324.20	5% \$46,324.20
102685	\$209,580.00	5% \$209,580.00, KINSLEY KS
102687	\$41,762.38	5% \$41,762.38
102695	\$45,420.00	0% \$45,420.00
102696	\$223,483.80	5% \$223,483.80
102703	\$582,816.00	5% \$582,816.00
102706	\$34,944.00	0% \$34,944.00
102715	\$113,970.00	0% \$113,970.00
102716	\$128,488.85	0% \$128,488.85



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102720	\$20,323.00	0%	\$20,323.00
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<b>\$23,113,376.07</b>
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### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Insituform Technologies USA, LLC, 17988 Edison Avenue, Chesterfield, MO 63005

as Principal, hereinafter called Contractor, and

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

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

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 One Hundred Sixty Thousand Eight Hundred Thirty Four and 00/100's (\$160,834.00) 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 8/4/2020 entered into a Contract with Owner for:

**Project Name:** El Chaparral Avenue Culvert Rehab- 2020

**Project No.:** Bid Number: 23-02JULY20

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 \_\_\_\_\_

Insituform Technologies USA, LLC

(Contractor)

(SEAL)

BY:

Ursula F. Youngblood.  
Ursula Youngblood, Contracting & Attesting Officer

Travelers Casualty and Surety Company of America

(Surety Company)

(SEAL)

BY:

apm  
(Attorney-in-Fact)

Andrew P. Thome, Attorney-in-Fact

BY:

apm  
(Missouri Representative)

Andrew P. Thome, Missouri Resident Agent

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

Surety Contact Name: Blake Messer- Travelers Insurance  
Phone Number: 860-277-0111  
Address: One Tower Square, Hartford, CT 06183

Bond No. 107275286

### LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Insituform Technologies USA, LLC, 17988 Edison Avenue, Chesterfield, MO 63005

as Principal, hereinafter called Contractor, and \_\_\_\_\_

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

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

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

One Hundred Sixty Thousand Eight Hundred Thirty Four and 00/100's Dollars,

(\$ 160,834.00), 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 8/4/2020 entered into a Contract with Owner for:

**Project Name:** El Chaparral Avenue Culvert Rehab- 2020

**Project No.:** Bid Number: 23-02JULY20

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

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

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

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

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

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

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

\_\_\_\_\_ , on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR: Insituform Technologies USA, LLC (Seal)

BY: *Ursula Youngblood*  
Ursula Youngblood, Contracting & Attesting Officer

SURETY COMPANY Travelers Casualty and Surety Company of America

BY: *Andrew P. Thome*  
(Attorney-in-Fact) Andrew P. Thome, Attorney-in-Fact

BY: *Andrew P. Thome*  
(Missouri Representative)  
Andrew P. Thome, Missouri Resident Agent

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

Surety Contact Name: Blake Messer- Travelers Insurance Phone Number: 860-277-0111  
Address: One Tower Square, Hartford, CT 06183

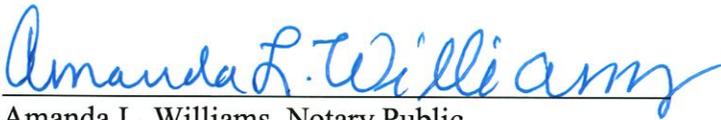
State of Missouri  
County of St. Louis

On 7/20/2020 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

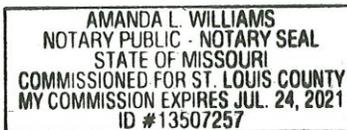
## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

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



Amanda L. Williams, Notary Public



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



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Andrew P. Thome, of Chesterfield, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

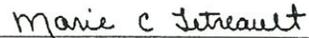
By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

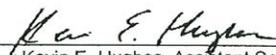
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this                      day of



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



## EL CHAPARRAL AVE. CULVERT REHAB - 2020

Project Number: NA

**Bid Number: 23-02JUL20**

### 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

### BOONE COUNTY RESOURCE MANAGEMENT

Bill Florea, Director  
Jeff McCann, P.E., Chief Engineer

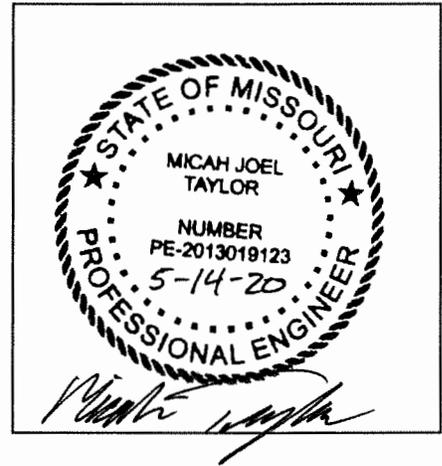
### \*PROJECT MANAGER

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

### 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

### ENGINEER OF RECORD



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

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

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

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

## NOTICE TO BIDDERS

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

**Project Name:**

EL CHAPARRAL AVE. CULVERT REHAB - 2020

**Project Number:**

NA

**Bid Number:**

23-02JUL20

**Scope of Project Construction:**

Rehabilitate an existing twin 66" diameter corrugated metal pipe (CMP) culvert crossing by sliplining with DuroMaxx pipe. Other liner pipes and culvert rehab techniques will be accepted for this project. However, some methods and materials will be excluded from this project as well. See Special Provisions for list of accepted and excluded materials and methods.

