

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 3rd day of May 20 18

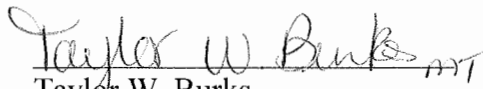
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 12-22MAR18 – 2018 Chip Seal Pavement Preservation for Boone and Callaway Counties & the City of Columbia to Missouri Petroleum of St. Louis, Missouri.

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

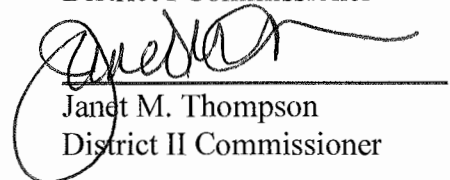
Done this 3rd day of May, 2018

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: April 30, 2018
RE: 12-22MAR18 – 2018 Chip Seal Pavement Preservation for Boone and Callaway Counties & the City of Columbia

12-22MAR18 – 2018 Chip Seal Pavement Preservation for Boone and Callaway Counties & the City of Columbia opened on March 22, 2018 with two bids received. Resource Management recommends award by lowest responsive bid to Missouri Petroleum of St. Louis, Missouri.

Cost of the Boone County contract is \$164,260.85. There will be a 5% contingency of \$8,213.04 added for a Purchase Order total of \$172,473.89, which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$250,000.

Attached is the bid tabulation for Boone and Callaway Counties & the City of Columbia for your review.

cc: Daniel Haid, Resource Management
Bid File

ATT: Bid tabulation

12-22MAR18 - 2018 CHIP SEAL PRESERVATION FOR BOONE AND CALLAWAY COUNTIES & CITY OF COLUMBIA

				ENGINEER'S ESTIMATE		Missouri Petroleum Products		Vance Brothers	
BID TABULATION									
Bid Item	Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
4.9.1.	3/8" Preservation Chip Seal Treatment	SY	406,828	\$1.80	\$732,290.40	\$1.80	\$731,883.57	\$2.12	\$862,475.36
4.9.2.	Temporary Centerline Markers (Spaced 40' o/c)	EA	400	\$1.00	\$400.00	\$2.00	\$800.00	\$1.00	\$400.00
4.9.3.	Additional Post-Sweeping (per Section 2.33.4.2.1.)	SY	88,405	\$0.04	\$3,536.20	\$0.05	\$4,420.25	\$0.09	\$7,956.45
4.9.4.	Traffic Control, City of Columbia	SY	239,943	\$0.05	\$11,997.15	\$0.25	\$59,985.75	\$0.10	\$23,994.30
BID TOTAL					\$748,223.75		\$797,089.57		\$894,826.11
4.9.5.	Minimum Quantity Required for Additional Post-Sweeping	SY					70,000		75,000
Deduct - Boone County Only		Unit				UNIT PRICE		UNIT PRICE	
Deduct for use of County Provided Aggregate		SY				\$0.15		\$0.25	
4.7.	Prompt Payment Terms					Net		30 days	
4.8.	Will you accept ACH for payment of invoices? (Yes or No)					Yes		Yes	

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 **Missouri Petroleum Products Company, 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 12-22MAR18
2018 CHIP SEAL PAVEMENT PRESERVATION
BOONE COUNTY, MISSOURI**

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:

	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.9.1. 3/8" Preservation Chip Seal Treatment	88,405 SY	\$1.799	\$ 159,040.60
4.9.2. Temporary Centerline Markers	400 EA	\$2.000	\$ 800.00
4.9.3. Additional Post-Sweeping (per Section 2.33.4.2.1.)	88,405 SY	\$0.050	\$ 4,420.25
TOTAL			\$ 164,260.85

Deduct for the use of County provided aggregate TBD SY \$0.150
(per section 2.33.8.)

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
- 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
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.

Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.

Affidavit - OSHA Requirements

Affidavit - Prevailing Wage

General Specifications

Technical Specifications

Special Provisions / Project Notes

State Wage Rates-Annual Wage Order #24

Boone County Standard Terms and Conditions

Project Plans and/or Details

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.

The Owner agrees to pay the Contractor in the amount: \$164,260.85 less deductions for the use of Owner provided aggregate.

One Hundred Sixty-Four Thousand, Two Hundred Sixty Dollars and Eighty-Five Cents.
(\$164,260.85)

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 May 3, 2018
at Columbia, Missouri. (Date)

CONTRACTOR:

OWNER:

**MISSOURI PETROLEUM PRODUCTS
COMPANY, LLC**

BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

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

Title: President

Approved as to Legal Form:

ATTEST:

[Signature]
Boone County Counselor

[Signature]
County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

5/1/18
Date

2041/71202 - \$164,260.85

Appropriation Account

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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, 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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of

Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, in

the amount of One Hundred Sixty-Four Thousand Two Hundred Sixty and 85/100 (\$ 164,260.85) 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

April 25, 2018 entered into

a Contract with Owner for:

Project Name: 2018 Chip Seal Pavement Preservation

Project No.: 12-22MAR18

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.

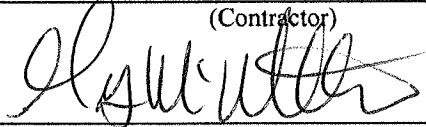
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at
St. Louis, MO / Kansas City, MO on this 25 day of April, 2018.

(SEAL)

Missouri Petroleum Products Company LLC

(Contractor)

BY:

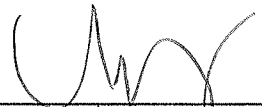

President

Liberty Mutual Insurance Company

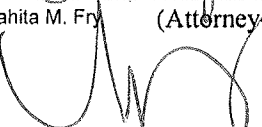
(Surety Company)

(SEAL)

BY:


Tahita M. Fry (Attorney-in-Fact)

BY:


Tahita M. Fry (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: Stephen Kiley
Phone Number: (913) 319-7031
Address: 8700 Indian Creek Parkway, Suite 350
Overland Park, KS 66210

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 7957024

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile; Laura M. Buhmester; Megan L. Burns-Hasty; Jeffrey C. Carey; Mary T. Flanigan; Tahitia M. Fry; C. Stephens Griggs; Rebecca S. Leal; Charissa D. Lecuyer; Patrick T. Pribyl; Debra J. Scarborough; Evan D. Sizemore; Charles R. Teter, III

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2017.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



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

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

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of

Massachusetts

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

One Hundred Sixty-Four Thousand Two Hundred Sixty and 85/100 Dollars,

(\$ 164,260.85), 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

April 25, 2018

entered into a Contract with Owner for:

Project Name: 2018 Chip Seal Pavement Preservation

Project No.: 12-22MAR18

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
St. Louis, MO

Kansas City, MO, on this 25 day of April, 20 18.

CONTRACTOR: Missouri Petroleum Products Company LLC (Seal)

BY: [Signature] President

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature] Tahitia M. Fry (Attorney-in-Fact)

BY: Tahitia M. Fry (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: Stephen Kiley
Address: 8700 Indian Creek Parkway, Suite 350
Overland Park, KS 66210

Phone Number: (913) 319-7031

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 7957022

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile; Laura M. Buhrmester; Megan L. Burns-Hasty; Jeffrey C. Carey; Mary T. Flanigan; Tahitia M. Fry; C. Stephens Griggs; Rebecca S. Leal; Charissa D. Lecuyer; Patrick T. Pribyl; Debra J. Scarborough; Evan D. Sizemore; Charles R. Teter, III

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2017.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2018

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

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

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Tracy Farragut PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: tfarragut@mcgriff.com														
INSURED Missouri Petroleum Products Company, LLC 1620 Woodson Road St. Louis, MO 63114	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Arch Insurance Company	11150														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 2TR635Q6 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZAGLB9218901	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			ZACAT9241201	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWCI9388001 Part I WC excludes ND,OH,WA, WY; Part II EL includes ND,OH,WA, WY.	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: #12-22MAR18 - 2018 Chip Seal Pavement Preservation

County of Boone, Missouri is included as an Additional Insured by the General Liability and Automobile Liability policies as required by written contract. A 30 day Notice of Cancellation is included for the General Liability, Automobile Liability, Workers' Compensation & Employers Liability policies in favor of County of Boone, Missouri as required by written contract.

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

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 2018 Chip Seal Pavement Preservation for Boone & Callaway Cos. & the City of Columbia

Project No.: 12-22MAR18

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 Primary Specifications 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.

Accompanying this proposal is 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. 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.

4. Response Form

- 4.1. Company Name: Missouri Petroleum Products Co., LLC
- 4.2. Address: 1620 Woodson Road
- 4.3. City/Zip: St. Louis, MO 63114
- 4.4. Phone Number: 314-219-7305
- 4.5. Email Address: timp@missouripetroleum.com
- 4.6. Federal Tax ID: 43-1845744
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____
- 4.7. Prompt Payment Terms: Net
- 4.8. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

4.9. PRICING

Description	Unit	Qty.	Unit Price	Total
4.9.1. 3/8" Preservation Chip Seal Treatment	SY	406,828	\$ 1.799	\$ 731,883.57
4.9.2. Temporary Centerline Markers (Spaced 40' o/c) <i>*Note: Quantity shown is the Boone County estimated quantity. Callaway County does not plan to install centerline markers but this pricing shall be available to Boone and Callaway Counties and the City of Columbia to use at their discretion.</i>	EA	400	\$ 2.00	\$ 800.00
4.9.3. Additional Post-Sweeping (per Section 2.33.4.2.1.)	SY	88,405	\$ 0.05	\$ 4,420.25
4.9.4. Traffic Control, City of Columbia	SY	239,943	\$ 0.25	\$ 59,985.75
4.9.5. Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.4.2.1.		70,000 SY		
Bid Total				\$ 797,089.57

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.

Project Deduction (See Section 2.33.8. for Description)

Deduct - Boone County Only	Unit	Price
Deduct for use for County Provided aggregate in item 3/8" Preservation Chip Seal	SY	\$ 0.15/SY

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

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

DATE

ADDENDUM NUMBER

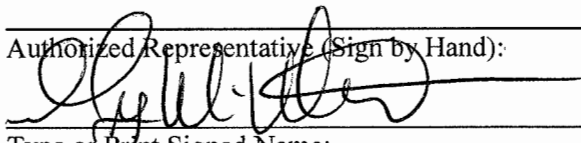
3/19/18

#1

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

There will be no sub-contractors used on this job.

4.12. **Authorized Representative (Sign by Hand):**

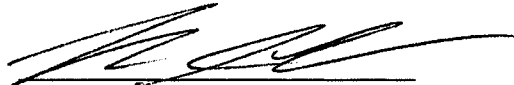


4.12.1. **Type or Print Signed Name:**

Greg McMurtrey

4.12.2. **Today's Date:** 3/20/18

By:



Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid **#12-22MAR18 - 2018 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Columbia**, receipt of which is hereby acknowledged:

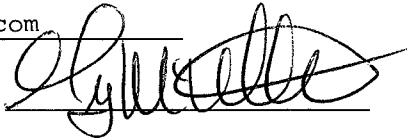
Company Name: Missouri Petroleum Products Co., LLC

Address: 1620 Woodson Road, St. Louis, MO 63114

Phone Number: 314-219-7305 Fax Number: 314-991-9624

E-mail: timp@missouripetroleum.com

Authorized Representative Signature:



Date: 3/20/18

Authorized Representative Printed Name: Greg McMurtrey

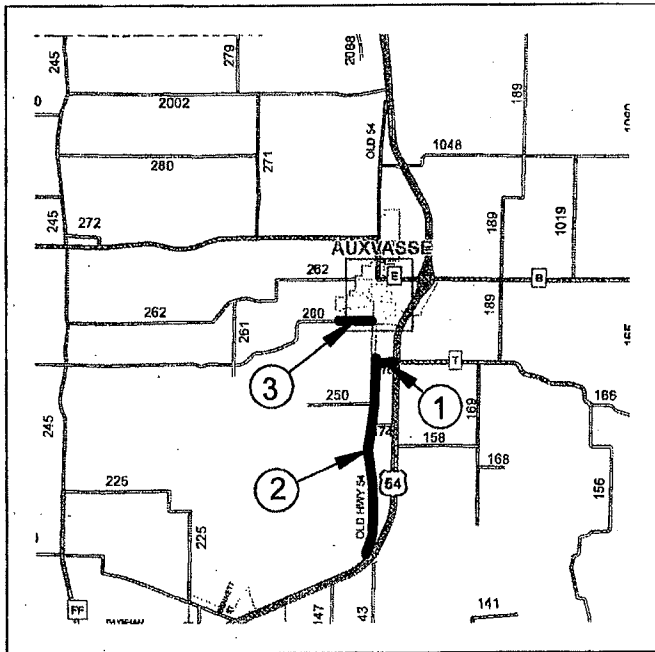
CALLAWAY COUNTY

2018 Pavement Preservation Preservation Chip Seal Projects

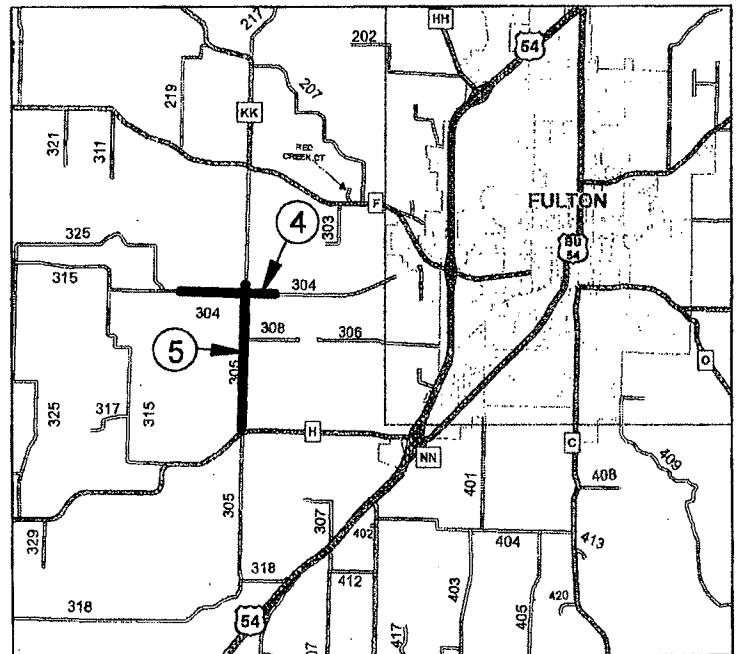
Site	Project	Description	Length (ft.)	Quantity (SY)
1	176	AUXVASSE	1,050	2,715
2	OLD 54	S/O AUXVASSE	12,090	31,568
3	260	AUXVASSE	3,450	7,667
4	304	FULTON	7,400	17,267
5	305	FULTON	8,185	19,263