**Pre-Bid Conference:**

An **optional** pre-bid meeting will be conducted by teleconference and has been scheduled for **Tuesday, June 2, 2020 at 11:00 a.m.** Interested bidders have the option to submit questions in advance and/or to attend the teleconferenced pre-bid meeting.

**Numbers for Teleconference:**

**Dial-In Number: (701) 801-1211**

**Access Code: 758-401-651**

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on Monday, June 22, 2020. Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **12:45 p.m. on Thursday, July 2, 2020** 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.

The County is allowing submission of bids via e-mail during the COVID-19 pandemic response period. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson  
[rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

**Bids Opened After:**

Bids will be opened after **1:30 p.m. on Thursday, July 2, 2020**. Regarding the public bid opening, due to concerns about public contact and in the interest of public health, Boone County Offices remain restricted to appointment only status. Public access will be restricted during the bid opening although all results are public and will be posted on-line for public viewing shortly after the bid opening. Go to <https://www.showmeboone.com/purchasing/bids/> to find the "Bid Tabulation" for the subject solicitation.

**Contract Time:**

15 Working Days

**Liquidated Damages:**

\$500.00 per Working Day

**Anticipated Notice To Proceed Date:**

Anticipated Notice To Proceed will be agreed to by the Contractor & the County, with the stipulation the project be completed by November 1, 2020. 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 \$30.00 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 2019 or Current Edition.

**MUTCD:**

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

**BID FORM**  
**EL CHAPARRAL AVE. CULVERT REHAB - 2020**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
TREE REMOVAL WITH STUMP GRINDING	1	LS	\$	\$
FLOW CONTROL	1	LS	\$	\$
CULVERT SLIPLINING PIPE	290	LF	\$	\$
GROUTING OF ANNULAR SPACE	80	CY	\$	\$
RESTORATION	1	LS	\$	\$
<b>Bid Total</b>				<b>\$</b>

Is Bid Prevailing or Non-Prevailing Wage (Circle One)

Prevailing

Non-Prevailing

**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.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 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 through DocuSign, it will be accompanied by the Contract Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign the contract electronically through DocuSign. Required Bonds shall be returned separately to the Purchasing Department. They are not signed electronically in DocuSign.

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. If submitting by e-mail, an original bond must be submitted by U.S. mail.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies they have read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below. Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign for electronic signature of contract and for 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.

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:

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

\* Attach additional sheets as necessary \*

# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

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

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

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint 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.

### BIDDER'S ACKNOWLEDGMENT

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

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

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

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

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

## INSURANCE REQUIREMENTS

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and 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 Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and \_\_\_\_\_ (hereinafter referred to as the Contractor).

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

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

**Project Name:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DATE OF AGREEMENT:**

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

\_\_\_\_\_  
(Date)

OWNER:  
BOONE COUNTY, MISSOURI

ATTEST:

By: \_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
County Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Authorized Representative (Signature)

ATTEST:

By: \_\_\_\_\_  
Authorized Representative (Print or Type  
Name)

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

\_\_\_\_\_  
Secretary

Approved as to Legal Form:

\_\_\_\_\_  
County Counselor

**Certification**

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

\_\_\_\_\_  
Auditor

### SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_

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

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

**Project Name:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_

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

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

\_\_\_\_\_

## SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_

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

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

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

**Project Name:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-in-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



# 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

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\_\_\_\_\_

## 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.** 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.

## TECHNICAL SPECIFICATIONS

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

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

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## SECTION 01010 – SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 PROJECT SCOPE

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

#### 1.2 RELATED DOCUMENTS

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

#### 1.3 CONTRACTOR USE OF PREMISES

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

#### 1.4 COORDINATION

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

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

#### **1.5 MEASUREMENT AND PAYMENT**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01320 – SUBMITTALS****PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

**1.2 SUBMITTAL PROCEDURES**

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

**1.3 CONSTRUCTION PROGRESS SCHEDULE**

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

**1.4 PROPOSED PRODUCT LIST**

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

**1.5 SHOP PLANS**

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

**1.6 PRODUCT DATA**

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

**1.7 MANUFACTURER'S INSTRUCTIONS**

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

**1.8 MANUFACTURER'S CERTIFICATIONS**

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

**1.9 SUBMITTAL**

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

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

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

#### **1.2 GENERAL**

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

#### **1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01450 – QUALITY CONTROL AND TESTING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

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

#### 1.4 INSPECTION AND TESTING SERVICES

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

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

### END OF SECTION

## SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 – GENERAL

#### 1.1 SECTION INCLUDES

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

#### 1.2 BARRIERS

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

#### 1.3 WATER CONTROL

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

#### 1.4 ACCESS ROADS

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

#### 1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

**END OF SECTION**

**SECTION 01550 – TEMPORARY TRAFFIC CONTROL****PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

**1.2 GENERAL**

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

**1.3 MAINTENANCE**

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

**1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

**PART 2 – PRODUCTS****2.1 MATERIALS**

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

**PART 3 – EXECUTION****3.1 GENERAL**

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

**END OF SECTION**

## SECTION 01570 – EROSION CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 GENERAL

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

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 TEMPORARY BERMS

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

#### 2.2 TEMPORARY SLOPE DRAINS

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

**2.3 TEMPORARY DITCH CHECKS**

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

**2.4 SEDIMENT BASINS**

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

**2.5 TEMPORARY SILT FENCE**

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

**2.6 TEMPORARY PIPE**

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

**2.7 TEMPORARY SEEDING AND MULCHING**

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

**2.8 EROSION CONTROL BLANKETS**

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

**PART 3 – EXECUTION**

**3.1 TEMPORARY BERMS**

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

**3.2 TEMPORARY SLOPE DRAINS**

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

**3.3 TEMPORARY DITCH CHECKS**

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

**3.4 SEDIMENT BASINS**

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

**3.5 TEMPORARY SILT FENCE**

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

### **3.6 TEMPORARY PIPE**

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

### **3.7 TEMPORARY SEEDING AND MULCHING**

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

### **3.8 EROSION CONTROL BLANKET INSTALLATION**

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

**END OF SECTION**

## SECTION 01590 – RESTORATION

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 PERFORMANCE-BASED SPECIFICATION

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

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 TOPSOIL MATERIAL

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

## 2.2 LIME

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

## 2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P<sub>2</sub>O<sub>5</sub>) and soluble potash (K<sub>2</sub>O), 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 I Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

**END OF SECTION**

**SECTION 01600 – PRODUCT REQUIREMENTS****PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

**1.2 PRODUCT DESCRIPTION**

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

**1.3 TRANSPORTATION AND HANDLING**

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

**1.4 STORAGE AND PROTECTION**

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

**PART 2 – PRODUCTS (NOT USED)****PART 3 – EXECUTION (NOT USED)****END OF SECTION**

## **SECTION 01720 – CONSTRUCTION STAKING**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

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

#### **1.2 GENERAL**

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

#### **1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION (NOT USED)**

### **END OF SECTION**

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

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

**1.2 PRE-FINAL INSPECTION**

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

**1.3 FINAL INSPECTION**

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

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

**1.4 Application for Final Payment**

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

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 02220 – REMOVALS****PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

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

**1.2 GENERAL**

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

**1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

**PART 2 – PRODUCTS (NOT USED)****PART 3 – EXECUTION****3.1 PREPARATION**

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

**3.2 CONSTRUCTION LIMITS**

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

**3.3 EXISTING SIGNAGE**

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

**END OF SECTION**

## **SECTION 02230 – SITE CLEARING AND GRUBBING**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

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

#### **1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION**

#### **3.1 CLEARING AND GRUBBING**

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

**END OF SECTION**

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

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

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

**1.2 SITE COMPACTION TESTING**

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

**1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

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

## **PART 3 – EXECUTION**

### **3.1 GENERAL**

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

**END OF SECTION**

## **SECTION 02335 – SUBGRADE**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

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

#### **1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

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

### **END OF SECTION**

## SECTION 02337 – DIG OUT REPAIR

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02370 – ROCK BLANKET

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or 6" x 12" Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for 6" x 12" Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required nonwoven geotextile fabric shall be AMOCO 4553, Propex GEOTEX 801, or approved equal.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02630 – STORM DRAINAGE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 SUBMITTALS

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

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

***Except:***

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

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

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

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

**END OF SECTION**

## SECTION 02720 – AGGREGATE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

### END OF SECTION

## SECTION 02739 – PRIME/TACK COATS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat is required for all Bituminous Base course laid on aggregate base rock unless the Bituminous Base Course lift thickness is greater than or equal to 3-3/4” and the aggregate base rock is wetted prior to the Bituminous Base course installation. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02740 – ASPHALTIC CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

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

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

#### 1.3 QUALITY CONTROL

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

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

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

END OF SECTION

## SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Placement of Portland cement concrete pavement shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

## SECTION 02770 – CONCRETE CURB AND GUTTER

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.2 INSTALLATION

- A. Placement of concrete curb and gutter shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

### END OF SECTION

## SECTION 02773 – CONCRETE DRIVEWAY

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Placement of concrete driveway shall comply with **Section 237 of the Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

## SECTION 02775 – CONCRETE SIDEWALK

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Placement of concrete sidewalk shall comply with **Section 234 of the Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

### END OF SECTION

## SPECIAL PROVISIONS

### General

1. All construction shall conform to the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
2. Construction activities associated with this project shall comply with current OSHA regulations and required safety measures
3. Any lot lines, building setback lines and easement lines are shown for general information purposes only. Refer to the recorded plats for detailed dimensions and information.
4. Contractor shall maintain all construction operations within public easements and rights-of-way. Any agreements with property owners shall be in writing, a copy of which shall be delivered to a Boone County representative.
5. Contractor shall protect permanent survey monuments. Survey monuments removed or damaged during construction shall be restored at the Contractor's expense by a licensed surveyor registered in the State of Missouri.
6. Contractor shall keep a clean and orderly work site. Trash including, but not limited to, aluminum cans, plastic bottles, food wrappers, & odd pieces of construction material shall be collected daily and disposed of properly offsite. Trash shall not be thrown into excavated areas of the project and buried at any time.