TOTAL 32,175 78,480

NORTH PROJECTS



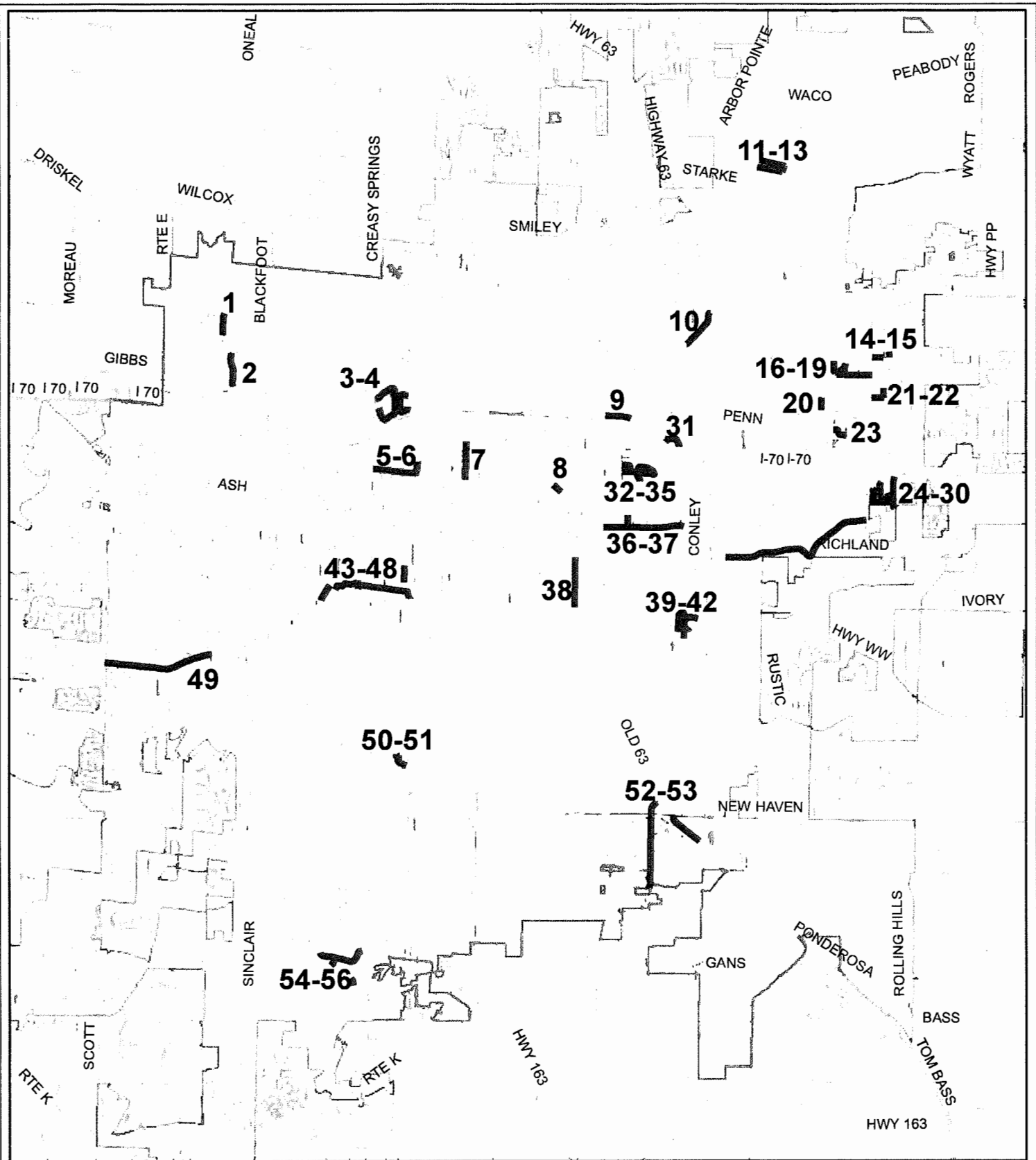
CENTRAL PROJECTS



2018 Preservation Chip Seal
City of Columbia

Map #	DISPLAYNAM	FROM	TO	Segment Width(ft)	Length (ft)	Sq.Yds.
1	Rose Dr	Stadium Blvd	Aster Ct	30	1,017	3,390
2	Iris Dr	Primrose Dr	Morning Glory Dr	32	1,636	5,817
3	Doris Dr	Creasy Springs Rd	Texas Ave 0	50	3,597	19,983
4	Kathy Dr	Jackson St	Texas Ave 0	32	1,755	6,240
5	Donnelly Ave	West Blvd	Cook Ave	32	1,834	6,521
6	Cook Ave	Sexton Rd	Hirth Ave	28	831	2,585
7	Grand Ave	Bus 70	Sexton Rd	32	1,824	6,485
8	Court St	Hickory St	Paris Rd	18	477	954
9	Heriford Rd	Parker St	Paris Rd	20	997	2,216
10	Brown Station Rd	Olive St	E Brown Station Rd	20	1,957	4,349
11	Greeley Dr	Brown Station Rd	Weymeyer Dr	22	1,385	3,386
12	Weymeyer Dr	Brown Station Rd	Greeley Dr	31	1,388	4,781
13	Prairie Ridge St	Greeley Dr	Weymeyer Dr	25	303	842
14	Aztec Blvd	Ballenger Ln	Arapahoe Cir	20	514	1,142
15	Arapahoe Pl	North End	Aztec Blvd	30	650	2,167
16	Stevendave Dr	West End	East End	18	1,352	2,704
17	Beulah Dr	West End	Stevendave Dr	22	113	276
18	Murrell Dr	Stevendave Dr	South End	21	305	712
19	Waterloo Dr	Stevendave Dr	Ballenger Ln	20	1,647	3,660
20	Starlight Dr	North End	South End	24	655	1,747
21	Orchard Ln	Ballenger Ln	Callaway Dr	30	575	1,917
22	Callaway Dr	Callaway Dr	Orchard Ln	30	462	1,540
23	Ria St	Boyd Ln	McKee St	29	762	2,455
24	Upland Creek Rd	I 70 Dr	St Charles Rd	27	1,548	4,644
25	Cherry Blossom Ln	Upland Creek Rd	East End	31	212	730
26	Maple Leaf Dr	Wild Rose	Upland Creek Rd	27	1,153	3,459
27	Adens Woods Ct	North End	Maple Leaf Dr	30	352	1,173
28	Wolf Trl	North End	Maple Leaf Dr	30	1,045	3,483
29	Wildrose Pl	North End	Maple Leaf Dr	31	681	2,346
30	St Charles Rd	Keene St	Elderbrook Dr	21	7,965	18,585
31	Eastwood Dr	Sylvan Ln	Clark Ln	23	894	2,285
32	Hazelwood Dr	Charles St	Vine St	32	663	2,357
33	Vine St	Charles St	Fairway Dr	32	750	2,667
34	Fairway Dr	Country Ln	Country Club Dr	32	510	1,813
35	Country Ln	Fairway Dr	Fairway Dr	32	1,885	6,702
36	Walnut St	Old 63	East End	24	3,918	10,448
37	Anita Ct	North End	Walnut St	30	470	1,567
38	William St	Bass Ave	Rollins St	24	2,446	6,523
39	Randy Ln	Audubon Dr	Bluff Blvd	27	1,046	3,138
40	Audubon Dr	Randy Ln	Shepard Blvd	32	1,340	4,764
41	Pepper Tree Ln	Audubon Dr	East End	23	691	1,766
42	Rain Tree Ct	Audubon Dr	East End	27	167	501
43	Cowan Dr	Rollins Rd	South End	30	839	2,797
44	Ridge Rd	Rollins Rd	Rollins Rd	28	620	1,929
45	Rollins Rd	Ridge Rd	Marion Dr	32	700	2,489
46	Rollins Rd	West End	West Blvd	32	781	2,777
47	Rollins Rd	West Blvd	Redbud Ln	32	2,131	7,577
48	Glenwood Ave	Stewart Rd	South End	24	804	2,144
49	Chapel Hill Rd	Scott Blvd	Fairview Road	37	5,355	22,015
50	Wildwood Dr	Cimarron Dr	Skylark Dr	26	580	1,676
51	Columbine Ct	West End	Wildwood Dr	23	150	383
52	Bearfield Rd	Old 63	Woodhaven Dr	35	4,380	17,033
53	Ponderosa St	Grindstone Pkwy	Nifong Blvd	25	1,721	4,781
54	Dunbar Dr	Highlands Pkwy	Forum	30	2,135	7,117
55	Whitekirk Dr	Dunbar Dr	Strathmore Dr	30	432	1,440
56	Carrick Ct	Tayside Cir	South End	30	290	967
Total					74,690	239,943

14.1 miles



Legend

- Chip Seal 2018
- Road_Shields_Poly
- Schools
- Trails
- Railroad
- Interstate or US Highways
- State Road
- Ramp
- Regular

- robo
- regular
- Private, Not Named
- Private, Named
- City,DBO,PW_Streets_Maintenance

TITLE

CITY of COLUMBIA, MISSOURI

Scale 1"=6500'

2/16/2018

2018 Pavement Preservation Preservation Chip Seal Projects

Revised: 2-5-18

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Hatton Chapel Rd	Rte E to EOP	5,813	14,577
2	River Oaks	Entire Length	2,189	6,284
3	Brampton Ct.	Country Hill Sub.	442	1,443
4	Country Hill Dr.	Country Hill Sub.	1,109	2,807
5	Country Hill Ct.	Country Hill Sub.	187	753
6	Brampton Ln.	Country Hill Sub.	760	2,228
7	Crestview Dr.	Country Hill Sub.	829	2,167
8	Bainbridge Dr.	Country Hill Sub.	863	2,019
9	Bainbridge Ct.	Country Hill Sub.	343	829
10	Southview Dr.	Country Hill Sub.	1,303	3,364
11	Ridgewood Rd	Old Village Rd to End	2,353	5,855
12	Whippoorwill Cit	Entire Length	697	2,096
13	Old Village Rd	Azoros Dr to Ridgewood Rd	2,049	5,330
14	South Cowan Rd	Ponderosa St to end of asphalt	5,471	14,650
15	Minor Hill Rd	Hwy 63 to Hwy DD	10,208	24,003
Total			34,616	88,405

Miles = 6.6

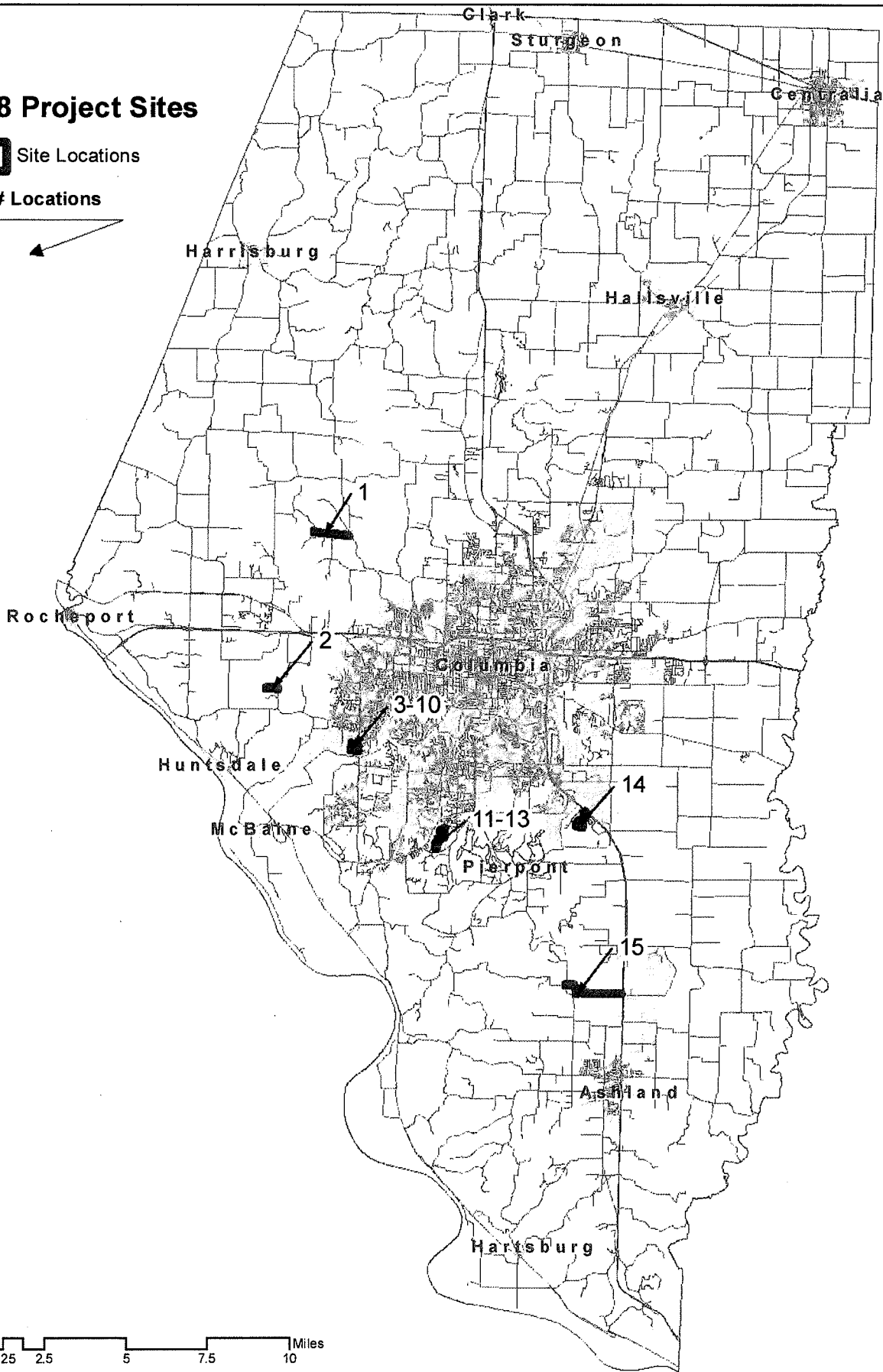


Boone County 2018 Preservation Chip Seal

2018 Project Sites

 Site Locations

 Site # Locations



0 1.25 2.5 5 7.5 10 Miles



ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 85 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
1	Boone, Callaway & City of Holt Summit	\$1,131,596.26	100%
2	Lincoln County	\$590,028.08	100%
3	Lake Sherwood	\$83,972.10	100%

3. General type of work preformed:

Chip Seal Preservation

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: Zero

(b) Description of defaulted contracts and reason therefore:

5. List references:

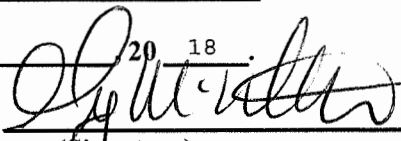
Please see attached references.

Dated at Overland, Missouri

this 20 day of March, 2018.

Missouri Petroleum Products Co., LLC

Name of Organization(s)

By 
(Signature)

President

(Title of Person Signing)

REFERENCES:

2015 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	558,000
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	228,000
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	200,000
Elsberry Special	711 East Broadway Elsberry, MO 63343	Brendan O'Brien (573) 898-5823	114,000
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	80,000

REFERENCES:**2016 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representaive</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	706,287
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	190,880
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	303,140
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	72,111
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	78,614

REFERENCES:**2017 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representaive</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	637,074
City of Jennings	2120 Hord Ave Jennings,MO 63136	Jim Maixener (314)882-5038	64,013
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	322,596
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	122,841
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	38,107

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

(Please complete and return with Contract)

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

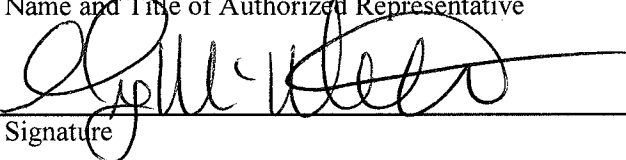
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Greg McMurtrey, President

Name and Title of Authorized Representative



Signature

3/20/18

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

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

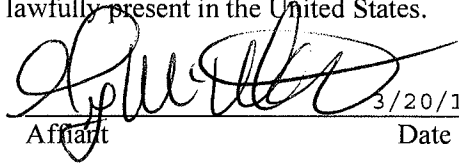
County of St. Louis)

)ss

State of Missouri)

My name is Greg McMurtrey. I am an authorized agent of Missouri Petroleum Products Co., LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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



Affiant 3/20/18
Date

Greg McMurtrey
Printed Name

Subscribed and sworn to before me this 20 day of March, 2018.





Notary Public

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

Company ID Number: 188670

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 188670

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

Name: **Kathy M Jasmund**
Telephone Number: **(314) 991 - 2180 ext. 235235** Fax Number: **(314) 991 - 1553**
E-mail Address: **kjasmund@lionmark.com**

Name: **Michael E Drury**
Telephone Number: **(314) 991 - 2180 ext. 214** Fax Number: **(314) 991 - 1553**
E-mail Address: **mike.drury@lionmark.com**

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.

N/A		
Applicant	Date	Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (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

_____ N/A
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:

BOONE COUNTY COMMISSION
**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number 12-22MAR18

Vendor Job Number _____

Job Location Boone & Callaway Cos./City of Columbia

March 20, 2018

To the Boone County Purchasing Department
Columbia, Missouri

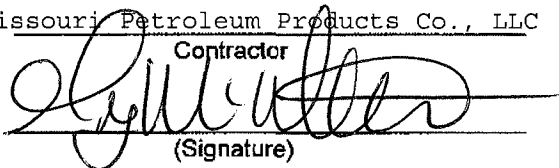
To Whom It May Concern:

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.

Missouri Petroleum Products Co., LLC

Contractor

By


(Signature)

President

(Title)

State of Missouri

County of St. Louis ss.

Subscribed and sworn to before me this 20 day of
March, 2018, at Overland, MO

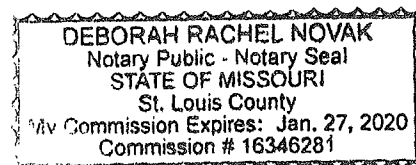

Notary Public

(SEAL)

My Commission expires January 27, 2020

AFFIDAVIT-SETTLEMENT OF CLAIMS

16.1



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St. Louis

Greg McMurtrey, being first duly sworn, deposes and

says that he is President
(Title of Person Signing)

of Missouri Petroleum Products Co., 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 *[Handwritten Signature]*

By _____

By _____

Sworn to before me this 20 day of March, 20 18

[Handwritten Signature]
Notary Public

My Commission Expires January 27, 2020



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 venture (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 joint venture
 corporation, incorporated under laws of the state of Missouri

Dated March 20, 20 18

Name of individual, all partners, or joint venturers:

Address of each:


doing business under the name of:

Address of principal place of business in Missouri:


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

Missouri Petroleum Products Co., LLC
(If a corporation – show its name above)

ATTEST:



(Secretary)



President
(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, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. 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 Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of St. Louis

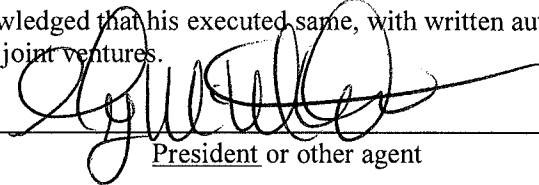
On this 20 day of March, 20 18

before me appeared Greg McMurtrey 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 Missouri Petroleum Products Co., 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, Overland, MO the day and year first above written. (SEAL) _____

 Notary Public



My Commission expires January 27, 20 20

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Missouri Petroleum Products Company LLC
1620 Woodson Road
St. Louis, MO 63114

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

OWNER:

(Name, legal status and address)

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

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

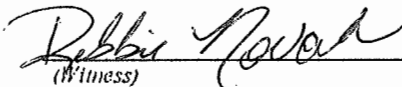
Preservation Chip Seal, Project No. 12-22MAR18

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.

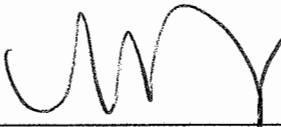
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 22nd day of March, 2018




(Witness)



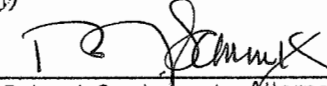
(Witness)

Missouri Petroleum Products Company LLC
(Principal) _____ (Seal)

By: 

(Title) President

Liberty Mutual Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Debra J. Scarborough Attorney-in-Fact
Surety Phone No. 617-357-9500



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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile; Laura M. Buhrmester; Megan L. Burns-Hasty; Jeffrey C. Carey; Mary T. Flanigan; Tahitia M. Fry; C. Stephens Griggs; Rebecca S. Leal; Charissa D. Lecuyer; Patrick T. Pribyl; Debra J. Scarborough; Evan D. Sizemore; Charles R. Teter, III

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December 2017



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

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAR 22 2018 day of , 20



By: Renee C. Llewellyn, Assistant Secretary

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

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



1620 Woodson Road
St. Louis, Missouri 63114
www.missouripetroleum.com
Phone: (314) 219-7305
Fax: (314) 991-9624

Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain Trap Rock Company, 325 Highway NN, Ironton, MO 63650

Aggregate Type: 3/8" x 1/4"

Aggregate Application Rate: 22 pounds/square yard*

Emulsion Source: Bi-State Emulsions, 3714 Big Bend Industrial Ct, St. Louis, MO 63143

Emulsion Type: CHFRS-2P composed of SBR Polymer and BASF High Float
Blending Agent NX 1122 X

Emulsion Application Range: 0.35 to 0.37 gallons/square yard*

Richard E. Holesinger, P.E.
Engineering Manager

Friday, March 16, 2018

Date

Prepared for: BID # 12-22MAR18
2018 CHIP SEAL PAVEMENT PRESERVATION FOR BOONE AND CALLAWAY
COUNTIES AND THE CITY OF COLUMBIA

* Contract specifies a aggregate application rate of 22 to 26 pounds per square yard and an emulsion application rate of 0.35 to 0.45 gallons/square yard. Even though design aggregate application rate was 23 pounds per square yard, an aggregate application rate of 22 pounds per square yard is a suggested maximum rate to avoid shelling.

Test results, opinions, or interpretations are based on material supplied by the client. This is for the exclusive use of the client to which it is addressed. No reproduction or facsimile in any form should be made without the client's written permission. Missouri Petroleum assumes no liability and makes no warranty expressed or implied as to the material or the products or processes contained in this report.