### Utility Coordination

7. Any utilities shown in the plans approximately reflect a visual inspection of the site and are for information purposes only.
8. The Contractor shall be responsible for making utility locate requests prior to any excavation. Grinding of tree stumps shall be considered excavation.
9. Given the trenchless nature of the project, utility conflicts are not expected. However, if a utility conflict does arise during construction, the Contractor shall be responsible for alerting the utility provider and coordinating with them to resolve the conflict. Contact information for the utilities can be found on the Plans Cover Sheet.

### Project Bidding

10. Changes to the Prevailing Wage Law stipulate a project with a total contract cost equal to or less than \$75,000.00 will not be subject to prevailing wage. Estimates for this project indicate project cost could be in the vicinity of the \$75,000.00 threshold. Therefore, bidders shall figure their bid numbers using non-prevailing wages first. If the bid total is below or equal to \$75,000.00, the bidder shall submit the bid and circle "Non-Prevailing Wage" on the Bid Form. If bid total is greater than \$75,000.00, bidder shall recalculate bid numbers using prevailing wages. Bidder shall submit the prevailing wage bid and circle "Prevailing Wage" on the Bid Form.
11. If the County accepts a bid for less than \$75,000 and the contract is later subject to a change order that raises the total contract price over \$75,000, then the Contractor is responsible for identifying the portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project.
12. All technical questions shall be directed to the Project Manager, preferably in written form. All questions and answers will be recorded and shared via Addendum after the question deadline has passed. Time has been given between the question deadline and bid opening to allow bidders to make any necessary changes based on answers to the questions.
13. If a Bidder prefers the Project Manager be present when visiting the project site, please contact the Project Manager to set up a meeting.
14. Several different culvert rehabilitation methods will be accepted, and some methods will be excluded, for this particular project (See Alternate Culvert Rehab Methods Special Provision). Therefore, County staff will be responsible for determining the bid that provides the County with the best overall value. Value may be determined by details such as, but not limited to, cost,

timeline, anticipated design life, number/type of joints, and finished pipe's inner diameter. This does not mean the lowest bid will automatically be awarded, especially if cost competition is very narrow between multiple bidders.

### **Project Timing**

15. The contract time for this project is **15 Working Days**. The Contractor will be allowed to establish the construction start date at his discretion, with the stipulation that the project will be completed by November 1<sup>st</sup>, 2020. All working days past November 1<sup>st</sup> or over the 15 working days of the contract will incur liquidated damages at the rate set forth in the contract.
16. The Contractor shall coordinate with the County to set up a date for a Pre-Construction meeting. The meeting shall be held a minimum of 10 business days prior to the anticipated start date of construction. Ample time is needed to issue construction notifications to homeowners. Notice to Proceed will be issued at the Pre-Construction meeting if all requirements for approvals are met. The official project start date will be indicated on the Notice to Proceed.

### **Project Phasing/Traffic Control**

17. The Contractor shall be responsible for creating a project Traffic Control & Phasing Plan. This plan should be submitted to the County prior to or during the Pre-Construction Meeting. A notice to proceed will not be issued until such a plan has been approved by the County.
18. The Phasing Plan shall accurately reflect achievable project goals given time and Contractor's means and abilities.
19. The Contractor is responsible for all Traffic Control during construction. The current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) shall be followed for temporary traffic control operations and devices.
20. A minimum of one lane of traffic shall always remain open during construction. The Contractor shall indicate the timing and extent of all lane closures in the Traffic Control Plan.
21. El Chaparral Ave. was recently reconstructed. As such, mats such as steel plates or plywood sheets shall be used to cover the pavement and curbs when loading and unloading equipment that may damage the pavement or curbs. All costs associated with these mats shall be included in the Traffic Control bid item.
22. Traffic Control shall include all equipment, labor, and material needed to develop and execute a Traffic Control & Phasing Plan. This shall include, but is not limited to, all signage, barricades, flaggers, and delineators. Traffic Control will not be measured and shall be paid at the contract Lump Sum bid price.

### **Tree Removal with Stump Grinding**

23. Bid item shall include all labor, equipment, and material needed to remove and dispose of all trees, bushes, and stumps as called out on the Plans.
24. Work shall also include the grinding of tree stumps. All stumps shall be ground down to a minimum of 6" below the ground surface. Mulch from the stump grinding shall be collected and disposed of properly offsite. The remaining hole shall be filled with topsoil, graded, and be seeded and mulched as per Restoration bid item.
25. Trees shall be taken down in a safe and controlled manner as not to damage personal property or public infrastructure.
26. Bid item shall include all minor brush and tree limb trimming required for construction to take place. All debris from trimming shall be disposed offsite in a proper manner.
27. Bid item will not be measured and shall be paid at the contract Lump Sum bid price.

### **Flow Control**

28. Bid item shall include all labor, equipment, and material needed to prevent stream flow from entering the culvert or culverts during rehabilitation work.
29. Work may include, but is not limited to, any temporary damming/sandbagging and/or bypass pumping.

30. Bid item will not be measured and shall be paid at the contract Lump Sum bid price.

### **Culvert Rehab**

31. Bid item shall include all material, equipment, and labor necessary to design, furnish, and install a liner pipe system to slipline two (2) existing 66" diameter corrugated metal pipe (CMP) culverts as detailed in the Plans and these Special Provisions. Bid item shall also include all material, equipment, and labor to clean the existing CMP pipes, install blocking between liner and host pipe if needed, construct concrete end seal bulkheads, and install all venting and grouting ports.
32. Liner pipe shall be Steel Reinforced High-Density Polyethylene (HDPE) pipe (DuroMaxx) manufactured by Contech Engineering Solutions. Pipe shall have the largest inner diameter possible given all restrictions of the host pipes. Pipe diameter shall not be less than 50 inches. Joints of the proposed liner pipe shall be watertight. Preferably, joints will be a bell and spigot style.
33. Prior to bidding, the Contractor and/or pipe supplier/manufacturer shall visit the site. The Contractor and/or pipe supplier/manufacturer will be responsible for taking measurements of the existing pipes to verify proposed pipe sizes can be installed. During the site visit, the existing CMP culvert pipes shall be inspected for issues that may complicate installation of liner pipe including, but not limited to, holes, offset joints, bulges, and pipe deformations. If noted defects require corrective action, all costs associated with the corrective work shall be included in the bid item.
34. A detailed design package shall be submitted to the County before or with the bid. The design package shall include a shop drawing of the liner pipe and liner installation calling out all important information, such as skid system, anti-floatation measures, grout mix design, and grouting and venting plan. To ensure the proposed sliplining system will be structurally sufficient for the project, the design package shall include design calculations signed and sealed by a Professional Engineer licensed in the State of Missouri. Designs calculations shall be based on information provided in the Plans, gathered during the site visit, or based on conservative assumptions.
35. The existing CMP culverts have mitered ends with concrete headwalls on both the upstream and downstream ends. The upstream miters shall be measured during the field visit. The miter dimensions shall be replicated with a factory cut of the DuroMaxx pipe. Steel ribs exposed from the cuts shall be repaired or covered with HDPE material. Replicating the downstream miters in the liner pipe will not be necessary.
36. Prior to grouting of the annular space between the host pipe and liner pipe, both the upstream and downstream ends shall be sealed with a low slump concrete mix. The Contractor shall be responsible for submitting to the County, for approval, a mix design for these end seals. The concrete mix shall be packed into the host pipe 12"-24" depending on type of grout used to fill the annular space. After end seals have set, but prior to grouting, the end seals shall be inspected for gaps resulting from drying shrinkage. All gaps which may allow grout to pass through shall be covered with a quick setting, non-shrink grout.
37. Once the liner pipe is installed, the end seals constructed, but prior to grouting, the Contractor shall cut a hole in the liner pipe at the existing street inlet to establish connection. The annular space shall be filled with low slump concrete or otherwise blocked off with forms as detailed in the Plans. If formed, the area shall be inspected after form removal for defects such as voids or honeycombing. All defects shall be fixed with a quick setting, non-shrink grout.
38. As part of the bid, the Contractor shall submit a work history summary, detailing project type, location, and time. If the Contractor cannot show at least three (3) previous sliplining projects, a representative from the pipe supplier or other person knowledgeable in the sliplining process shall be onsite, at all times, monitoring construction. All costs associated with this required supervision shall be included in the bid item.
39. Culvert Rehab will be measured with payment being made at the contract Linear Foot bid price. Linear feet will be measured at the flowline of the installed rehab system.

## **Grouting of Annular Space**

40. Bid item shall include all labor, equipment, and material necessary to fill the annular space between the host pipe and liner pipe with a cementitious grout.
41. The Contractor shall be responsible for submitting a mix design for the grout as part of the design package. Mix design shall be based on site conditions and design needs. Mix designs should indicate type and quantities of each ingredient. This shall include any admixtures used to create a low density or cellular grout. Mix design shall also include the target wet cast density.
42. If Contractor cannot show at least 3 previous sliplining projects in his work history, a representative from the pipe supplier or other person knowledgeable on grouting techniques and procedures shall be onsite during all grouting operations.
43. Quality control on each load of grout shall be done by testing density per ASTM C138 prior to grout insertion. If grout mix design calls for foaming agent to be added onsite, density testing shall be done until target density is reached. All costs associated with quality control testing shall be included in the bid item.
44. The grout shall be installed in a controlled, monitored, and balanced manner that will not cause undue movement, floating, or deformation to the liner pipe. This may require staging of the grout installation.
45. It is highly recommended a metal screen with ½" x ½" openings be placed over the hopper of the grout pump to prevent any debris from the ready-mix truck from entering and binding up the grouting process.
46. Grouting pressures shall be monitored constantly and shall not exceed recommended pressures as set forth by the pipe supplier/manufacturer.
47. Venting and grouting tubes or ports shall be monitored to determine grout level. Contractor shall have in place means to control or prevent any grout from entering the waterway once it is dispensed from a vent tube or port.
48. Quantities of grout found in the bid tab were calculated assuming a liner pipe outer diameter of 55.4 inches with a 10% increase to account for any void filling. If a different pipe diameter is used, the quantity will be recalculated to estimate quantity needed. This estimate, along with load tickets will be used to determine final quantity.
49. After grout has cured, cut all grout and venting tubes flush with the bulkhead surface. Fill any voids with quick setting, non-shrink grout.
50. Bid item will be measured with payment being made at the contract Cubic Yard bid price. The quantity found in the Bid Tab is an estimate. The final quantity will be measured. Increasing or decreasing quantities will be handled via change order at the end of the project. Increases in quantities shall be paid for at the contract unit bid price.