CHIP SEAL DESIGN



McLeod Method Chapter 4 MnDOT Seal Coat Design (2006)¹

District: _____ Counties: Boone & Calloway ¹Note: Corrected H to: $H = (M/1.139285) + (0.011506 * FI)$
 Date: 3/16/18
 Project: 2018 Chip Seal Pavement Preservation for Boone and Calloway Counties, and the City of Columbia, MO Grade: A1 Contractor: Missouri Petroleum
 Binder Source: Bi-State Emulsions Aggregate Grade: A1 Binder Grade/Type: CHFRS-2P
 Aggregate Material Type: 3/8" x 1/4" Seal Coat (FWI Product #42) Source: Iron Mountain Trap Rock

Average Gradation	
Sieve	% Passing
3/4	100
1/2	100
3/8	97
1/4	54
4	25
8	8
16	4
50	2
200	0.9

MODOT
1003.2.2 Specification

0.24 in, Median size of aggregate, M (See Graph @ D₅₀)
100 10% Anticipated whip off, E (Drop Down Menu)
97-100 (Assume 10% unless very low volume, very low speed)
0-25 80.9 Loose unit weight of aggregate in lbs/ft³ (W)
500 - 1000 Average daily traffic count (Drop Down Menu)
0-1.0

Surface condition (Drop down menu): (d) Slightly pocked, porous and oxidized surface

Type of bitumen to be used: Emulsions Residual Asphalt (%): 65
 (in percent; use 67% default)

Is aggregate slag or absorptive gravel? (Drop Down Menu) No (Over 1% Absorption = Absorptive = Yes)
38 = Flakiness Index (%) 2.627 = Specific Gravity

SUMMARY OF RESULTS

		Average Least Dimension (H)	<u>0.215</u> inches
Application Rate of Aggregate	<u>23</u>	Lbs. per sq. yd.	
		Voids in Loose Aggregate (V)	<u>50.65%</u>
Wheelpath	<u>0.36</u>	Gals. Per sq. yd.	
Non Wheelpath*	<u>0.39</u>	Gals. Per sq. yd.	
Application of Liquid*	<u>0.37</u>	Gals. Per sq. yd.	<u>0.7</u>
*Note - "Shoulders only" jobs used Non Wheelpath			Surface Condition Factor
			<u>0.06</u>
		Absorbive Aggregate Factor	<u>0.00</u>



March 13th, 2018

Mr. Tim Parker
 Missouri Petroleum
 St. Louis, MO 63114

Re: IMTR 3/8" x #4 – Seal Coat Aggregate

Dear Mr. Parker:

Fred Weber, Inc. certifies that the 3/8" x 1/4" (FWI product #42) supplied from our Iron Mountain Trap Rock Quarry will comply with the requirements of Section 1003 "Aggregates for Seal Coats" of the *Missouri Standard Specifications for Highway Construction* and the requirements of Section 1003 "Aggregates for Seal Coats" of the *St. Louis County Standard Specifications for Road and Bridge Construction*.

A typical gradation of this material is as follows

Percent by Weight (Mass)

<u>Size</u>	<u>Gradation</u> (% Passing)	<u>Grade A1 Aggregate</u> <u>MoDOT Spec.</u> (%)	
1/2"	100	100	
3/8"	98	97-100	
#4	19	0-25	
#200	0.6	0-1.0	
Deleterious Rock:	0.0%	Two Fractured Faces:	100%
Shale:	0.0%	Thin, Elongated Particles (5:1):	10%
Other Foreign Material:	0.0%	Micro-Deval Abrasion:	2%
Total Deleterious:	0.0%	Bulk Specific Gravity:	2.627
		Absorption:	0.4%

If I may be of further service, please call.

Sincerely,

FRED WEBER, INC.
 Material Services

Steve Rosenthal
 Quality Control Manager

An Equal Opportunity Employer



SOILS AND AGGREGATES
Gradation and curve report

Project :	IMTR QC , Production/Stockpile/Loadout QC	Client :	Iron Mountain Trap Rock
Contract / Lot :	91000 , Iron Mountain Trap Rock / Production		
Supplier / Site :	Iron Mountain Trap Rock - Iron Mountain, MO		
Formation :	Rhyolite (Porphyry)	Quantity (ton):	0 Ledge : IM 1
Testing Lab :	PQ - IMTR Field Lab		

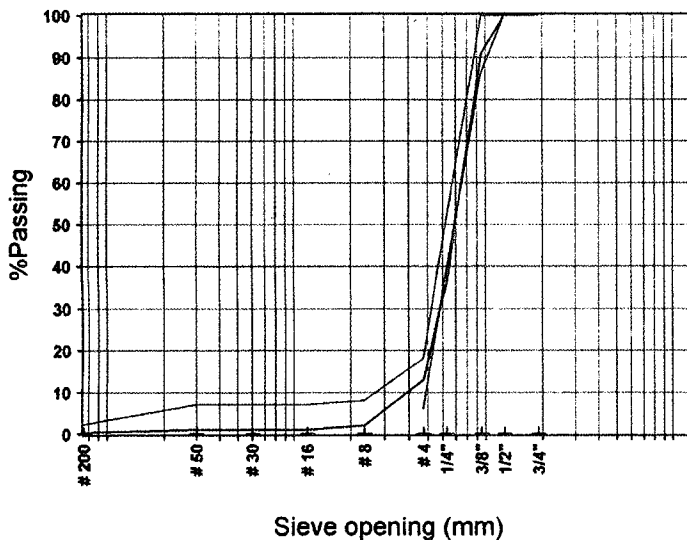
Sampling

Sampled by:	Ryan J. Steele	Sample No.:	17AGG2547
Usage:	Seal Coat	Reference No.:	
Grading :	3/8" x 1/4" (IMTR) 7/13-SEC. 1002-#42, 3/8" x	Sampling date:	12/13/2017 07:30
Sampling location:	Belt Stream (IMTR Wash Plant #2)	Receiving date:	/ /

Sieve Analysis AASHTO T11/T27

Sieves	Cumulative % Passing	Specifications		Sieves	Cumulative % Passing	Specifications	
		Min	Max			Min	Max
3/4"	100	100	100				
1/2"	100	100	100				
3/8"	91	86	100				
1/4"	36						
# 4	13	6	18				
# 8	2		8				
# 16	1		7				
# 30	1		7				
# 50	1		7				
# 100			3				
# 200	0.3		2.2				

GRADING CHART



Washing / Cleanliness Standard	
Moisture Content Standard	
Fineness Modulus Standard	
CZ (Curvature Coefficient)	1.102
CU (Uniformity Coefficient)	1.878
D ₁₀ : 4.098 D ₃₀ : 5.896 D ₆₀ : 7.696	

Remarks: cedar rapids plant running @ 53%

* = Non compliant

Reported by: _____ Date :03/14/2018 Verified by: _____



Bi-State Emulsions, LLC
3714 Big Bend Industrial Court
Maplewood, MO 63143
(314) 645-1818
Fax: (314) 645-8898

Mr. Tim Parker
Manager of Chip Seal Operations
Missouri Petroleum
1620 Woodson Road
St. Louis, MO 63114

Dear Mr. Parker,

Please be advised that the emulsion (CHFRS-2P) we intend to manufacture for the 2018 Boone County Chip Seal Project will meet MODOT specifications. All CHFRS-2P manufactured at Bi-State Emulsions uses NX-1122-X, SBR latex with high float additive, manufactured by BASF. All Bill of Ladings for this project will carry a MODOT certification number. This number verifies that the material has been tested according to state regulations and passes all required testing for certification.

Christopher Hazer

Plant Manager
Bi-State Emulsions, LLC



Bi-State Emulsions, LLC
3714 Big Bend Industrial Court
Maplewood, MO 63143
(314) 645-1818
Fax: (314) 645-8898

Mr. Tim Parker
Manager of Chip Seal Operations
Missouri Petroleum
1620 Woodson Road
St. Louis, MO 63114

Dear Mr. Parker,

Please be advised that the emulsion (CHFRS-2P) we intend to manufacture for the 2018 Boone County Chip Seal Project will meet MODOT specifications. All CHFRS-2P manufactured at Bi-State Emulsions uses NX-1122-X, SBR latex with high float additive, manufactured by BASF. All Bill of Ladings for this project will carry a MODOT certification number. This number verifies that the material has been tested according to state regulations and passes all required testing for certification.

Christopher Hazer

Plant Manager
Bi-State Emulsions, LLC



The Chemical Company

DATE: March 14, 2018
TO: Missouri Petroleum, Inc.
FROM: Arlis Kadrmas – Technical Account Manager – BASF
RE: Certification of Latex for Formulation in Cationic High Float Specifications

This letter is to certify that the latex supplied by BASF known as, Butonal NX-1122X, was specifically formulated for use as a blending agent to produce cationic high float asphalt emulsions.

Please submit any questions to my attention at (316) 200-7326 or e-mail:
arlis.kadrmas@basf.com.

Company ID Number: 188670

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 188670

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 188670

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

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

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 188670

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

Company ID Number: 188670

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

Company ID Number: 188670

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

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 188670

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

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

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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

Company ID Number: 188670

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 188670

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 188670

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 188670

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

Employer **Missouri Petroleum Products Company LLC**

Michael Drury

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/09/2009

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Company ID Number: 188670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road

Saint Louis, MO 63114

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 431845744

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 188670

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

Name:	Kathy M Jasmund	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 235235		
E-mail Address:	kjasmund@lionmark.com		

Name:	Michael E Drury	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 214		
E-mail Address:	mike.drury@lionmark.com		

NOTICE TO PROCEED

DATE: July 30, 2018
TO: Missouri Petroleum
ADDRESS: 1620 Woodson Road
St. Louis, Missouri 63114
PROJECT: Bid Number: 12-22MAR18
2018 Preservation Chip Seal

You are hereby notified that the Contract Time under the above contract will commence on **August 13, 2018**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **5 working days**.

All inspections for this project should be called in to the Boone County Resource Management office at (573) 886-4339. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: Keith Austin
Date: 7/30/18

Keith Austin
Chief Construction Inspector

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 3rd day of May 20 18

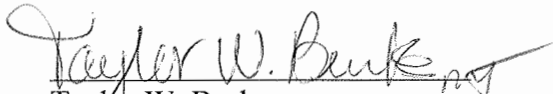
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 18-12APR18 – Rangeline Road Bridge Replacement to Lehman Construction, LLC of California, Missouri.


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


Done this 3rd day of May, 2018

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: May 1, 2018
RE: 18-12APR18- Rangeline Road Bridge Replacement

18-12APR18 – Rangeline Road Bridge Replacement opened on April 12, 2018. Five (5) bids were received.

Resource Management recommends award by low bid to Lehman Construction, LLC. of California, Missouri.

Cost of the contract is \$311,338.74. There will be a 10% contingency of \$31,133.87 added for a Purchase Order total of \$342,472.61 which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs. The engineer's estimate was \$452,090.00.

att: Bid Tab

cc: Jeff McCann, Resource Management
Bid File

18-12APR18 - RANGLINE ROAD BRIDGE REPLACEMENT

BID TABULATION				ENGINEER'S ESTIMATE		Lehman Construction Company		Gene Haile Excavating		Chester Cross Construction Company	
Line	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Clearing and Grubbing (Approx. 0.25 Acres)	L.S.	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
2	Removal of Existing Improvements	L.S.	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
3	Excavation	C.Y.	575	\$10.00	\$5,750.00	\$8.00	\$4,600.00	\$7.00	\$4,025.00	\$8.00	\$4,600.00
4	Embankment	C.Y.	1,742	\$25.00	\$43,550.00	\$14.00	\$24,388.00	\$20.50	\$35,711.00	\$14.00	\$24,388.00
5	Excavation for Structures	C.Y.	56	\$50.00	\$2,800.00	\$25.00	\$1,400.00	\$35.00	\$1,960.00	\$30.00	\$1,680.00
6	4" Rolled Stone Base (MoDOT Type 1)	S.Y.	1,599	\$8.00	\$12,792.00	\$8.00	\$12,792.00	\$6.00	\$9,594.00	\$6.00	\$9,594.00
7	7" Plant Mix Bituminous Base	S.Y.	1,599	\$40.00	\$63,960.00	\$28.46	\$45,507.54	\$29.75	\$47,570.25	\$30.00	\$47,970.00
8	2" Plant Mix Bituminous Pavement Surface (BP-2)	S.Y.	1,599	\$22.00	\$35,178.00	\$9.55	\$15,270.45	\$10.50	\$16,789.50	\$11.00	\$17,589.00
9	6" Crushed Stone Base (3.5" Minus)	S.Y.	476	\$10.00	\$4,760.00	\$10.00	\$4,760.00	\$7.00	\$3,332.00	\$6.00	\$2,856.00
10	3" Crushed Stone Base (1.5" Minus)	S.Y.	476	\$7.00	\$3,332.00	\$9.00	\$4,284.00	\$5.00	\$2,380.00	\$4.00	\$1,904.00
11	2" Crushed Stone Surface (MoDOT Type 5)	S.Y.	476	\$6.00	\$2,856.00	\$9.00	\$4,284.00	\$4.00	\$1,904.00	\$2.00	\$952.00
12	Type A Rail	L.F.	25	\$45.00	\$1,125.00	\$32.50	\$812.50	\$33.50	\$837.50	\$55.00	\$1,375.00
13	Type A End Section	EACH	1	\$200.00	\$200.00	\$35.00	\$35.00	\$36.25	\$36.25	\$200.00	\$200.00
14	Guardrail Transition Section	EACH	4	\$800.00	\$3,200.00	\$350.00	\$1,400.00	\$360.50	\$1,442.00	\$380.00	\$1,520.00
15	Type A Crashworthy End Terminal	EACH	3	\$2,750.00	\$8,250.00	\$2,800.00	\$8,400.00	\$2,885.00	\$8,655.00	\$2,430.00	\$7,290.00
16	Fencing	L.F.	497	\$12.00	\$5,964.00	\$5.00	\$2,485.00	\$8.00	\$3,976.00	\$10.00	\$4,970.00
17	Type 2 Rock Blanket w/Geotextile Fabric	S.Y.	356	\$60.00	\$21,360.00	\$50.00	\$17,800.00	\$38.00	\$13,528.00	\$45.00	\$16,020.00
18	Traffic Control	L.S.	1	\$3,500.00	\$3,500.00	\$1,685.00	\$1,685.00	\$1,775.00	\$1,775.00	\$2,000.00	\$2,000.00
19	Mobilization	L.S.	1	\$40,000.00	\$40,000.00	\$10,250.00	\$10,250.00	\$16,891.10	\$16,891.10	\$17,475.00	\$17,475.00
20	Construction Staking	L.S.	1	\$3,750.00	\$3,750.00	\$4,000.00	\$4,000.00	\$4,120.00	\$4,120.00	\$1,750.00	\$1,750.00
21	HP 10x42 Piling Galvanized Structural Steel Piles	L.F.	225	\$75.00	\$16,875.00	\$66.00	\$14,850.00	\$80.00	\$18,000.00	\$70.00	\$15,750.00
22	Pile Point Reinforcement	EACH	10	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
23	Class MB-2 Concrete	C.Y.	25.4	\$700.00	\$17,780.00	\$700.00	\$17,780.00	\$950.00	\$24,130.00	\$675.00	\$17,145.00
24	Slab on Steel Girder	S.Y.	142	\$400.00	\$56,800.00	\$250.00	\$35,500.00	\$295.00	\$41,890.00	\$400.00	\$56,800.00
25	Fabricated Structural Steel	LBS	23,230	\$1.69	\$37,168.00	\$1.80	\$41,814.00	\$1.48	\$34,380.40	\$1.40	\$32,522.00
26	SL-1 Rail on Bridge	L.F.	117	\$60.00	\$7,020.00	\$76.25	\$8,921.25	\$79.00	\$9,243.00	\$80.00	\$9,360.00
27	Vertical Drains at End Bents	EACH	2	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
28	Plain Neoprene Bearing Pads	EACH	8	\$175.00	\$1,400.00	\$60.00	\$480.00	\$75.00	\$600.00	\$125.00	\$1,000.00
29	GRS Approach	L.S.	1	\$25,000.00	\$25,000.00	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00	\$18,000.00	\$18,000.00
30	Compaction Testing	L.S.	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
31	Temporary Centerline Markers	EACH	16	\$20.00	\$320.00	\$2.50	\$40.00	\$5.00	\$80.00	\$5.00	\$80.00
32	Erosion Control	L.S.	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,210.00	\$3,210.00
33	Restoration	ACRE	0.6	\$6,500.00	\$3,900.00	\$8,000.00	\$4,800.00	\$6,500.00	\$3,900.00	\$5,000.00	\$3,000.00
Bid Total					\$452,090.00		\$311,338.74		\$331,750.00		\$332,000.00
Bid Response							Y		Y		Y
Work Authorization Certification							Y		Y		Y
Statement of Bidders Qualifications							Y		Y		Y
Anti-Collusion Statement							Y		Y		Y
Bid Bond							Y		Y		Y
Signature and Identity of Bidder							Y		Y		Y
Bidders Acknowledgment							Y		Y		Y

18-12APR18 - RANGELINE ROAD BRIDGE REPLACEMENT

BID TABULATION				Don Schnieders Excavating Co.		Boone Construction Co.		AVERAGE BID	
Line	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Clearing and Grubbing (Approx. 0.25 Acres)	L.S.	1	\$880.00	\$880.00	\$6,000.00	\$6,000.00	\$2,376.00	\$2,376.00
2	Removal of Existing Improvements	L.S.	1	\$5,360.00	\$5,360.00	\$11,000.00	\$11,000.00	\$5,472.00	\$5,472.00
3	Excavation	C.Y.	575	\$6.05	\$3,478.75	\$10.00	\$5,750.00	\$7.81	\$4,490.75
4	Embankment	C.Y.	1,742	\$16.90	\$29,439.80	\$16.00	\$27,872.00	\$16.28	\$28,359.76
5	Excavation for Structures	C.Y.	66	\$27.00	\$1,812.00	\$50.00	\$3,300.00	\$33.40	\$1,870.40
6	4" Rolled Stone Base (MoDOT Type 1)	S.Y.	1,599	\$6.20	\$9,913.80	\$5.00	\$7,995.00	\$6.24	\$9,977.76
7	7" Plant Mix Bituminous Base	S.Y.	1,599	\$28.85	\$46,131.15	\$28.85	\$46,131.15	\$29.18	\$46,662.02
8	2" Plant Mix Bituminous Pavement Surface (BP-2)	S.Y.	1,599	\$10.00	\$15,990.00	\$10.00	\$15,990.00	\$10.21	\$16,325.79
9	6" Crushed Stone Base (3.5" Minus)	S.Y.	476	\$10.70	\$5,093.20	\$6.00	\$2,856.00	\$7.94	\$3,779.44
10	3" Crushed Stone Base (1.5" Minus)	S.Y.	476	\$5.60	\$2,665.60	\$3.00	\$1,428.00	\$5.32	\$2,532.32
11	2" Crushed Stone Surface (MoDOT Type 5)	S.Y.	476	\$4.35	\$2,070.60	\$3.00	\$1,428.00	\$4.47	\$2,127.72
12	Type A Rail	L.F.	25	\$32.50	\$812.50	\$32.50	\$812.50	\$37.20	\$930.00
13	Type A End Section	EACH	1	\$35.00	\$35.00	\$35.00	\$35.00	\$68.25	\$68.25
14	Guardrail Transition Section	EACH	4	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$368.10	\$1,432.40
15	Type A Crashworthy End Terminal	EACH	3	\$2,800.00	\$8,400.00	\$2,800.00	\$8,400.00	\$2,743.00	\$8,229.00
16	Fencing	L.F.	497	\$9.00	\$4,473.00	\$12.00	\$5,964.00	\$8.80	\$4,373.60
17	Type 2 Rock Blanket w/Geotextile Fabric	S.Y.	356	\$37.10	\$13,207.60	\$35.00	\$12,460.00	\$41.02	\$14,603.12
18	Traffic Control	L.S.	1	\$1,685.00	\$1,685.00	\$1,685.00	\$1,685.00	\$1,766.00	\$1,766.00
19	Mobilization	L.S.	1	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$17,723.22	\$17,723.22
20	Construction Staking	L.S.	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,974.00	\$2,974.00
21	HP 10x42 Piling Galvanized Structural Steel Piles	L.F.	225	\$90.00	\$20,250.00	\$80.00	\$18,000.00	\$77.20	\$17,370.00
22	Pile Point Reinforcement	EACH	10	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
23	Class MB-2 Concrete	C.Y.	25.4	\$692.00	\$16,814.80	\$550.00	\$13,970.00	\$707.40	\$17,957.96
24	Slab on Steel Girder	S.Y.	142	\$421.00	\$59,782.00	\$450.00	\$63,900.00	\$363.20	\$51,674.40
25	Fabricated Structural Steel	LBS	23,230	\$1.55	\$36,006.50	\$1.50	\$34,845.00	\$1.55	\$35,913.58
26	SL-1 Rail on Bridge	L.F.	117	\$78.25	\$9,165.25	\$90.00	\$10,530.00	\$80.30	\$9,395.10
27	Vertical Drains at End Bents	EACH	2	\$1,000.00	\$2,000.00	\$1,600.00	\$3,200.00	\$1,220.00	\$2,440.00
28	Plain Neoprene Bearing Pads	EACH	8	\$115.00	\$920.00	\$150.00	\$1,200.00	\$105.00	\$840.00
29	GRS Approach	L.S.	1	\$12,720.00	\$12,720.00	\$20,000.00	\$20,000.00	\$14,844.00	\$14,844.00
30	Compaction Testing	L.S.	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00
31	Temporary Centerline Markers	EACH	16	\$5.00	\$80.00	\$10.00	\$160.00	\$5.50	\$88.00
32	Erosion Control	L.S.	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$2,182.00	\$2,182.00
33	Restoration	ACRE	0.6	\$5,000.00	\$3,000.00	\$2,500.00	\$1,500.00	\$5,400.00	\$3,240.00
Bid Total					\$335,542.55		\$363,511.65		\$334,828.59
Bid Response					Y		Y		Y
Work Authorization Certification					Y		Y		Y
Statement of Bidders Qualifications					Y		Y		Y
Anti-Collusion Statement					Y		Y		Y
Bid Bond					Y		N		
Signature and Identity of Bidder					Y		Y		Y
Bidders Acknowledgment					Y		Y		Y

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 Lehman Construction, 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 proposal designated and marked:

Project Name: Rangeline Road Bridge Replacement

Project No.: 18-12APR18

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: \$311,338.74

Three Hundred Eleven Thousand, Three Hundred Thirty-Eight Dollars and Seventy-Four Cents

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.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on May 3, 2018 at Columbia, Missouri.
(Date)

ATTEST:

Taylor W. Burke
County Clerk

OWNER:
BOONE COUNTY, MISSOURI

By:

[Signature]
Presiding Commissioner

CONTRACTOR:

By:

Lehman Construction LLC
[Signature]
Authorized Representative (Signature)

ATTEST:

[Signature]
Secretary

By:

KENNY LEHMAN
Authorized Representative (Print or Type Name)

Title:

MANAGING MEMBER

Approved as to Legal Form:

[Signature]
County Counselor

Certification

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

Jane E. Pitchford
Auditor

5/2/18
Date

2041 / 71202
Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2018

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

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

PRODUCER Cornerstone Kansas City, LLC 4400 College Blvd. Ste. 350 Overland Park KS 66211		CONTACT NAME: Kathleen Kramer PHONE (A/C, No, Ext): (913) 754-0193 FAX (A/C, No): (913) 378-0399 E-MAIL ADDRESS: kkramer@ckcins.com	
INSURED Lehman Construction LLC 900 Russellville Rd California MO 65018		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO National Insurance Company NAIC # 20109 INSURER B: BITCO General Insurance Corporation 20095 INSURER C: Missouri Employers Mutual Ins Co. 10191 INSURER D: Travelers Property Casualty Co of 25674 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL17122125133 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: Per written contract	X	Y	CLP3662736	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	CAP3662738	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	CUP2814047	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEM2002016-06	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment			QT6601J676866-TIL-17	12/31/2017	12/31/2018	Limit per unit/Deductible 300,000/5,000
D	Installation Floater			QT6601J676866-TIL-17	12/31/2017	12/31/2018	Limit/Deductible 200,000/2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project No.: 18-12APR18 - Rangeline Road Bridge Replacement
 Certificate holder is an additional insured on all policies, except workers' compensation, as required by written contract. Umbrella is follow form. Waiver of subrogation applies on all policies as allowed by law. Should any of the above policies cancel prior to renewal, 30 days notice will be provided, 10 days due to non-payment.

CERTIFICATE HOLDER County of Boone, Missouri c/o Purchasing Department 613 E Ash St. Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Parkhurst/KK
--------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PERFORMANCE BOND

Bond #TXIFSU0740633

KNOW ALL PERSONS BY THESE PRESENT, that we,
Lehman Construction, LLC

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

a Corporation, organized under the laws of the State of New Jersey

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Three Hundred Eleven Thousand Three Hundred Thirty-Eight & 74/100 (\$311,338.74) 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: Rangeline Road Bridge Replacement

Project No.: 18-12APR18

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 _____.

Lehman Construction, LLC

(Contractor)

(SEAL) *No Seal*

BY:

[Signature] - MANAGING MEMBER

International Fidelity Insurance Company

(Surety Company)

(SEAL)

BY:

[Signature]
(Attorney-in-Fact) Casey M. Parisoff

BY:

[Signature]
(Missouri Representative) Kathy L. Fagan

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

Surety Contact Name: Gary MacDonald
Phone Number: 972-398-6953
Address: One Newark Center, 20th Floor
Newark, NJ 07102

LABOR AND MATERIAL PAYMENT BOND

Bond #TXIFSU0740633

KNOW ALL PERSONS BY THESE PRESENT, that we,

Lehman Construction, LLC

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

a Corporation, organized under the laws of the State of New Jersey

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

Three Hundred Eleven Thousand Three Hundred Thirty-Eight & 74/100 Dollars,
(\$ 311,338.74), 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: Rangeline Road Bridge Replacement

Project No.: 18-12APR18

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 Overland Park, Kansas

_____, on this _____ day of _____, 20 _____

CONTRACTOR: Lehman Construction, LLC (Seal)

BY: [Signature] MANAGING MEMBER

SURETY COMPANY International Fidelity Insurance Company

BY: [Signature] (Attorney-in-Fact) Casey M. Parisoff

BY: [Signature] (Missouri Representative) Kathy L. Fagan

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

Surety Contact Name: Gary MacDonald Phone Number: 972-398-6953
Address: One Newark Center, 20th Floor
Newark, NJ 07102

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

CASEY M. PARISOFF, VICKIE J. NICKEL, LISA A. SUMMERS, RAYMOND C. RITCHEY JR.,
KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS.

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



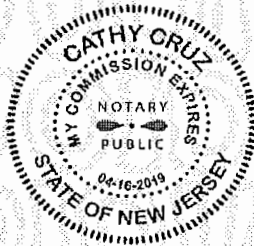
STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____

MARIA BRANCO, Assistant Secretary

Bridge No. 3380002 on Rangeline Road

Boone County

County Funded Bridge Project

ITEMIZED BID FORM
WORK PERFORMED BY THE CONTRACTOR

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Rangeline Road Bridge No. 3380002					
1	Clearing & Grubbing (Approx 0.25 Acres)	L.S.	1	2000 ⁼⁼	2000 ⁼⁼
2	Removal of Existing Improvements	L.S.	1	2500 ⁼⁼	2500 ⁼⁼
3	Excavation	C.Y.	575	8 ⁼⁼	4600 ⁼⁼
4	Embankment	C.Y.	1,742	14 ⁼⁼	24,388 ⁼⁼
5	Excavation for Structures	C.Y.	56	25 ⁼⁼	1400 ⁼⁼
6	4" Rolled Stone Base (MoDOT Type 1)	S.Y.	1,599	8 ⁼⁼	12,792 ⁼⁼
7	7" Plant Mix Bituminous Base	S.Y.	1,599	28.46	45,507.54
8	2" Plant Mix Bituminous Pavement Surface (BP-2)	S.Y.	1,599	9.55	15,270.45
9	6" Crushed Stone Base (3.5" Minus)	S.Y.	476	10 ⁼⁼	4760 ⁼⁼
10	3" Crushed Stone Base (1.5" Minus)	S.Y.	476	9 ⁼⁼	4284 ⁼⁼
11	2" Crushed Stone Surface (MoDOT Type 5)	S.Y.	476	9 ⁼⁼	4284 ⁼⁼
12	Type A Rail	L.F.	25	32.50	812.50
13	Type A End Section	EACH	1	35 ⁼⁼	35 ⁼⁼
14	Guardrail Transition Section	EACH	4	350 ⁼⁼	1400 ⁼⁼
15	Type A Crashworthy End Terminal	EACH	3	2800 ⁼⁼	8400 ⁼⁼
16	Fencing	L.F.	497	5 ⁼⁼	2485 ⁼⁼
17	Type 2 Rock Blanket w/ Geotextile Fabric	S.Y.	356	50 ⁼⁼	17,800 ⁼⁼
18	Traffic Control	L.S.	1	1685 ⁼⁼	1685 ⁼⁼
19	Mobilization	L.S.	1	10,250 ⁼⁼	10,250 ⁼⁼
20	Construction Staking	L.S.	1	4000 ⁼⁼	4000 ⁼⁼

Bridge No. 3380002 on Rangeline Road

Boone County

County Funded Bridge Project

ITEMIZED BID FORM
WORK PERFORMED BY THE CONTRACTOR

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
21	HP10X42 Galvanized Structural Steel Piles	L.F.	225	66 ⁰⁰	14,850 ⁰⁰
22	Pile Point Reinforcement	EACH	10	100 ⁰⁰	1000 ⁰⁰
23	Class MB-2 Concrete	C.Y.	25.4	700 ⁰⁰	17,780 ⁰⁰
24	Slab on Steel Girder	S.Y.	142	250 ⁰⁰	35,500 ⁰⁰
25	Fabricated Structural Steel	LBS	23,230	1.80	41,814 ⁰⁰
26	SL-1 Rail on Bridge	L.F.	117	76.25	8921.25
27	Vertical Drains at End Bents	EACH	2	1000 ⁰⁰	2000 ⁰⁰
28	Plain Neoprene Bearing Pads	EACH	8	60 ⁰⁰	480 ⁰⁰
29	GRS Approach	L.S.	1	11,000 ⁰⁰	11,000 ⁰⁰
30	Compaction Testing	L.S.	1	2000 ⁰⁰	2000 ⁰⁰
31	Temporary Centerline Markers	EACH	16	2.50	40 ⁰⁰
32	Erosion Control	L.S.	1	2500 ⁰⁰	2500 ⁰⁰
33	Restoration	ACRE	0.6	8000 ⁰⁰	4800 ⁰⁰
Rangeline Road Bridge No. 3380002 - Total Contract				311,338.74	

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>

COMPANY NAME: Lehman Construction LLC

ADDRESS: 900 Russellville Rd

CITY, STATE, ZIP: California, MO 65018

PHONE NUMBER: (573) 796-8101

EMAIL ADDRESS: quotes@lehmanconstructionllc.com

AUTHORIZED REPRESENTATIVE:  KENNY LEHMAN

TITLE: MANAGING MEMBER

SIGNATURE: 

Prompt Payment Terms: 30 Net

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

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

McClure Engineering → \$4000[±] → Surveying

Keith Contracting → \$1685[±] → Traffic Control.

Capital Paving → \$62,400.31

James Dew → \$19,568.75

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Rangeline Road Bridge Replacement

Project No.: N/A

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

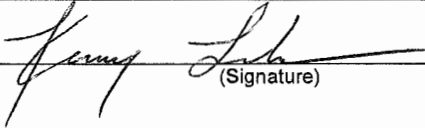
SECTION V

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

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

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

Firm Name: Lehman Construction LLC

By: 
(Signature)

KENNY LEHMAN
(Print or Type Name)

Title: MANAGING MEMBER

Address: 900 Russellville Rd

City, State, Zip: California, MO 65018

Phone: (573) 796-8101

Fax: (573) 796-8293

Email Address: quotes@lehmanconstructionllc.com

Date: 4-12-18

(Please complete and return with Contract)

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

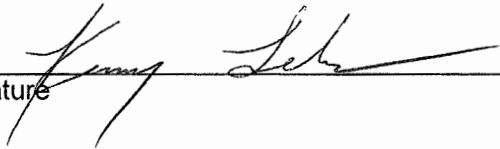
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

KENNY LEHMAN / MANAGING MEMBER
Name and Title of Authorized Representative

Signature



Date

4-18-18

Company ID Number: 191433

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 191433

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

Employer **LEHMAN CONSTRUCTION, LLC**

KENNETH LEHMAN

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/18/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/18/2009

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

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

County of Moniteau)
State of Missouri)ss
)

My name is Kenny Lehman

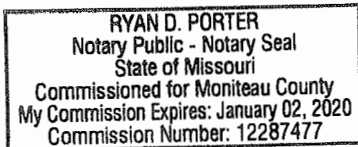
I am an authorized agent of Lehman Construction LLC (Bidder).

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

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

Kenny Lehman 4-12-18
Affiant Date
KENNY LEHMAN
Printed Name

Subscribed and sworn to before me this 12 day of April, 2018.



Ryan D. Porter
Notary Public

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

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

_____)
Date

_____)
Signature

_____)
Social Security Number
or Other Federal I.D. Number

_____)
Printed Name

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

_____)
Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Lehman Construction LLC
2. Business Address: 900 Russellville Rd
California, MO 65018
3. When Organized: June 30, 1999
LLC-Taxed as S-corp
4. When Incorporated: January 1, 2005
5. If not incorporated, state type of business and provide your federal tax identification number:
LLC-Taxed as S-corp - 43-1860133
6. Number of years engaged in contracting business under present firm name:
19
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 90%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: _____
Reference Attached Resume
12. List of projects currently in progress: Reference Attached Resume.

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Moniteau

Kenny Lehman, being first duly sworn, deposes and

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

of Lehman Construction 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 *Kenny Lehman*

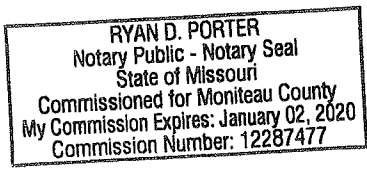
By _____

By _____

Sworn to before me this 12 day of April, 20 18

Ryan D. Porter
Notary Public

My Commission Expires January 02, 2020



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 (X) LLC
() corporation, incorporated under laws of the state of _____
() other: _____

Name of individual, all partners,
or joint venturers:

Kenny Lehman

Jennifer Lehman

Address of each:

900 Russellville Rd

California, MO 65018

doing business under the name of:

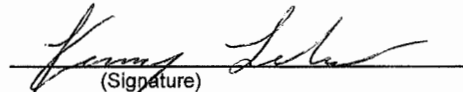
(If using a fictitious name, show this
name above in addition to legal names)

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 April 12, 2018.

Kenny Lehman / Manager, Member.
(Print Name and Title)

NOTE:

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

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

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Moniteau

On this 12 day of April, 20 18

before me appeared Kenny Lehman 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.

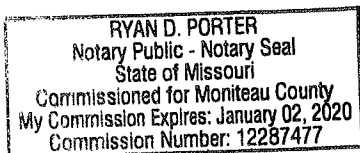
(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the

Kenny Lehman
President or other agent

of Lehman Construction 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 California, MO the day and year first above written.



(SEAL) Ryan D. Porter Notary Public

My Commission expires January 02, 20 20.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lehman Construction, LLC
900 Russellville Road
California, MO 65018

SURETY:

(Name, legal status and principal place of business)

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

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

OWNER:

(Name, legal status and address)

Boone County Commission
Boone County Gov't Center, 801 E. Walnut
Columbia, MO 65201

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

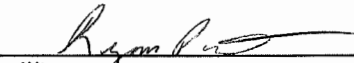
Boone Co. (Columbia) Rangeline Road Bridge Replacement

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

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

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

Signed and sealed this 12th day of April, 2018



(Witness)



(Witness) Casey M. Parisoff

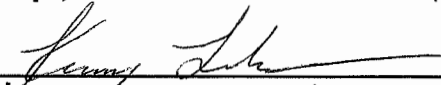
Lehman Construction, LLC

(Principal)

(Seal)

No Seal

By:



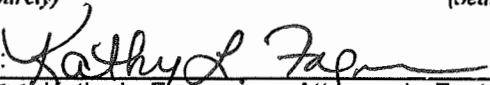
(Title) MANAGING MEMBER

International Fidelity Insurance Company

(Surety)

(Seal)

By:



(Title) Kathy L. Fagan Attorney-in-Fact

Surety Phone No. 972-398-6953

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

CASEY M. PARISOFF, VICKIE J. NICKEL, LISA A. SUMMERS, RAYMOND C. RITCHEY JR.,
KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS.

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of APR 12 2018

MARIA BRANCO, Assistant Secretary



900 RUSSELLVILLE RD.
CALIFORNIA, MO 65018
www.lehmanconstructionllc.com

PHONE (573) 796-8101
FAX (573) 796-8293

CCR # 5UU77
Duns # 790620756

Bank:

Commerce Bank
209 E. Main St
California, MO 65018

Financial References:

Officer - Brandon Garber or Brad Clay 800-453-2265
We will authorize any information you may need. If further information is needed, such as a full financial statement, one can be provided upon request.

Administrative Management

SUPERVISION AND PROJECT MANAGEMENT

~ Kenny Lehman: 32 years experience in water, utilities, wastewater, concrete paving, concrete structures, and excavation.
~ Ryan Porter: 13 years experience in construction management, inspection, and estimating
~ Brett Hall: 17 years experience in drafting, construction management, inspection, and estimating
~ Bonnie George - 35 years experience of Finance administration, and oversight.
~ Jason Nilges - 22 years experience in Heavy Highway Construction inspection.

Supervisory Personnel Experience

Field Management and Superintendents

~ Kenny Dean: 38 years experience in excavation, utility reconstruction, site work, concrete, and heavy highway.
~ Shannon Jenkins: 30 years experience in excavation, utility reconstruction, site work, concrete, and heavy highway.
~ Robert Lehman: 28 years experience in highway lighting, utility, concrete paving, wastewater treatment plant construction
~ John Kirchoff: 36 years experience in excavation, utilities, and concrete construction.
~ Jeremy Burger: 21 years Bridge Construction, Carpentry, Concrete paving, concrete structures.
~ Matt Oswald: 21 years crane operator, bridge foreman, Bridge paving operator.
~ Jerome Weiburg: 31 years experience in excavation, utilities, and concrete construction
~ Danny Monroe: 19 years experience in concrete paving, and concrete structure construction.
~ Kurt Birdsong: 19 years experience in excavation, utilities, and concrete structure construction.
~ Shane Frank: 15 years experience in Bridge Construction and concrete structure construction.
~ Jason Hall: 25 years experience in Bridge Construction and concrete structure construction.