## **Restoration**

51. Bid item shall include all labor, material, and equipment needed to satisfy Section 1590 of the Technical Specifications for Restoration, including fertilizer, seeding, and Type 1 straw mulch.
52. Bid item shall also include all minor grading needed to repair disturbed areas and provide a finished look with positive drainage. Minor grading shall be done with topsoil.
53. All disturbed areas shall have 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
54. Restoration bid item will not be measured and shall be paid at the contract Lump Sum bid price.
55. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.7 of the Contract Conditions is not required for this project.

## **Alternate Culvert Rehab Methods**

56. The County understands there are numerous methods and materials available for the rehabilitation of existing culvert pipes. Below is a list of methods that will be accepted and those that will be excluded for this specific project. Those methods in the accepted column shall follow the Special Provisions in this section when submitting a bid.

<b>Accepted Methods</b>
Slipline with alternate HDPE/plastic liner with inner diameter > 50"
Slipline with centrifugal cast fiberglass reinforced polymer mortar pipe (CCFRPM) with inner diameter >50"
Spiral wound liner
Large diameter, structural, cure-in-place pipe (CIPP) liners

\*All joints shall be watertight

<b>Excluded Methods</b>
Slipline with metal pipe (CMP, spiral wound, or spiral rib): includes all coatings (galvanized, aluminized, and poly coated)
Centrifugally cast concrete pipe (CCCP)
Polyurethane/urea spray coating
Slipline with any pipe possessing inner diameter <50"

57. Contractors shall use the Culvert Rehab bid item to submit their bid. Bid item shall include all labor, equipment, and material necessary to clean the existing culverts, repair all necessary defects such as holes, offset joints, bulges, and deformations. Bid item shall include all labor, equipment, and material necessary to install, finish, and/or cure the proposed liner. If method does not require grouting, the Contractor shall write "No Bid" in the Grouting bid item. Any bid items left blank shall be considered an incomplete bid and will be void.
58. A representative of the Contractor, supplier, or manufacturer fluent in the rehabilitation method shall visit the project site. The representative shall be responsible for assessing the existing culvert structures, taking all necessary measurements, and noting all defects needing repair.
59. A detailed design package shall be submitted to the County before or with the bid. The design package shall include a shop drawing of the rehabilitation system and installation. To ensure the system is structurally sufficient, design calculations, signed and sealed by a Professional Engineer licensed in the State of Missouri, shall be included in the design package. Design calculations shall be based on information found in the Plans, acquired during the site visit, or conservative assumptions.
60. The upstream culvert inlets shall be cut, formed, or shaped into a miter of similar dimension as the miter of the existing CMP culvert pipes. Pipe manufacturer shall determine how much pipe shall protrude past ends of existing CMP pipe to account for expansion and contraction.
61. Liner shall be cut or formed at the existing street inlet to reestablish connection as detailed in the Plans.

## APPENDIX A

### STATE WAGE RATES

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

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

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

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

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

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

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

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

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

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 26

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

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$50.07
Boilermaker		\$24.71*
Bricklayer		\$48.21
Carpenter		\$43.62
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$40.27
Plasterer		
Communications Technician		\$50.06
Electrician (Inside Wireman)		\$50.16
Electrician Outside Lineman		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.71*
Glazier		\$24.71*
Ironworker		\$55.96
Laborer		\$38.43
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$49.89
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$60.91
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$37.40
Plumber		\$61.73
Pipe Fitter		
Roofer		\$46.55
Sheet Metal Worker		\$51.08
Sprinkler Fitter		\$46.99
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$49.38
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$43.25
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.92
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

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.

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

## 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. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

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

## **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.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

4th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13<sup>th</sup> Judicial Circuit Court to increase revenue and expenditures for the Domestic Relations Resolution Fund – Contact for Kids: A Safe Way Grant for the period of 7/1/20 through 12/31/20.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimbursement		10,000
1243	71101	Judicial Grants	Professional Services		10,000
					20,000

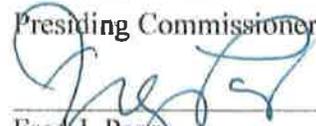
Done this 4th day of August 2020.