Insurance

CornerStone Insurance Group (913) 378-1050

Bonding

CornerStone Insurance Group
Phone (913) 378-1050
Contact: Casey Parisoff

Trade References

Fischer Concrete Service
2300 Clinton Rd
Sedalia, MO 65302
(660) 826-3122 Fax: 660-826-3124

Construction Anchors, Inc.
13900 E. 350 Hwy
Kansas City, MO 64138
816-525-3640 Fax: 816-525-4533

Boehmer Bros. Utility Supply
PO Box 325
Foristell, MO 63348
636-463-1384 Fax: 636-673-1340

Nu Way Concrete Forms Central, Inc.
3100 South Ten Mile Drive
Jefferson City, MO 65109
800-345-9154 Fax: 573-893-8737

James Drew Corp.
1578 Boonville Rd
Sedalia, MO 65301
660-826-2335 Fax: 660-827-6414

COMPANY OWNED EQUIPMENT FOR CONSTRUCTION

- 1 1993 Caterpillar D8N SU BLADE
- 1 2010 Caterpillar D6TXW DOZER
- 1 2011 Caterpillar D6KXW Dozer
- 1 2008 John Deere 650J LGP Dozer
- 1 2006 Bedding Box 7 yard
- 1 2009 Thawzall, Concrete cure machine **FUSION 1500**
- 1 2017 Hammer and Steel Vibrating Hammer
- 1 2010 Delmag D19-42 Pile Hammer
- 1 2012 Manitowac 11000-1- 110 Hydraulic crawler crane
- 1 2013 Tando Mantis 77T Hydraulic crawler crane
- 1 2014 Zoomlion ZCC1100H - 110 Hydraulic crawler crane
- 1 2016 Manitowoc Model MLC 165 Lattice Hydraulic Crawler Crane (180 ton)
- 1 2014 Komatsu PC 490
- 1 2009 Komatsu PC450 w/ 12,000LB rock break hammer
- 1 2012 Komatsu PC 360LC-10 excavator
- 1 2014 Komatsu PC 360LC-10 excavator
- 1 2010 Komatsu PC360 LC-7 excavator with 7000LB rock break hammer
- 1 2009 Komatsu PC 228 USC-8 without thumb
- 1 2015 Komatsu PC360 LC-10 excavator
- 2 2016 Komatsu PC228USC-8 one with Thumb
- 1 2010 Komatsu PC240 -10 excavator
- 1 2013 Komatsu PC240LC-10 excavator
- 1 2017 Plate Compactor and Bracket Cap for 240
- 1 2016 Komatsu PC308 excavator with 5000LB rock break hammer
- 1 2014 Komatsu PC 138USLC - Excavator with 24" and 36" bucket
- 1 2017 Montabert Plate Compactor and Bracket
- 2 2014 Kubota KX080 with Thumbs mini excavators
- 1 2009 Kubota KX161-3 Mini Excavator
- 1 2008 Kubota KX08003R3 w/ Hammer
- 1 2006 Kubota mini excavator
- 1 2002 Midland Road Widner SPJD
- 1 2014 Multi Gang Slab Rider (EZ Drill)
- 1 2014 CD85 Epoxy machine
- 1 2015 Wirtgin SP94i Concrete Slipform Mainline Paver
- 1 2007 Terex SF 2204 HWV Concrete Variable Width Paver
- 1 2003 Gomaco GT3600 curb machine
- 1 2006 Gomaco C-450x Bridge Deck Paver
- 1 1991 Gomaco finish and Cure Machine
- 1 2010 Gomaco RTP500 Concrete Placer
- 1 1980 Gomaco Rake and Cure machine
- 1 2003 Gomaco 9000 Grade Trimmer
- 1 2008 Cemco 240 Concrete Plant Central Mix Wet or Dry Batch
- 1 2015 Cemco 240 Concrete Plant Dry Batch
- 1 2004 35kW 120/230 volt generator skid mount

- 1 2016 Sioux HM 1.7 concrete plant water heater-Portable
- 1 2007 Komatsu WA 250 Loader
- 1 2007 Volvo 3CY Wheel Loader
- 1 2014 Komatsu WA 500 Loader
- 1 2006 Case 580 4x4 super M+ extend-a-hoe
- 2 2007 Case 580 4x4 super M+ extend-a-hoe Anniv edition
- 1 2007 IngersolRand SD 70 vibratory compactor /bolt on padfoot
- 1 2003 IngersolRand SD40 Vibratory compactor /bolt on pad foot
- 1 2001 Caterpillar Roller CS-563DAW (84" Drum) 12 Ton sheep foot roller
- 1 Caterpillar Roller CS-433E
- 1 1998 Bomag 10 ton sheeps foot
- 1 Freightliner Water Truck S/A
- 1 Kenworth 3500 Gal. Tanker Truck T/A
- 5 2014 Kubota Skidsteer SLV90-2H (Rubber Track)
- 1 2016 Kubota Skidsteer SVL95-2s (Rubber Track)
- 2 2007 Broce Ride on Brooms
- 1 Hydro Platform HPT 32 Trailer Mounted - Snooper trailer
- 1 2005 Caterpillar 135H Motor Grader
- 1 2010 Caterpillar 953D High-Lift
- 1 2010 Caterpillar 963D High-Lift
- 1 2005 Caterpillar 953C High-Lift
- 1 2009 60' JLG Manlift
- 1 2010 64' JLG Manlift
- 1 2014 Kenworth Road Tractor TRI/A
- 1 2014 Loading Lowboy Trailer/2014 Loading Stinger/14FTA/S
- 1 2005 Komatsu HM300-2 Haul Truck
- 1 1996 Kenworth Road Tractor TRI/A
- 1 2007 Kenworth Road Tractor TRI/A
- 1 2006 LOADKING Lowboy Trailer/2006 LOADKING STINGER/14FTA/S
- 2 53FT TRANSCRAFT FLATBED
- 2 53' WABASH VAN TRAILERS
- 2 42 FT FLAT BED CT/A
- 1 2007 TRANSCRAFT STEP DECK T/A/SP
- 1 1988 Ford LTL9000 T/A
- 1 2010 FLATBED GREAT DANE HIBOY CLOSED T/A/
- 1 1964 Moser Tank Trailer
- 2 Water Trucks
- 3 Dump Trucks
- 2 Concrete Mixer Trucks
- 15 Fleet Pick Up Trucks
- 1 2004 20' long Motor Boat
- 1 1988 24' Pontoon boat
- 1 2006 Finn Straw Blower
- 1 2016 Portable Netvision CCTV Trailer (Solar powered security)
 - Silt Fence Plow
 - Trailer mount 6" dry prime (diesel powered)
 - Trailer mount 5" pump (gas powered)
 - Portable 3" pump (gas powered)
 - Portable 2" pump (gas powered)
 - (3) portable 2" pump (electric powered submersible)
 - Light Plants 4
 - (5) Air Compressors
 - (7) Welders
- 16' x 8', 16' x 6', and 16' x 4' trench stackable OSHA Approved safety boxes
- Piling and shoring needed for excavation capable of meeting OSHA's safety regulations.

Employee Certification Programs: AWS Welder Certifications, ATSSA Traffic Flagging Certification
MoDOT Advanced Work Zone, NCCCCO operator certifications

Achievements:

- * MoDOT Heavy Volume Contractor "Top Achiever" for Quality, Prosecon, and Progress 2012, 2014, and 2015
- * 2015 Missouri/Kansas Chapter, ACPA -Best Portland Cement Concrete Reliever & General Aviation Airport Paving Project "Jefferson City Memorial Airport"

Work History of Company Projects Completed:

Year	Contract	Scope of Project	Contact Person
------	----------	------------------	----------------

	Value		
2017	\$752,259	126' - 3 span solid slab bridge on Rte BB in Seymour, MO over Finley Creek	MoDOT Brad Gripka
2017	\$792,094	Rte. H - 391' bridge rehab over Salt Fork River near Nelson, MO	MoDOT Zachary Walker
2017	\$1,485,837	221' - 4 Span Bridge over US 61 in Palmyra, MO	MoDOT Marty Lincoln (573) 581-8320
2017	\$2,868,553	364' long 3 span plate girder bridge over Sinking Creek, Eminence, MO	MoDOT Audie Pulliam
2017	\$2,110,589	Jefferson City Stadium and Jefferson St Intersection Roundabout Construction	City of Jefferson David Bange
2017	\$526,072	140' Precasts Slab Beam Bridge over Cedar Creek Near El Dorado Springs	Cedar County Commission Jeff Banderet - GRE
2017	\$408,798	Sedalia, MO Oak Grove Ln/ Hwy 50 Intersection Reconstruction and Signal upgrade	City of Sedalia Devin Lake
2017	\$1,130,950	Johnson County (4) Redecks; Rte. OO (115') Rte. 23 (147'); Rte. 131 (155'); Rte. 131 (125')	MoDOT Brian Iles
2017	\$4,965,860	Rte. 36 - MU Ag-Expo Overpass in St. Joe, MO 251' - 4 span bridge and 18,163 SY of PCCP 7314 SY A2 shldr and storm sewer, etc	MoDOT Greg Stervinou
2017	\$539,880	135'; 3 span Bridge Replacement over Frederick Creek	Oregon County Commission Jeff Banderet - GRE
2017	\$1,925,514	Rte. 19- 233'-6"; 3 span bridge over Crooked Creek Rte. M- 251'-3"; 3 span bridge over Crooked Creek	MoDOT Dennis Krenning
2017	\$579,800	California Sewer Improvements 3000' of 8" San. Sewer and Laterals	City of California Kyle Wirts
2017	\$654,476	126' - 3 span bridge over Dry Sac Creek Near Fair Grove, MO	MoDOT Brad Gripka
2017	\$399,544	Bridge Int Bent, Scour Repair in Gasconade River, Near Mt. Sterling, MO	MoDOT Jefferson City, Project Office
2017	\$597,609	Marshall, MO Concrete Lift Station and pumps	Marshall Municipal Utilities Lamp Rynerson Eng
2017	\$777,596	Rte. V Phelps County Road Widening - Concrete Paving	MoDOT St James Project Office
2016	\$149,596	Rte. 44 Ourter Rd Culvert Replacements	MoDOT St. James Project Office
2017	\$642,168	165' - 3 span precast slab beam on Oscar Talley Rd Over Indian Creek	Great River Engineering Spencer Jones
2017	\$606,426	140' long 2-span bridge over Salt Creek Chariton County - Brunswick	Great River Engineering Lindsey Chaffin
2016	\$204,622	Rte W Slide Repair in Linn, MO with Precast Blocks anchored into rock face	MoDOT Jefferson City Project Office
2016	\$398,551	Strip Seal Expansion Joint Replacements on (2) Bridges	MoDOT Hannibal Project Office
2016	\$716,245	203' - 3span bridge over Crider Creek	MoDOT St. James Project Office
2016	\$250,878	Bridge End Bent Remove and Replace Support bridge end during reconstruction	Danny Brown Crawford County
2016	\$489,447	Montgomery City Elk Horn Basin Concrete Lining	Mark Bross Klingner and Associates
2016	\$413,926	252' Redeck over South Moreau Creek, Rte. 87 Olean, MO	MoDOT Camdenton Project Office
2016	\$221,117	Rte. 29 (2) Slide Repairs in Taylor, MO	MoDOT Hannibal Project Office
2016	\$485,643	Design Build - 146' long x 18" Form lined Cast in place Retaining Wall (Slide Repair)	MoDOT St. James Project Office
2016	\$304,524	180' Redeck on Rte. M over Haw Creek - Stover, MO	MoDOT Camdenton Project Office
2016	\$1,302,814	Forum Blvd 10' wide concrete trail and 313' long pedestrian bridge (4) span over Hinkson Creek	City of Columbia Dave Fennwald
2016	\$5,658,548	240' (3) span bridge over NFS and 300,000CY Of Embankment for Grade Separation	MoDOT Troy Project Office
2016	\$39,778	Burgers Smokehouse Lower Parking Lot 250'x15' w/ 6" integral curb	Burgers Smokehouse Allen Schiedt

2014	\$283,155	127' Bridge Redeck in Barton County	MoDOT Joplin Project Office
2014	\$5,400,000	Overpass Construction at Intersection of Rte. 13 and Hwy 82 in Osceola, MO (Bridge and Paving)	MoDOT Clinton Project Office
2014	\$660,920	1- 267' and 1- 109' Redeck on Rte. M in Jasper County	MoDOT Joplin Project Office
2014	\$269,936	Hickory County 70' single span precast panel bridge	Spencer Jones Great River Engineering
2014	\$209,646	Sedalia Streetscape Phase IIIa San. Sewer 700' with 4MH in Alley 12+ deep	Engineering Surveys and Services
2014	\$584,980	Chariton 2 Span Bridge Replacement 135' Precast Girder Bridge	Spencer Jones Great River Engineering
2014	\$357,619	St. Claire County 2 Span 133.5' steel girder bridge	Spencer Jones Great River Engineering
2014	\$5,182,170	Lousiana Waste Water Treatment Plant Clarifier, Aeration Basin, Etc.	Mark Bross Klingner and Associates
2014	\$779,483	275' Three Span Bridge McDonald County Over Big Sugar Creek	Spencer Jones Great River Engineering
2014	\$320,951	90' Single Span Bridge on Rte. WW Marceline, MO	MoDOT James Gillespie
2013	\$2,866,966	Rte. B Bridge Rehabilitation - Hydor Demo Latex overlay and overhang replacement	MoDOT Terry Imhoff
2013	\$1,295,663	(2) 240' Redecks over I-44 in Laclede County	MoDOT Dennis Krenning
2013	\$1,182,441	Stoney Gap Sanitary Sewer - 4000' of 8" Sanitary Sewer and Recirculating Sand Filter	Integrity Engineering Terris Cates

2013	\$1,316,508	400' Bridge Construction over Pomme De Terre River, Bolivar, MO	Spencer Jones Great River Engineering
2013	\$879,997	Sidewalk, ADA Ramps, 8" waterline and misc San. Sewer Improvements, City of California	Kyle Wirts City of California
2013	\$770,270	Pedestrian Trail and bridge for Green Briar Trail, Columbia, MO	Dave Bugg City of Columbia
2013	\$658,361	348.5' Bridge Redeck over I-55 in Scott County	Brian Holt MoDOT
2013	\$3,339,613	Concrete Pavement and Grading and Bridge Construction, Rolling Hills Rd, Columbia, MO	Dave Bugg City of Columbia
2013	\$2,873,919	40,000 LF of 8" Wastewater Collection System 5 lift stations, Taos, MO	Ron Shy All State Consultants
2013	\$879,913	594' Bridge Redeck over Stockton Lake Rte. CC Greenfield, MO	Greg Chapman MoDOT
2013	\$10,059,219	Rte. 43 and Zora Overpass, Joplin, MO (1) Bridge over Rte. 43 and (1) over KCSRR	Greg Chapman MoDOT
2013	\$3,514,293	Rte. 160 Complete Bride Removal and Replacement Of overpass over I-44	Brad Gripka MoDOT
2013	\$378,215	Bridge Rehab, Substructure repair and 500' of Pedestrian Rail installation	Roger Clark City of Branson
2013	\$485,922	3500 LF of 8" Sewer Main construction 1 12'-18' deep excavation - Maple Bluffs Sewer	Lindsey Schaffer City of Columbia
2012	\$74,845	Rte. 51 Bridge Rail Replacement over Drainage Ditch	Audie Pulliam MoDOT
2012	\$5,495,167	Hwy 71 Outer Rd Construction with 650' Bridge over Bates Drainage Ditch and 150' bridge	Rany Aulbur MoDOT
2012	\$889,242	180' Triple Span Bridge over Little Sac River Along with Asphalt pavement	Greene County Hwy Commission
2012	\$121,580	Rte. H over Cuivre River Bridge Patch Work	Rick Domalzski MoDOT
2012	\$605,993	203' - 3 Span Concrete Girder Bridge over Big Creek	Jerry Stevenson Harrington and Courtelyou
2012	\$3,739,813	Rte.54 Safety Crossover Construction, J-turns and paving	Terry Imhoff MoDOT
2012	\$450,532	Single Span Bridge over UPRR, Cooper County	Ed Brickner Cooper County
2012	\$275,417	7500' of Sidewalk along Hwy 50 in Pettis County with ADA Ramps	Brian Iles MoDOT
2012	\$131,798	City of California Sludge Basin Seal Repair	Kyle Wirts City of California
2012	\$588,464	89' bridge on Rte. 85, Installing pipe crossing on Rte. 169	Larry Jacobson MoDOT
2012	\$643,211	Buechter Bridge Rd Replacement, 207' Bridge Over Tavern Creek	Brian Duncan Miller County Comm
2012	\$143,089	Smith Street Reconstruction, California, MO	Steve Lepage Central Missouri Engineering
2012	\$382,500	Single Span 110' Bridge-Removal and Replacement	Steve Brown Great River Engineering
2011	\$2,988,594	(4) Railroad Bridges-Removal and Replacements	Travis Lynch Army Corp of Engineers
2011	\$130,000	Air Handler and Roof Replacement Jefferson City, MO	Gene Cook Missouri Bankers Assc.
2011	\$104,000	Street and Sidewalk Enhancements Cole Camp, MO	John Sanders MoDOT
2011	\$487,500	Bridge Replacement over Mouniteau Creek Roacheport, MO	Chuck Sullivan MoDOT
2011	\$730,000	Super Structure Replacement, Rte. 94, over Auxvasse Creek	Chuck Sullivan MoDOT
2011	\$933,500	County House Greenway Trail and Pedestrian Bridges	David Bugg (573) 874-7251 Columbia

2011	\$420,000	Bridge Redeck on Rte. CC Montgomery County	Marty Lincoln (573) 581-8320 MoDOT
2011	\$1,385,000	(4) Bridge Redecks, Pike, Ralls, and Lincoln County	Jerad Noland MoDOT
2011	\$6,760,000	Bridge Rehab over BNSF Rail Yard on Kansas Expressway	Jonnie Tiegarden MoDOT
2011	\$2,747,798	(3) Remove and Replace Bridge's, Nevada Missouri	Randy Aulber MoDOT
2011	\$1,280,000	(2) Bridge Redecks for Lafayette County (1) over KCSRR	Brian Iles MoDOT
2011	\$4,220,391	WWTP and Sewer construction for City of California	Bob Gilbert Bartlett and West
2011	\$162,378	Precast Bridge over Watkins Ford	Jason Mueller Harms Engineering
2010	\$229,689	90' Bridge over little Moniteau Creek	Gary Strack Shafer, Kline & Warren
2010	\$70,000	Emergency Storm Sewer Improvement	Chuck Sullivan MoDOT 573-999-7350
2010	\$399,911	134' New Bridge in Hermitage	Steve Brown Great River Engineering
2010	\$408,693	Green Meadows Intersection Improvements	David Nichols City of Columbia
2010	\$388,978	Stadium Sidewalk Improvements	David Nichols City of Columbia
2010	\$165,290	East Side Sidewalk Improvements	David Nichols City of Columbia
2010	\$199,748	Cooper County Culvert Repair Restoring Historic Wall and Culvert	Chuck Sullivan MoDOT 573-999-7350
2010	\$3,974,164	Widening Hwy 65 through Lincoln, MO 2miles (2 lanes to 5 lanes)	John Sanders MoDOT
2010	\$1,735,000	Two New bridges (1 over UP railroad and other over Salt Fork Creek)	Lindsey Stufflebean Shafer, Kline & Warren
2010	\$1,799,992	3 Bridge Redecks on Rte. 65 North	John Sanders MoDOT 660-281-1296
2010	\$148,676	Highway 13 Paving	Lee Hardy Phillips Grading
2010	\$156,972	48' Aluminum Box culvert	Gary Strack Shafer, Kline & Warren
2010	\$114,000	Levee Repair on Moreau River	Phillip Burger Burgers Smokehouse
2010	\$348,131	Rte. 54 Sidewalk Improvements	City of Osage Beach Nick Edelman
2010	\$175,241	Rte. AC Bridge Redeck	MoDOT- Marshall Aaron Peck
2009	\$13,923,564	Widening 3 mile stretch of Highway 763 from 2 Lanes to 5 Lanes	MoDOT - Boone County Susan Ball (573) 884-4751
2009	\$339,978	New 115' Bridge, Warrensburg	Josh Seaboldt 816-421-8386
2009	\$1,275,000	Redeck 5 Safe and Sound Bridges, Pettis and Benton Counties	MoDOT-John Sanders 660-281-1296
2009	\$1,280,000	Brown School Road Improvements	City of Columbia David Bugg (573) 874-7251
2009	\$1,657,000	Walnut Acres Road Bridge	Cole County Public Works Eric Landwehr (573) 636-3614
2009	\$560,000	Route I-70 Pavement Replacement	MoDOT - Montgomery County Marty Lincoln (573) 581-8320
2009	\$602,600.87	Route 163 Install Barrier Wall & Turn Lane	MoDOT- Boone County Susan Ball (573) 884-4751
2008	\$508,000	East Captial Steet Reconstruction	City of Jefferson Johnny Voss (573) 291-1360
2008	\$253,000	Bahner Quarry Rd 3 Span Bridge	Moniteau County Kim Role (573) 338-1549

2008	\$173,000	Industrial Bridge Box Culvert	City of St. James (573) 265-1144
2008	\$1,050,000	Partnership Parkway Street and Box Culvert	Jeff City Chamber of Commerce (573) 634-3616
2008	\$1,650,000	Route 135 MoDOT Bridge over Lamine River	MoDOT - Pettis County Eric Bruss (660) 530-5583
2008	\$250,000	Jefferson City Pipe Bridge	City of Jefferson Eric Seaman (573) 634-6410
2008	\$191,000	Carroll County Bridge	Carroll County Commission (660) 542-2828
2008	\$125,000	Washington Street Storm Sewer Improvement	City of Warrensburg Bob Crumb (660)-747-9135
2008	\$40,000	Holden Street Storm Sewer	City of Warrensburg Bob Crumb (660)-747-9135
2007	\$500,000	Vaughn Subdivision	Kenny Vaughn
2007	\$1,200,000	Hubbard Park CSO Contract 4 Separation of Storm Sewer and Sanitary Sewer	City of Sedalia Bill Beck (660) 827-3000
2007	\$1,100,000	Slater Storm Drainage	City of Slater (660) 529-2456
2007	\$430,000	MoDOT J5S0521/J5S0858 Bridge	Eric Bruss P.E. (660) 530-5583
2007	\$596,000	MoDOT J3S0488 Bridge	Martin D. Lincoln P.E. (573) 581-8320
2007	\$1,450,000	Columbia Regional Airport Construction of Aviation Apron	Kathy Frerking (573) 442-9770
2007	\$505,000	Northeast Interceptor Sewer Warrensburg, MO	City of Warrensburg (660) 747-9135
2007	\$290,000	Pleasant Hill Road Bridge	Moniteau County Kim Role (573) 338-1549
2007	\$191,000	Pettis County Bridge	Pettis County (660) 827-0052
2007	\$50,000	Southwest Village Drainage	City of Sedalia Bill Beck (660) 827-3000
2007	\$875,000	Business 65 Sanitary Sewer	Cliff Jarvis, Engineering Survey and Services
2007	\$2,300,000	Elkhorn Wastewater Treatment Plant	City of Montgomery, MO Russ Burton (573) 808-3236
2007	\$500,000	Benton County Bridge Replacement (3 Span Concrete Girder	Benton County Gale Denison
2007	\$300,000	Morgan County Bridge Replacement (2 span Steel Girder	Morgan County Brian Orr
2006	\$2,800,000	MoDOT J2P0702 BUS 65 Saline County Road Widening, Sanitary and Storm System Improvements	Kurt Wengert (660) 886-2115 Resident Engineer

		Owner: MoDOT Engineer: MoDOT Scope: Road widening, Sanitary and Storm sewer improvements for approximately 7,000 of Bus. 65 in Marshall, MO.	
2006	\$500,000	Moniteau County Bridge (3 span Concrete Girder)	Moniteau County Tony Barry
2005	\$1,800,000	Hubbard Park CSO Separation Contract No. 2 Sanitary Sewer Improvements Owner: City of Sedalia Engineer: Burns and McDonnell Engineering Scope: Installation of approx. 7,700 LF of Sanitary Sewer main.	City of Sedalia Bill Beck (660) 827-3000
2005	\$275,000	Street Reconstruction - City of Jefferson	Johnny Voss (573) 291-1360
2005	\$180,000	Bridge Replacement - Osage County Linn, MO	Osage County Commission (573) 897-9964
2005	\$147,000	Bridge Replacement - Gasconade County Hermann, MO	Great River Engineering
2005	\$207,000	MoDOT District 4 Lafayette County Rest area sidewalk replacement	Royce Duffett Project Manager
2004	\$960,000	Willcox East High Street Storm/Sanitary Sewer Improvements Owner: City of Jefferson Engineer: City of Jefferson Engineering Scope: Complete reconstruction of East High Street.	Matt Morash Dept Director Engineer John Voss Inspector (573) 291-1360
2004	\$330,000	City of Jamestown water system improvements	Linda Logan (573) 893-5558
2004	\$320,000	Sunset Lake Road and Stormwater Improvements #32076	Matt Morash (573) 634-6410
2004	\$340,000	Boones Landing foundation subcontract	Terry Johnson (503) 559-7415
2004	\$143,000	Aqua Drive Roadway	(573) 302-2042
2004	\$360,000	Sunset Drive 0B04-004 Roadway Improvements	Eric Hibdon Archr Engineers (573) 348-3222
2004	\$66,000	North Hickman Sanitary Sewer Extension	City of Centralia
2003	\$420,000	Hidden Meadows Subdivision 3300 LF of street paving and storm water.	Larry Henley (573) 796-2095
2003	\$126,000	Habitat for Humanity Pike and Oregon Development Storm/Sanitary Sewer	CMPS
2003	\$88,280	Osage Hills Road Embankment Stabilization	Harms Engineering
2000-2003	\$400,000	Cooper County Box Culverts and Low water Crossings (Various contracts)	Cooper County
2002	\$540,000	Clarifier #3 Lake Ozark Osage Beach Joint Treatment Facility	Jerry Harms (573) 392-3312
2002	\$196,000	Rock Lane Road and Water Improvements	Engineering Dept.
2002	\$191,000	2nd Street Reconstruction	All State Consultants Chayd Sayre
2002	\$140,000	Heisinger Pedestrian / Bike Trail	MECO Linda Logan
2001	\$225,000	Dude Ranch/Passover Rd - Chemical Feed Facility	Nick Edleman or Shelly Hall City of Osage Beach
2000	\$60,000	Hwy 100 Water and Sewer Relocation	City of Chamois Trabue, Hansen, and Hinshaw

1999	\$195,000	Cole R-5 WWTP	Eugene, MO ESS David Bennet
1999	\$190,000	Proctor Park Sanitary Sewer Ext and Truck Main	City of California Jerry Harms

\$224,963,806

Work in Progress

Year	Project	Owner	Engineer	Value
2016	468' long 3-span plate girder bridge over Meramac River	Franklin County	Cochran Engineering Brad Dunagan	\$4,289,738
Start Jan 2016	Fulton Wastewater Treatment Plant Improvements	City of Fulton	Brandon Coleman HDR Engineering	\$8,875,592
2016	Bus. 65 Grade Separation over BNSF RR - MSE Wall and 80'x419' Bridge	MoDOT	Springfield, MO Project Office	\$7,739,773
Start July July 2018	Rte. 160 and Hwy 76 Roundabout in Forsyth, MO	MoDOT	Branson, MO Project Office	\$844,730
Start December 2018	Burgers Smokehouse Road Widening - 450' of 24' Roadway	Burgers Smoke house	Allan Schiedt Burgers Smokehouse	\$105,413
Start June 2017	Rte. 76, 1010' Bridge replacement over Bull Shoals Lake Near Forsyth, MO	MoDOT	Branson, MO Project Office	\$8,703,893
Start Dec 2017	Rte. 72 Hwy Extension 3000' of 4 lane highway and 240' 3 span bridge over BNSF	City of Rolla	Darin Pryor City Engineer	\$5,297,097
Start March 2018	Robertson Cedar Ridge Estates Subdivision Roadway and Utility Const	Mike Robertson	Mike Robertson	\$346,979
Start Dec-17	Crawford County Blunt Rd 100' Precast slab beam bridge over Courtious Creek	Crawford County Commission	Great River Engineering Jeff Banderet	\$337,652
Start April 2018	Rte. D Bridge over BNSF Railroad 182.5' - 3 span radius bridge and 13,406 CY of Embankment	MoDOT	St. James Project Office	\$1,441,099
Start Dec-17	Boonville, MO WWTF Flow Equilization Concrete Basin Construction	City of Boonville	MECO Engineering Scott Vogler	\$2,195,102
Start April 2018	Rte. B - Phelps County 356' - 3 span bridge w. 30K CY of fill Over Bourbeuse River	MoDOT	St. James Project Office	\$1,808,564
Start June 2018	Rte. 161 Montgomery County 228' - 4 span bridge over I-70 in Mineola, MO	MoDOT	Troy Project Office	\$2,192,596
Start June 2018	Rte. A Miller County 260' redeck over Tavern Creek Near St. Anthony, MO	MoDOT	Osage Beach Project Office	\$393,721
Start March 2018	Cargill Feedmill Parking Lot	Cargill	Jon Roberts Feedmill Supervisor	\$39,903

If you have any questions, please contact Kenny Lehman at our office (573) 796-8101
or on his cell (573) 659-1829. Thank You.

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

Revised 1/17/2018

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: Rangeline Road Bridge Replacement

Project No.: 18-12APR18

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

_____ Dollars,

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

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

Project Name: Rangeline Road Bridge Replacement

Project No.: 18-12APR18

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: _____

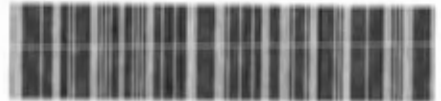
SURETY COMPANY _____

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: _____



53648151003

RANGELINE ROAD BRIDGE REPLACEMENT

Project Number: N/A

Bid Number: 18-12APR18

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

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

*PROJECT MANAGER

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



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

Shafer, Kline & Warren, Inc.
MO Engineering Corp. # 000143
3200 Penn Terrace, Suite 100
Columbia, Missouri 65202
Phone: 573-442-4537
Fax: 573-442-4543

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

INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form	2.1-2.3
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form.....	4.3
Work Authorization Certification.....	4.4-4.5
Individual Bidder Certification.....	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder.....	7.1
Bidder's Acknowledgement.....	8.1
Insurance Requirements.....	9.1- 9.2
Contract Conditions.....	10.1-10.8
Sample Contract Agreement.....	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements.....	14.1
Affidavit-Prevailing Wage.....	15.1
Contractor's Affidavit Regarding Settlement of Claims.....	16.1
General Specifications.....	GS.1-GS.7
Technical Specifications.....	TS.1-TS.37
General Provisions (Other Than MoDOT).....	GP
Job Special Provisions.....	JSP
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions.....	APPENDIX B
Project Plans and/or Details.....	APPENDIX C
Environmental and Cultural Permits and Clearances.....	APPENDIX D
Geotechnical Report.....	APPENDIX E

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

THIS PAGE INTENTIONALLY LEFT BLANK

NOTICE TO BIDDERS

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

Project Name:

RANGELINE ROAD BRIDGE REPLACEMENT

Project Number:

N/A

Bid Number:

18-12APR18

Scope of Project Construction:

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

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **March 29, 2018 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on April 5, 2018.** **Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

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

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on April 12, 2018** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

50 Working Days from start date and must be completed by October 12, 2018. Working day count will begin on the agreed upon Notice to Proceed date. Earliest start date will be July 16, 2018. Work within the stream is prohibited from March 15th thru July 15th each year due to a fish spawning restriction as documented in the National Heritage Review Report included in the project specifications.

Liquidated Damages:

\$1,000.00 per Working Day beyond the Contract Time.

Anticipated Notice To Proceed Date:

On or about May 3, 2018, the construction contract should be approved by the Boone County Commission. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required.

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$45.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

**Boone County Roadway
Regulations Chapter II:**

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

**MoDOT Standard
Specifications:**

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

MUTCD:

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

THIS PAGE INTENTIONALLY LEFT BLANK

ITEMIZED BID FORM
WORK PERFORMED BY THE CONTRACTOR

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Rangeline Road Bridge No. 3380002					
1	Clearing & Grubbing (Approx 0.25 Acres)	L.S.	1		
2	Removal of Existing Improvements	L.S.	1		
3	Excavation	C.Y.	575		
4	Embankment	C.Y.	1,742		
5	Excavation for Structures	C.Y.	56		
6	4" Rolled Stone Base (MoDOT Type 1)	S.Y.	1,599		
7	7" Plant Mix Bituminous Base	S.Y.	1,599		
8	2" Plant Mix Bituminous Pavement Surface (BP-2)	S.Y.	1,599		
9	6" Crushed Stone Base (3.5" Minus)	S.Y.	476		
10	3" Crushed Stone Base (1.5" Minus)	S.Y.	476		
11	2" Crushed Stone Surface (MoDOT Type 5)	S.Y.	476		
12	Type A Rail	L.F.	25		
13	Type A End Section	EACH	1		
14	Guardrail Transition Section	EACH	4		
15	Type A Crashworthy End Terminal	EACH	3		
16	Fencing	L.F.	497		
17	Type 2 Rock Blanket w/ Geotextile Fabric	S.Y.	356		
18	Traffic Control	L.S.	1		
19	Mobilization	L.S.	1		
20	Construction Staking	L.S.	1		

ITEMIZED BID FORM
 WORK PERFORMED BY THE CONTRACTOR

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
21	HP10X42 Galvanized Structural Steel Piles	L.F.	225		
22	Pile Point Reinforcement	EACH	10		
23	Class MB-2 Concrete	C.Y.	25.4		
24	Slab on Steel Girder	S.Y.	142		
25	Fabricated Structural Steel	LBS	23,230		
26	SL-1 Rail on Bridge	L.F.	117		
27	Vertical Drains at End Bents	EACH	2		
28	Plain Neoprene Bearing Pads	EACH	8		
29	GRS Approach	L.S.	1		
30	Compaction Testing	L.S.	1		
31	Temporary Centerline Markers	EACH	16		
32	Erosion Control	L.S.	1		
33	Restoration	ACRE	0.6		
Rangeline Road Bridge No. 3380002 - Total Contract					

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email Address: _____

Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

THIS PAGE INTENTIONALLY LEFT BLANK

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

THIS PAGE INTENTIONALLY LEFT BLANK

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:

(Signature)

Dated _____, 20__.

(Print Name and Title)

NOTE:

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

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____

THIS PAGE INTENTIONALLY LEFT BLANK

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Certificate Holder address:

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

CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SALES/USE TAX EXEMPTION

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

WARRANTY AND GUARANTEE

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

Correction or Removal of Defective Work

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

One Year Correction Period

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

Maintenance Requirements

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

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

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (hereinafter referred to as the Contractor).

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount of

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

DATE OF AGREEMENT:

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

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

County Clerk

CONTRACTOR:

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

Secretary

Title: _____

Approved as to Legal Form:

County Counselor

Certification

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

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

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

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

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

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

_____, on this _____ day of _____, 20 _____

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

- A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. Commission:** Shall mean the Boone County Commission.
- C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

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

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted the percentage as provided in the Payments section of the Contract Conditions. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

- b. Written consent of the surety to such payment;
- c. Any other documents which may be required by the contract or the Engineer.

9.13.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

11.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. The County will spot-audit payrolls consistent with its obligations under state law, and Contractor shall promptly address any issues and/or provide additional information upon request by County to ensure compliance with the Prevailing Wage Law.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

11.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

THIS PAGE INTENTIONALLY LEFT BLANK

TECHNICAL SPECIFICATIONS

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

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

TABLE OF CONTENTS

DIVISION 1 – GENERAL REQUIREMENTS

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

DIVISION 2 – SITE CONSTRUCTION

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

SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

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

1.2 RELATED DOCUMENTS

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

1.3 CONTRACTOR USE OF PREMISES

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

1.4 COORDINATION

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

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

1.5 MEASUREMENT AND PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTAL PROCEDURES

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

1.3 CONSTRUCTION PROGRESS SCHEDULE

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

1.4 PROPOSED PRODUCT LIST

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

1.5 SHOP PLANS

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

1.6 PRODUCT DATA

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

1.7 MANUFACTURER'S INSTRUCTIONS

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

1.8 MANUFACTURER'S CERTIFICATIONS

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

1.9 SUBMITTAL

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

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

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

1.4 INSPECTION AND TESTING SERVICES

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 BARRIERS

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

1.3 WATER CONTROL

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

1.4 ACCESS ROADS

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

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 MAINTENANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 GENERAL

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

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 GENERAL

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

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

2.2 TEMPORARY SLOPE DRAINS

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

2.3 TEMPORARY DITCH CHECKS

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

2.4 SEDIMENT BASINS

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

2.5 TEMPORARY SILT FENCE

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

2.6 TEMPORARY PIPE

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

2.7 TEMPORARY SEEDING AND MULCHING

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

2.8 EROSION CONTROL BLANKETS

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

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

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

3.2 TEMPORARY SLOPE DRAINS

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

3.3 TEMPORARY DITCH CHECKS

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

3.4 SEDIMENT BASINS

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

3.5 TEMPORARY SILT FENCE

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

3.6 TEMPORARY PIPE

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

3.7 TEMPORARY SEEDING AND MULCHING

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

3.8 EROSION CONTROL BLANKET INSTALLATION

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

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 PERFORMANCE-BASED SPECIFICATION

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

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

2.2 LIME

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

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed, The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

3.2 LIME

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

3.3 FERTILIZER

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed $\frac{1}{4}$ to $\frac{1}{2}$ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type 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 Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

Except:

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

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

1.3 QUALITY CONTROL

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

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

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

**GENERAL PROVISIONS
(Other than MoDOT)**

GENERAL PROVISIONS – TABLE OF CONTENTS

General Special Provisions

304	Aggregate Base Course
310	Aggregate Surface
501	Concrete
616	Temporary Traffic Control
702	Load Bearing Piles
712	Structural Steel Construction
1036	Reinforcing Steel for Concrete

GENERAL SPECIAL PROVISIONS

General

The work of this project shall be performed in accordance with the "Missouri Standard Specifications for Highway Construction" English Edition, dated 2017 as amended or supplemented herein.