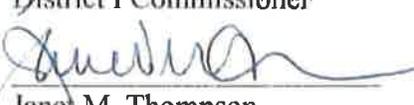
ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner





**SUPREME COURT OF MISSOURI**  
**OFFICE OF STATE COURTS ADMINISTRATOR**

**KATHY S. LLOYD**  
STATE COURTS  
ADMINISTRATOR

2112 Industrial Drive  
P.O. Box 104480  
Jefferson City, Missouri  
65110-4480

PHONE (573) 751-4377  
FAX (573) 522-6152

July 1, 2020

The Honorable Kevin Crane  
Presiding Judge  
Thirteenth Judicial Circuit  
705 East Walnut Street  
Columbia, MO 65201

Dear Judge Crane,

I am pleased to inform you that the Family Court Committee has approved funds through the Domestic Relations Resolution Fund for the **Supervised Access and Exchange Program**. The amount awarded for this program is **\$10,000.00**. The funding year will be from July 1, 2020, through June 30, 2021.

The Office of State Courts Administrator (OSCA) will be monitoring the expenditure of funds. If it appears you are not spending the awarded funds as proposed, the award may be reduced and made available to another court. However, if you are spending and find that you are in need of additional funds as the year ends, you may submit a request at any time prior to May 1, 2020. Included with this letter is an award data sheet outlining the terms of the award. Please review the terms to insure that you understand any restrictions concerning your award.

An electronic copy of a Certification of Compliance form will be sent shortly after July 1, 2020. This form **must** be used for reimbursement of program or project expenses. Please remember all invoices must first be paid by the county and then submitted to OSCA for reimbursement to the county treasurer. **Reimbursement is for funds expended between July 1, 2020, and June 30, 2021, only.**

The program or project contact person(s) will receive an email from Ashley Virgin with an electronic copy of a semiannual report. The form for the reporting period of July 1, 2020 through December 31, 2020 must be completed and returned **by January 31, 2021**. The second reporting period is for January 4, 2021 to June 30, 2021 with a **due date of July 30, 2021**. Instructions for completing the form will be included.

The following OSCA staff have been designated to assist you and your court staff with additional information you may need related to this program:

The Honorable Kevin Crane  
July 1, 2020  
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- Ashley Virgin                    Program Administration/Quarterly & Final Report
- Shelly Peters                    Forms and Fiscal Matters (invoicing/reimbursement)
- Russell Rottmann                Contractual Matters

Congratulations on your award. Please feel free to contact Ashley at 573-522-6767 if we can assist you in any way with your program or project.

Sincerely,



Earl Kraus  
Deputy State Courts Administrator

Attachment:    Award Data sheet

cc:     Angie Bezoni  
       Ashely Virgin  
       Russell Rottmann

EK:rr



**State of Missouri**  
Office of State Courts Administrator  
Administrative Services Division

**Issue Date**

July 1, 2020

**Award Amount**

\$ 10,000.00

**Contract Period**

July 1, 2020 through  
June 30, 2021

## Domestic Relations Resolution Fund Award

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator is awarding funding to Missouri Circuit Courts for the creation and implementation of domestic relations programs.

**Contract Number**

OSCA 20-00631-16



Original Contract



Contract Amendment

**Court/Recipient Information:**

The Honorable Kevin Crane  
Presiding Judge  
Thirteenth Judicial Circuit  
705 East Walnut Street  
Columbia, Missouri 65201

**Project Director:**

Angie Bezoni  
Deputy Juvenile Officer/Supervisor  
Thirteenth Judicial Circuit  
705 East Walnut Street  
Columbia, Missouri 65201

**OSCA Program Contact**

Ashley Virgin  
573-522-6767

**OSCA Fiscal Contact**

Shelly Peters  
573-522-2751



Special Conditions of this award are attached.



There are no special conditions of this award. Original RFP requirements only.

The Family Court Committee has approved funding for the Supervised Access and Exchange Program for FY 21.

Requested Funding: \$ 13,000.00

Approved Funding: \$ 10,000.00

**Please Sign, Date and Return by e-mail or mail to:**

Office of State Courts Administrator  
Attn: Contracts Unit  
P.O. Box 104480  
Jefferson City, MO 65110 - 4480  
osca.contracts@courts.mo.gov

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature

OSCA Signature

Printed Name

Date

Printed Name

Earl Kraus

Presiding Judge Signature

Title

Deputy State Courts Administrator

Printed Name

Date

Date

7/7/2020

**13<sup>th</sup> Judicial Circuit Award Data  
Supervised Access and Exchange Program  
“Contact for Kids: A Safe Way”**

1. Services can be provided only to family members where there is a domestic relations case filed in the court.
2. The amount of funding for your program or project for the fiscal year is \$10,000.00. The breakdown of funding expenditure is as follows:

Funding Period	July 1, 2020 – June 30, 2021
Contractual Services	\$10,000.00
Total	\$10,000.00