Materials will be accepted on the basis of certification of structural steel compliance and substantiating test reports furnished by manufacturers and/or fabricators.

DIVISION 300

BASES AND AGGREGATE SURFACES

SECTION 304 – AGGREGATE BASE COURSE

Delete Section 304.2 in its entirety and substitute the following:

310.2 Material. In lieu of furnishing crushed stone meeting the requirements of the “Missouri Standard Specifications for Highway Construction”, the Contractor shall provide aggregate base course as shown on the plans.

Delete Section 304.6 in its entirety and substitute the following:

304.6 Basis of Payment. Payment for accepted quantities of aggregate base course will be paid for in the Per Sq. Yds. Items, “ 6" Crushed Stone Base (3.5" Minus)” or “ 3" Crushed Stone Base (1.5" Minus)” or “ 4" Rolled Stone Base (MoDOT Type 1)”.

SECTION 310 – AGGREGATE SURFACE

Delete Section 310.2 in its entirety and substitute the following:

310.2 Material. In lieu of furnishing crushed stone meeting the requirements of the “Missouri Standard Specifications for Highway Construction”, the Contractor may provide aggregate of a size and grade that is normally used by the County.

Delete Section 310.5 in its entirety.

Delete Section 310.6 in its entirety and substitute the following:

310.6 Basis of Payment. Payment for accepted quantities of aggregate surface will be paid for in the Per Sq. Yds. Item, “ 2" Crushed Stone Surface (MoDOT Type 5)”.

DIVISION 500
RIGID PAVEMENTS

SECTION 501 - CONCRETE

Delete Section 501.3 in its entirety and substitute the following:

501.3 Mix Design. The contractor shall be responsible for the mix design. The Engineer assumes no responsibility for the volume of concrete produced or furnished for the work.

Actual mix design shall be prepared and submitted by the Contractor to the Engineer for his approval. The design shall be within the applicable limits of the specifications for the class of concrete specified in the contract.

Contractor shall provide certification from the concrete supplier that the plant has been calibrated by the Missouri Department of Transportation.

If certain testing procedures are specified for acceptance of materials in the "Standard Specifications", materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the requirements of the "Standard Specifications."

Concrete may be accepted on the basis of conventional field sampling and testing for characteristics such as slump and air, where specified, and test cylinders, with only intermittent or random plant inspection as deemed necessary for control by the project engineer. Under this system, arrangements should be made for the producer to state on the delivery ticket accompanying each load of concrete; the class of concrete being furnished, the weights of cement, aggregates and water used in the batch and the time of batching. Only supplier-certified cement may be used.

The testing lab can use sulfur mortar for capping compressive test cylinders or a reusable Neoprene Cap as approved by the Engineer.

Add the following as Section 501.4.1

501.4.1 Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples.

Add the following as Section 501.8.6

501.8.6 Water may only be added to the concrete mixture on-site if it has been withheld at the plant and the amount of water withheld is shown on the ticket, which may not be exceeded on-site and the water/cement ratio shall not exceed what was pre-approved. The Contractor shall submit for approval an on-site slump adjustment procedure prior to concrete placement.

Delete Section 501.10.2 in its entirety and substitute the following:

501.10.2 Required Air Content. Air-entrained concrete is required for all structural elements of concrete within this project as stated in Section 501.10. The minimum air content shall be 5% and the maximum air content shall be 7%. Any concrete outside of these limits will be rejected and not allowed to be placed. The Contractor shall be responsible for any and all concrete outside these specified limits.

DIVISION 600

INCIDENTAL CONSTRUCTION

SECTION 616 – TEMPORARY TRAFFIC CONTROL

Delete Section 616.10 and 616.11 in their entirety and substitute the following:

616.10 Basis of Measurement and Payment. This work will not be measured for payment, but will be considered a lump sum unit. Payment for this work will be included in the lump sum price for the item, Traffic Control.

DIVISION 700

STRUCTURES

SECTION 702 – LOAD-BEARING PILES

Delete Section 702.1 in its entirety and substitute the following:

702.1 Description. This work shall consist of furnishing and driving concrete and steel load-bearing piles to the bearing and penetration required, at the location shown on the plans.

702.3.1 Driving Equipment. In the fourth sentence, change the words “nominal axial compressive resistances” to “bearing values”.

Section 702.3.5 Hammer Energy; Delete (b) in the table for Structural Steel and substitute the following:

(b) 225 ft-lb/ton times the design bearing value in tons,
divided by the pile batter factor, B, if applicable.

Delete Section 702.4.10 in its entirety and substitute the following:

702.4.10 Dynamic Bearing Formula. The following formulas shall be used as a guide to determine the safe bearing value of piles when other methods of determination are not specified in the contract documents:

Single acting Hammers.	$P = \frac{2WH}{(S+0.1)} \times \frac{2W^a}{(W+w)}$
------------------------	-----------------------------------------------------

Double acting hammers and diesel powered hammers with enclosed rams and bounce pressure gauges	$P = \frac{2E}{(S+0.1)} \times \frac{2W^a}{(W+w)}$
------------------------------------------------------------------------------------------------	----------------------------------------------------

All other diesel powered hammers unless tested as specified in Sec. 702.3.1.	$P = \frac{2(0.75E)}{(S+0.1)} \times \frac{2W^a}{(W+w)}$
------------------------------------------------------------------------------	----------------------------------------------------------

^aThe value of $\frac{2W}{(W+w)}$ shall be considered one if 2W exceeds W+w.

P = safe allowable bearing value in pounds.

W = weight of striking part of hammer in pounds.

w = weight of pile and mandrel in pounds.

H = height of fall in feet.

E = manufacturer's rated energy in foot-pounds per blow at manufacturer's rated speed, or in case of a diesel hammer equipped with a bounce pressure gauge the actual energy shown by the gauge chart.

S = average penetration in inches per blow for 10 to 20 consecutive blows, measured along the pile batter, if applicable.

Delete Section 702.4.10.2 in its entirety and substitute the following:

702.4.10.2 For piles driven to a batter, the safe allowable bearing value, P, in the equations provided in Sec 702.4.10 shall be divided by the pile batter factor, B, in order to calculate the value of S, the average penetration per blow.

$$B = \frac{0.1(10-m)}{(1+m^2)}, \text{ pile batter factor}$$

m = the tangent of the angle of batter to a vertical line

Delete Section 702.4.11 in its entirety and substitute the following:

702.4.11 Minimum and Maximum Limits of Pile Driving. Piles shall be driven to at least the minimum tip elevation indicated on the plans. If no minimum tip elevation is shown on the plans, piles shall have a tip elevation at least 10 feet below the bottom of the supported footing, unless specifically authorized otherwise by the engineer. Piles other than structural steel piles shall be driven to attain a bearing value no less than that shown on the plans, determined in accordance with Sec 702.4.10. Structural steel piles shall in general be driven to practical refusal, which will be defined as a pile bearing value of 1.9 times the design bearing value. Prior to driving structural steel piles, the contractor shall review the boring logs to determine conditions of practical refusal. When indication of practical refusal occurs, driving shall cease immediately to avoid damage to the pile and to reduce the risk of injury. Shells for cast-in-place concrete piles shall not be driven to a bearing value in excess of 10 tons over the design bearing value.

Delete Section 702.6.6 in its entirety and substitute the following:

702.6.6 Splices. Splices may be required to extend a structural steel or steel shell pile to reach the minimum design bearing. Any additional splices authorized to achieve the minimum design bearing will be paid for as an additional 8 feet of pile in place at the contract unit price.

SECTION 712 – STRUCTURAL STEEL CONSTRUCTION

Delete Section 712.10.3 in its entirety.

DIVISION 1000

MATERIAL DETAILS

SECTION 1036 – REINFORCING STEEL FOR CONCRETE

Add the following as Section 1036.2.4

If certain testing procedures are specified for acceptance of materials in the “Standard Specifications”, materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the requirements of the “Standard Specifications”.

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Work Zone Traffic Management Plan
- B. Emergency Provisions and Incident Management
- C. Utilities
- D. Tree Clearing Restriction
- E. Stream Restriction
- F. Acceptance of Fabricated Structural Members and Materials
- G. Asbestos Containing Material
- H. Working Days
- I. Liquidated Damages
- J. Site Clearing and Grubbing
- K. Fence
- L. Penetrating Concrete Sealer
- M. Geosynthetic Reinforcement Soil (GRS) Approach
- N. Compaction Testing
- O. Temporary Centerline Markers
- P. Erosion Control
- Q. Restoration
- R. Concrete Cylinder Testing
- S. Existing Signs
- T. Control Points and Survey Monuments
- U. CAD files
- V. Sanitary/Septic Waste Management

THIS PAGE INTENTIONALLY LEFT BLANK

A. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

Full Road Closure

2.1 Handling traffic shall conform to Section 616 of the Standard Specifications, and specifically as follows: **The road shall be closed to thru traffic during construction.**

B. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

Jeff McCann, P.E.
Boone County Chief Engineer
801 E. Walnut, Room 315
Columbia, MO 65201
Phone: 573-886-4480
JMcCann@boonecountymo.org

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

No additional for this project.

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

C. UTILITIES

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Action</u>
<u>Consolidated Public Water Supply District No. 1</u> Chad Henry 1500 N 7 th Street Columbia, MO 65201 Phone: 573-449-8723 chenry@consh2o.org	Yes	Relocated prior to construction within the utility easement as shown on the plans.
Boone Electric Coop Kirk Pickett 1413 Rangeline Columbia, MO 65201 Phone: 573-449-4181 kpickett@booneelectric.com	Yes	Line crosses bridge, Coop will drop line section over bridge and back feed during construction. TBM#2 to be removed.
Centurylink Tim Dishman 625 Cherry Columbia, MO 65201 573-886-3505 tim.dishman@centurylink.com	Yes	Existing line within project is abandoned. Aerial portion and poles over stream has been removed.

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site

condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

2.0 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

D. TREE CLEARING RESTRICTION

1.0 Description. If the project is within the known breeding range of the federally endangered Indiana bat, to avoid possible impacts to roosting Indiana bats, tree clearing of shaggy barked trees will only be allowed between November 1 thru March 31.

This does not apply to this project.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision.

E. STREAM RESTRICTION

1.0 Description. This project is located within a segment of Bonne Femme Creek that carries a spawning restriction during March 15 through July 15. The restriction is in place to prevent disruption in fish spawning. The spawning restriction is in place due to the Topeka Shiner.

F. ACCEPTANCE OF FABRICATED STRUCTURAL MEMBERS AND MATERIALS

1.0 Acceptance of Structural Steel. The following procedures have been established for the acceptance of structural steel. Shop drawings shall be submitted to the engineer for review and approval. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The contractor shall utilize a fabricator who is currently certified for Category III by the American Institute of Steel Construction (AISC). All welding operation, including material and personnel, shall meet the American Welding Society (AWS) specifications. The county or their consultant has the option of inspecting the steel units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the following reports will be required:

- A. Certified mill test reports including results of chemical and physical tests on all structural steel as furnished.
- B. Non-destructive testing reports.

1.1 The county or consultant must verify and document that dimensions of the units were checked at the job and found to be in compliance with the shop drawings.

2.0 Acceptance of Precast Concrete Members. The following procedures have been established for the acceptance of precast double T, I-girder, box-girder and **slab panels**. Shop drawings shall be submitted to the engineer for review and approval. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The County or their consultant has the option of inspecting the precast units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the following reports will be required:

- A) Certified mill test reports including results of physical tests on the prestressed strands and reinforcement as furnished.
- B) Test reports on concrete cylinder breaks.

2.1 The county or consultant must verify and document that dimensions of the units were checked at the job and found to be in compliance with the shop drawings.

3.0 Acceptance of Materials. If certain testing procedures are specified for acceptance of materials in the "Standard Specifications", materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the requirements of the "Standard Specifications".

G. ASBESTOS CONTAINING MATERIAL

1.0 Description. The existing bridge was inspected by Shafer, Kline and Warren, Inc. for asbestos containing materials (ACM's).

No ACM's were identified at this project site. Our report has been provided within ENVIRONMENTAL PERMITS & CLEARANCES.

H. WORKING DAYS

1.0 Description. MODOT Standard Specification Section 108.7.2.1 preventing working days being counted from December 15 to March 15, both dates inclusive, does not apply to this project.

I. LIQUIDATED DAMAGES

1.0 Description. MODOT Standard Specification Section 108.8.1.2.a preventing charges for liquidated damages from December 15 to March 15, both dates inclusive, does not apply to this project.

J. SITE CLEARING AND GRUBBING

1.0 Description. This work shall include all work described in Section 02230-Site Clearing and Grubbing of the Technical Specifications and Section 200 of the Boone County Roadway Regulations Chapter II. Site Clearing and Grubbing shall include scalping and off-site disposal of all existing vegetation prior to topsoil stripping. All stumps must be removed from the ground. All trees and brush removed shall be ground and removed from the project site. Burning will not be allowed within the project site.

2.0 Measurement and Payment. Site Clearing and Grubbing will be paid for at the contract lump sum bid price.

K. FENCE

1.0 Description. This work shall consist of furnishing and placing fence and all appurtenances as specified in the contract or as directed by the Engineer.

2.0 Materials.

2.1 All fence shall be new woven wire with 2 new barbed wire strands on top of woven wire to match the northeast existing fence portion. Fence shall conform to Section 607 of the Standard Specifications. Materials shall conform to Sections 1043 and 1050 of the Standard Specifications.

2.2 Gates shall be tubular steel gate(s) as shown on the plans with all hardware and appurtenances, complete in place, if applicable.

3.0 Measurement and Payment.

3.1 Measurement of woven wire fence with barbed strands will be made to the nearest linear foot measured along the slope of the fabric, but shall not include gates.

3.2 The accepted woven wire fence with barbed strands, complete in place, will be paid for at the contract unit price per linear foot which will include all materials, excavating for posts, backfilling, clearing of fence row, trenching for fabric, placing extra strands of barbed wire for depressions, and all other incidental work or materials.

3.3 Payment will be made for the furnishing, construction and installation of drive gates and water gates per linear foot for the accepted quantities, complete in place at the unit price for each of the pay items included in the contract, if applicable.

<Remainder of Page Intentionally Left Blank>

L. PENETRATING CONCRETE SEALER

1.0 Description. This work shall consist of preparing and treating the new concrete surfaces with a penetrating concrete sealer meeting this specification. These surfaces include the bridge deck, concrete approach slabs (if present) and roadway face and top of sidewalks, curbs, parapets, medians and barrier curbs. This type of sealer shall be used in lieu of the normal surface sealing for concrete in accordance with Sec 703.

2.0 Materials. The sealer shall meet the requirements of this job special provision. The sealer selected by the contractor shall be submitted to the engineer for approval two weeks before application and shall be listed on MoDOT's Pre-Qualified Product List. If the contractor chooses to submit a new product for possible inclusion on MoDOT's Pre-Qualified Product List, the product shall be submitted to the engineer 30 days prior to application of the product on a MoDOT job. New submittals shall include certified test data from an independent test laboratory and the concrete mix design and curing procedure on the test specimens in which sealer was tested.

2.1 The sealer shall be a alkyltrialkoxysilane, with low oligomer and polymer compound content. The chemical composition shall meet the following requirements:

Property	Specification
Purity	95% minimum monomer by weight
Solvent	Less than 5% by weight
Residue	Less than 2% by weight
Density	Per the manufacturer's recommendation
Flash Point	ASTM D93: greater than 125 degrees F
Dry Time	ASTM D1640 Sec 7.5.1: One hour or less

2.1.1 The ASTM D1640 test shall be performed on a concrete surface. This concrete shall be a mix design called for in section 2.2 of this job special provision. The application rate shall be the same rate called for in section 3.4 of this job special provision.

2.2 The sealer shall meet the following performance criteria based on a single application at the application rate specified in Section 3.4 of this specification. MoDOT reserves the right to verify any qualification tests at their expense on any field application. Test specimens shall be produced using either the MoDOT Class B-2 concrete in accordance with Section 501 or the concrete mix specified by the test being performed.

Test	Test Method	Duration	Max Absorption / Cl ⁻
Water Immersion	ASTM C642	48 hours	0.5 percent by weight (mass)
Water Immersion	ASTM C642	50 days	1.5 percent by weight (mass)
Salt Water Ponding (based on non-abraded specimen)	AASHTO T 259	90 days	80% min reduction in Cl ⁻ absorption & 0.50 lbs/cu yd Cl ⁻ at a depth of 1/2" - 1" max

2.3 The sealer shall not permanently stain, discolor or darken the concrete. Application of the sealer shall not alter the surface texture or form a coating on the concrete surfaces.

2.4 The sealer shall not leave residue on glass, painted metal or automobiles.

2.5 The sealer shall not reduce the bond of pavement markings or reduce the skid resistance of the surface being sealed. Any sealer determined to have these adverse effects will be removed from the pre-qualified list.

2.6 The sealer shall be delivered to the project in unopened containers with the manufacturer's label identifying the product and with the seal(s) intact. Each container shall be clearly marked by the manufacturer with the following information:

- Manufacturer's name and address.
- Product name.
- Date of manufacture and expiration date.
- Lot identification.
- Storage requirements.

3.0 Construction Requirements.

3.1 Equipment. Application equipment shall be as recommended by the manufacturer. The spray equipment, tanks, hoses, brooms, rollers, coaters, squeegees, etc. shall be thoroughly clean, dry, free of foreign matter, oil residue and water prior to applying the treatment.

3.2 Cleaning and Surface Preparation. Surfaces which are to be treated shall meet the approved product's requirements for surface condition. Sealing shall not be done until all concrete construction or repair has been completed and cured to the requirements of the manufacturer. The contractor shall furnish the engineer with written instructions for the surface preparation requirements.

3.2.1 Sealing shall be done after the bridge deck has been textured.

3.2.2 At a minimum, the surface shall be thoroughly cleaned to remove dust, dirt, oil, wax, curing components, efflorescence, laitance, coatings and other foreign materials. The manufacturer or manufacturer's representative shall approve the use of chemicals and other cleaning compounds to facilitate the removal of these foreign materials before use. The treatment shall be applied within 48 hours following surface preparation.

3.2.3 Cleaning equipment shall be fitted with suitable traps, filters, drip pans and other devices to prevent oil and other foreign material from being deposited on the surface.

3.3 Test Application. Prior to final application, the contractor shall treat a measured test coverage area on horizontal and vertical surfaces of the different components of the structure to

be treated for the purpose of demonstrating the desired physical and visual effect on an application or of obtaining a visual illustration of the absorption necessary to achieve the specified coverage rate. In the latter case, the applicator shall use at least ½ gallon (1.9 liter) of treatment following the manufacturer's recommended method of application for the total of the test surfaces. Horizontal test surfaces shall be located on the deck and on the curb or sidewalk, and vertical test surfaces shall be located on a parapet or safety barrier curb so that the different textures are displayed.