3. If it appears that your court will not use all the funds awarded, the Family Court Committee may, in its discretion, reduce the amount of reimbursement funds to the court. OSCA shall manage funds for this program on a semi-annual basis. During each 6-month period, the award amount must be reduced either by expenditure or by OSCA retracting a percentage of the funding. The court must notify OSCA of any extenuating circumstances that would justify the retaining of funds prior to the end of the six-month period. This is necessary in order to track the fund balance so as to allow additional awards in the future.
4. If at any time the court is aware that a portion of the funds are not needed for the project or program, OSCA should be notified so that the excess funds can be made available for additional awards.
5. Family Court Committee did not approve the reimbursement of filing fees during this grant period.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

4th

day of

August

20 20

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Road & Bridge Department to purchase a new Hydraulic Post Driver to replace a non-functioning post driver as described in the attached memo as well as the request to dispose of one (1) Hydraulic Post Driver (no fixed asset number).

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal Form.

Done this 4th day of August 2020.

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

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 7/31/2020

Fixed Asset Tag Number: NA

**RECEIVED**

Description of Asset: Hydraulic post Driver

**AUG 08 2020**

**BOONE COUNTY  
AUDITOR**

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

Other Information (Serial number, etc.): No visible markings - worn off from use; possibly a Textron unit.

Condition of Asset: very poor

Reason for Disposition: unit is not functioning

Location of Asset and Desired Date for Removal to Storage: NA

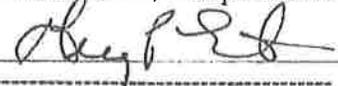
Was asset purchased with grant funding?  YES  NO

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

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

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 2040-3836 HQ

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

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

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

Individual \_\_\_\_\_

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

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

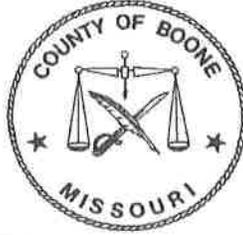
Commission Order Number 340-2020

Date Approved 8.4.20

Signature Daniel K. Atwill

# Boone County Road & Bridge

**Gregory P. Edington**  
Director  
Maintenance Operations Division



5551 S Tom Bass Rd  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (226)  
FAX (573) 875-1602  
EMAIL: [gedington@boonecountymo.org](mailto:gedington@boonecountymo.org)

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Date: July 20, 2020  
To: Commissioners  
From: Greg Edington   
Subject: Emergency replacement – Hydraulic Post Driver

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The hydraulic post driver that is mounted on the end of the crane on our sign truck has become disabled and is deemed by staff to be non-repairable. Our sign staff rely on the post driver since the sign posts installed are 10 feet or taller and cannot be reached with a standard manual post driver. The disabled unit is 20 plus years old and repair parts are no longer available. A replacement unit will cost approximately \$3,450 and could be purchase out of savings in 2040-92300 if approved.

For disposal purposes, the existing unit does not have a fixed asset number. Attached is a web-quote for the purchase of the replacement.

Let me know if you have any questions or comments. Thank you for your consideration.

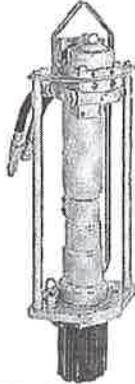
Product Categories / Hydraulics / Hydraulic Power Tools / Hydraulic Sign Post Drivers and Tampers / 25.8" Hydraulic w/Universal Adaptor Sign Post D...

Print Email

GREENLEE

## 25.8" Hydraulic w/Universal Adaptor Sign Post Driver; 1500 @ 8 GPM Blows per Minute

Item # 5NWK2 Mfr. Model # HPD-HV-U Catalog Page # N/A UNSPSC # 22101507



Web Price

\$3,443.00 / each

[+ Add to List |](#)

Shipping  Pick Up

Expected to arrive **Tue. Jun 11**

Ship To **65201** (Change)

This item requires special shipping, additional charges may apply.

Shipping Weight **71.0 lbs.**

Country of Origin **Bulgaria** | *Country of Origin is subject to change.*

*Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order. [More](#)*

How can we improve our Product Images?

Compare

### Technical Specs

Item	Sign Post Driver	Relief Valve (PSI) Setting	2300 psi
Type	Hydraulic w/Universal Adaptor	Max. Back Pressure	405 psi
Hydraulic System Type	Open or Closed Center	Max. Oil Temp.	140 F
Capacity	Universal	Viscosity (SUS @ 100 F)	140 to 225
Blows per Minute	1500 @ 8 GPM	Viscosity (SUS @210 F)	40 min.
Pressure Port	9/16"-18 SAE O-Ring	Length	25.8"
Return Port	3/4"-16 SAE O-Ring	Width	10"
Min. Flow (GPM)	5	Height	6.7"
Recommended Hydraulic Flow	7 gpm	Weight	63.5 lb.
Max. Flow (GPM)	8	Includes	Remote Hand Valve, Universal Post Adaptor, (2) 12" Steel Braided Whip Hoses and (2) 1/2" BSP to 1/2" NPTF Adaptors
Recommended Filtration (microns)	10		
Max. Pressure (PSI)	2300 psi		