3.4 Application. The sealer shall be applied by thoroughly saturating the concrete surfaces so that one gallon of material shall not be spread over more than 200 square feet. A low pressure, high volume method of application shall be used that will not atomize the silane. Hand pump sprayer shall not be used.

3.4.1 The concrete surface temperature shall be between 35°F and rising and 100°F and falling.

3.4.2 At a minimum, the wet cure must be complete and the moisture content of the concrete must be at or below 8 percent as measured by a moisture meter.

3.4.3 Allow concrete to dry a minimum of 48 hours after any measurable precipitation.

3.4.4 The treatment shall be spread from puddles to dry areas.

3.4.5 If the applicator is unable to complete the entire application continuously, the location where the application was stopped shall be noted and clearly marked.

3.5 Protection of Adjoining Surfaces and the Public.

3.5.1 When applying the sealer, the contractor shall protect adjoining surfaces of the structure that are not to be sealed. The contractor shall also make provision to protect the public from overspray.

3.5.2 Asphalt and mastic type surfaces shall be protected from spillage and overspray. Any asphalt pavement damaged by the sealer will result in removal and replacement at the contractor's expense. Joint sealants, traffic paints and asphalt overlays may be applied to the treated surfaces 48 hours after the treatment has been applied. Adjoining and nearby surfaces of aluminum or glass shall be covered where there is possibility of the treatment being deposited on the surfaces. Plants and vegetation shall be protected from overspray by covering with drop cloths. Precautions shall be followed as indicated on the manufacturer's product and material safety data sheet.

3.6 Opening to Traffic. Traffic maybe allowed on a deck when the material is tack free. Dried coating shall not leave residue on glass, painted metal or automobiles.

4.0 Method of Measurement. The contractor will provide the engineer with material delivery tickets verifying how much sealer was supplied to the site and verification of how much was applied.

5.0 Basis of Payment. Payment for the above described work shall be considered completely covered by the contract unit price for other items included in the contract.

<Remainder of Page Intentionally Left Blank>

M. GEOSYNTHETIC REINFORCEMENT SOIL (GRS) APPROACH

1.0 Description. Work shall consist of furnishing materials and the construction of a Geosynthetic Reinforcement Soil (GRS) Approach meeting the approval of the owner.

2.0 Prequalification Geotextile. All geotextile fabric shall be prequalified and approved before the contract is awarded. To apply for prequalification or prequalification requirements, the supplier or manufacturer shall submit a request to the owner along with certification that the geotextile has a wide width tensile strength of 2400 lbs per foot in both directions as per ASTM D6637 (or ASTM D-4595). Geotextile shall be Propex GEOTEX 2x2HF or approved equal.

3.0 Granular Fill Material. Granular fill material for MSF shall conform to the following requirements.

3.1 Granular fill material shall be clean and crushed angular stone with a maximum grain size of 1/2 inches and conforming to the following gradation limits:

Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	90-100
No.4	20-55
No.8	5-30
No. 16	0-10
No. 50	0-5

Granular fill material meeting the open-graded backfill specifications of AASHTO No. 89 or AASHTO No. 67 are also acceptable.

3.2 The Plasticity Index, as determined by AASHTO T-90, shall not exceed 6.

3.3 The angle of internal friction for the granular fill material shall be no less than 38 degrees. No testing will be required if the granular fill consists entirely of crushed limestone. When testing is required, testing shall be in accordance with Sec 1010.3.5.

3.4 The material shall substantially be free of shale or other soft, poor durability particles and shall have a magnesium sulfate soundness loss of less than 30 percent after four cycles (or a sodium value less than 15 percent after five cycles) as determined by AASHTO T-104.

3.5 The contractor shall furnish to the owner a Certificate of Compliance certifying the selected granular fill material complies with this section of the specifications. A copy of test results from an approved laboratory testing the material for all of the above requirements shall also be furnished to the owner. Tests shall apply specifically to the material being used and shall not be more than twelve months old, if previously tested for another job and still applicable.

3.6 Acceptance will be based on the Certificate of Compliance, accompanying test reports, and any applicable tests performed by the owner or its representative.

4.0 Construction Requirements.

4.1 Delivery, storage, and handling of all GRS materials shall comply with requirements set forth in the Missouri Standards Specifications for Highway Construction.

4.2 Subgrade surfaces beneath the GRS Approaches shall be level, free from deleterious materials, loose or otherwise unsuitable soils. Prior to placement of geogrid (or geotextile) and granular fill material, the subgrade shall be proof-rolled to provide a uniform and firm surface. Any soft areas, as determined by the owner, shall be excavated and replaced with suitable compacted materials. Foundation surface shall be inspected and approved by the owner prior to fill placement. Benching the backcut into competent soil is recommended to improve stability.

4.3 Geogrid (or geotextile) shall be installed within layers of the compacted granular fill material in accordance with the manufacturer's recommendations and as shown on the plans. Geogrid (or geotextile) is to extend the lengths as shown on the plans unless otherwise directed by the owner. Any required laps of geogrid (or geotextile) to cover each lift of granular fill shall be done in accordance with the manufacturer's recommendations.

4.4 Backfill shall be placed, spread, and compacted in such a manner to minimize the development of wrinkles and/or displacement of the geogrid (or geotextile). Granular soils shall be compacted in a maximum loose lift thickness of 8 inches. The top layer of the geogrid (or geotextile) shall be 2 to 4 inches below the asphalt base course. Backfill shall be compacted to at least 95 percent of the maximum density determined in accordance with AASHTO T-99. With the approval of the owner, density testing of the granular fill material can be omitted if sufficient density is achieved with 3 to 5 passes of a walk-behind vibratory plate compactor within 3 feet of the fill face and by a ride-on vibratory roller in other areas. Backfill shall be graded away from the slope crest and rolled at the end of each work day to prevent ponding of water on surface of the GRS. Tracked construction equipment shall not be operated directly upon the geogrid (or geotextile). A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid (or geotextile). Turning of tracked vehicles shall be kept to a minimum to prevent tracks from displacing the fill and the geogrid (or geotextile). If approved by the owner and subject to satisfactory performance, rubber-tired equipment may pass over the geogrid (or geotextile) at speeds no greater than 10 mph.

Sudden braking and sharp turning shall be avoided. Separation geotextile meeting Sec 1011 requirements shall be used as directed by the owner to encapsulate the GRS system when the geogrid is deemed incapable of suitably retaining the granular fill.

5.0 Method of Measurement.

5.1 Measurement of Geosynthetic Reinforcement Soil (GRS) Approach is on a lump sum basis. The estimated quantities shown on the plans are shown for informational purposes. The contractor should develop an independent analysis of materials and work effort required to construct the GRS Approach as shown on the plans and outlined in the Special Provisions.

6.0 Basis of Payment. Payment shall cover all GRS materials and installation. Excavation of any unsuitable materials, as directed by the owner will have no direct payment. The GRS Approach will be paid for at the contract lump sum price for GRS Approach.

N. COMPACTION TESTING

1.0 GRS Approach Compaction Testing.

1.1 The contractor shall have an independent testing firm perform density testing on the Geosynthetic Reinforced Soil (GRS) Approaches. At least two passing tests shall be performed on each separate area of the mechanically stabilized fill. One test shall be performed in the lower half of the fill, the second shall be performed in the upper half of the fill. Lifts tested shall be at least 3 feet apart. Each test shall consist of at least three separate readings equally spread throughout the lift.

1.2 The contractor shall have an independent testing firm perform density testing on the top layer of roadway subgrade for each bridge approach (not including areas of GRS Approaches). One set of tests shall be taken every 50 feet with a minimum of 2 sets per bridge approach. A set is defined as three tests taken at the same road station (one in the center of each travel lane and one at the centerline of road). The contractor shall proof roll the completed subgrade per Section 205 of the Boone County Roadway Regulations, Chapter II prior to placement of the aggregate base layer. The contractor may also be required to proof roll the top of the completed aggregate base layer prior to placement of the asphalt base course.

1.3 Density testing shall satisfy Boone County Technical Spec Section 02300. Written test results shall be submitted to Boone County by the testing agency. Testing personnel shall possess appropriate MoDOT certification or approved equivalent.

1.4 Cost of testing shall be included in the Lump Sum bid item - Compaction Testing.

O. TEMPORARY CENTERLINE MARKERS

1.0 Temporary centerline markers shall be placed at 40' spacing from beginning of project to end of project along the centerline of S. Rangeline Road. Markers shall be placed per manufacturers recommendations. No markers required on bridge deck.

P. EROSION CONTROL

1.0 It is the Contractor's responsibility to insure proper erosion control practices are installed on the project and no silt leaves the construction area. Erosion control shall follow Section 01570 of the Technical Specifications. As industry standards and new products are continually coming to market, substitution for products shown in these Project Documents will be allowed as long as they are submitted and approved by Boone County Resource Management before installation. This flexibility does not relieve the Contractor of meeting minimum preventative erosion control standards. Appropriate perimeter controls must be installed before beginning grading operations.

1.1 Erosion Control will be paid for at the contract Lump Sum bid price and shall include installation, maintenance, repair, and removal once permanent erosion control is established.

Q. RESTORATION

1.0 The separate seeding and erosion control performance bond described in the Maintenance Requirements Paragraph on page 10.7 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project.

1.1 The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area. Restored topsoil thickness shall be uniform and no less than 4 inches thick. Costs for topsoil, lime, fertilizer, seed, and type 3 mulch shall be included in the Restoration bid item price.

R. CONCRETE CYLINDER TESTING

1.1 The contractor shall have an independent testing firm take samples of fresh concrete, make cylinders, cure and test concrete cylinders as follows:

- A) 6 - 4"x8" cylinders for Bent #1 abutment below the girder bearing elevation
- B) 6 - 4"x8" cylinders for Bent #2 abutment below the girder bearing elevation.
- C) 6 - 4"x8" cylinders for each half of the deck.

1.2 1 cylinder of each set of 6 shall be tested at 7 days of age. 2 cylinders shall be tested at 28 days. The rest of the cylinders shall be tested as needed upon approval of Boone County Chief Engineer. The untested cylinders shall be held until the project is accepted. Written test results shall be submitted to Boone County.

1.3 The contractor shall have an independent testing firm perform slump, air, and temperature tests to accompany each set of cylinders made. Testing personnel shall possess appropriate MoDOT or ACI certification.

1.4 The cost of this testing shall be included in the cost of the Class MB-2 Concrete.

S. EXISTING SIGNS

1.0 Existing signs and sign posts that conflict with construction shall either be reinstalled by Contractor or salvaged by the Contractor and delivered to Boone County Public Works at 5551 South Tom Bass Road, Columbia, Missouri unless otherwise noted on the Plans. Coordinate delivery with the Boone County Inspector. Signs to be reinstalled after construction shall be road name sign, stop sign and curve warning sign. Cost shall be incidental to the Removal of Existing Improvements bid item.

T. CONTROL POINTS AND SURVEY MONUMENTS

1.0 Survey control points, property corners and survey monuments shall be maintained or replaced in accordance with Technical Specification 01720.

U. CAD FILES

1.0 No CAD files will be furnished for this project.

V. SANITARY/SEPTIC WASTE MANAGEMENT

1.0 Sufficient temporary toilet facilities to serve the number of workers on the site shall be provided. The facilities shall be serviced frequently to maintain a sanitary condition.

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX A

STATE WAGE RATES

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

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

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

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

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

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

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

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 010

BOONE COUNTY

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

Original Signed by

Tammy Cavender
Acting Department Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

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

APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.



United States Department of Agriculture

June 26, 2015

Kimberly Koenigs
Administrative Assistant
SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, KS 66219

Dear Ms. Koenigs

Attached is a Farmland Conversion Impact Rating (form AD-1006) for the planned structure replacement at 3380002 Rangeline Road in Boone County Missouri.

If you have any questions, please call me at (573) 769-2235 Ext. # 133.

Sincerely,

Scott Larsen
Area Resource Soil Scientist

Attachment

cc: Terry Hill, DC, NRCS, Mexico, MO

U.S. Department of Agriculture

FARMLAND CONVERSION IMPACT RATING

PART I (To be completed by Federal Agency)		Date Of Land Evaluation Request 6/9/15			
Name Of Project Boone Co. Replacement 3380002 Rangeline Rd		Federal Agency Involved Federal Highway Department			
Proposed Land Use Structure Replacement		County And State Boone County, MO			
PART II (To be completed by NRCS)		Date Request Received By NRCS 6/10/15			
Does the site contain prime, unique, statewide or local important farmland? <i>(If no, the FPPA does not apply -- do not complete additional parts of this form).</i>		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Acres Irrigated	Average Farm Size
Major Crop(s)	Farmable Land In Govt. Jurisdiction Acres: %	Amount Of Farmland As Defined in FPPA Acres: %			
Name Of Land Evaluation System Used	Name Of Local Site Assessment System	Date Land Evaluation Returned By NRCS 6/26/15			
PART III (To be completed by Federal Agency)		Alternative Site Rating			
		Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly		0.0	0.0	0.0	0.0
B. Total Acres To Be Converted Indirectly		0.0	0.0	0.0	0.0
C. Total Acres In Site		0.0	0.0	0.0	0.0
PART IV (To be completed by NRCS) Land Evaluation Information					
A. Total Acres Prime And Unique Farmland					
B. Total Acres Statewide And Local Important Farmland					
C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted					
D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value					
PART V (To be completed by NRCS) Land Evaluation Criterion		0	0	0	0
Relative Value Of Farmland To Be Converted (Scale of 0 to 100 Points)					
PART VI (To be completed by Federal Agency)		Maximum Points			
Site Assessment Criteria (These criteria are explained in 7 CFR 658.5(b))					
1. Area In Nonurban Use					
2. Perimeter In Nonurban Use					
3. Percent Of Site Being Farmed					
4. Protection Provided By State And Local Government					
5. Distance From Urban Builtup Area					
6. Distance To Urban Support Services					
7. Size Of Present Farm Unit Compared To Average					
8. Creation Of Nonfarmable Farmland					
9. Availability Of Farm Support Services					
10. On-Farm Investments					
11. Effects Of Conversion On Farm Support Services					
12. Compatibility With Existing Agricultural Use					
TOTAL SITE ASSESSMENT POINTS		160	0	0	0
PART VII (To be completed by Federal Agency)					
Relative Value Of Farmland (From Part V)		100	0	0	0
Total Site Assessment (From Part VI above or a local site assessment)		160	0	0	0
TOTAL POINTS (Total of above 2 lines)		260	0	0	0
Site Selected:		Date Of Selection		Was A Local Site Assessment Used?	
				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Reason For Selection:					

FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No. F374 Date: 6-9-2015

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

Boone County
 Owner or Agent _____ Date _____ Builder _____ Date _____
 801 E. Walnut, Columbia MO 65201
 Address _____ Address _____
 573-886-4305
 Phone _____ Phone _____

SITE DATA

- Location: NE/SW 1/4; NE/SW 1/4; Section 12/7; Township 47N; Range 12/11W
 Street Address Rangeline Road
- Type of Development: Filling Grading Excavation Minimum Improvement _____
 Routine Maintenance _____ Substantial Improvement _____ New Construction Other _____
- Description of Development: Construction of ⁵² ft. long by ²⁴ ft. wide single span steel bridge on Rangeline Road in Boone County, MO
- Premises: Structure Size 52 ft. By 24 ft. Area of Site 38771.904 Sq Ft
 Principal Use Stream Crossing Accessory Uses (storage, parking, etc.) N/A
- Value of Improvement (fair market) \$ 300,000 Pre-Improvement/Assessed Value of Structure \$ Unknown
- Property Located in a Designated FLOODWAY? Yes _____ No

IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (100-YEAR) FLOOD ELEVATIONS.

- Property Located in a Designated Floodplain FRINGE? Yes No _____
- Elevation of the 100-Year Flood (ID source) N/A NGVD/NAVD
- Elevation of the Proposed Development Site 848.25 NGVD/NAVD
- Local Ordinance Elevation/Floodproofing Requirement _____ NGVD/NAVD
- Other Floodplain Elevation Information (ID and describe source) _____

12. Other Permits Required? Corps of Engineer 404 Permit: Yes No _____ Provided _____
 State Department of Natural Resources 401 Permit: Yes No _____ Provided _____
 Environmental Protection Agency NPDES Permit: Yes _____ No Provided _____

All Provisions of Ordinance Number _____, the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 9 Day of June, 2015
 Signature of Developer/Owner DERIN CAMPBELL ENGINEER Authorizing Official Stan Shawver, Director
 Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITON THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.



Missouri Department of Conservation
Natural Heritage Review Report

July 29, 2015 -- Page 1 of 3

Resource Science Division
 P. O. Box 180
 Jefferson City, MO 65102
 Prepared by: Brittne Brauner
 Brittne.Brauner@mdc.mo.gov
 (573) 522 - 4115 ext. 3182

KIMBERLY KOENIGS SHAFER, KLINE & WARREN, INC. 11250 CORPORATE AVE. LENEXA, KS 66219	Project type:	BRIDGE
	Location/Scope:	T47N R12W S12 T47N R11W S07
	County:	BOONE
	Query reference:	BOONE COUNTY CULVERT 3380002 RANGELINE ROAD -BONNE FEMME CREEK
	Query received:	6/9/2015

This NATURAL HERITAGE REVIEW is not a site clearance letter. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project. On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information is at <http://mdc.mo.gov/discover-nature/places-go/natural-areas> and mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx.

Level 3 issues: Records of federal-listed (these are also state-listed) species or critical habitats near the project site:

Natural Heritage records identify Topeka shiners (*Notropis Topeka*, federal- and state-listed endangered) approximately 3 miles downstream of the project site. Topeka shiners typically occupy permanent pools of small, clear, high quality streams draining upland areas, usually on substrates of gravel, rubble, sand or bedrock. Best management practices for Topeka shiners may be found at <http://mdc.mo.gov/137>.

Gray bats (*Myotis grisescens*, federal and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) occur approximately 4.8 miles from the project site.

Indiana bats (*Myotis sodalis*, federal and state-listed endangered) occur in Boone County and could occur in the project area.

Gray bats forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream. See <http://mdc.mo.gov/104> for best management recommendations.

Northern long-eared bats and Indiana bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats, especially from September to April. **If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132) for further coordination.**

FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. Contact the U.S. Fish and Wildlife Service (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132) for Endangered Species Act coordination and concurrence information.

Level 2 issues: Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.

The project is located within a segment of Bonne Femme Creek (Boone County) that carries a spawning restriction during March 15 through July 15. The restriction is in place to prevent disruption in fish spawning (laying and fertilizing fish eggs). The spawning restriction excludes construction in the stream from March 15 through July 15, but does not impact construction during the remainder of the year, July 16 through March 14. The restriction is in place because of high biodiversity, designation as Outstanding State Resource Water, and for historic record of Topeka Shiner.

The project site is also within the Devil's Icebox recharge area. Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. See link regarding *Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers*.

- ◆ Avoid disturbance to stream banks and riparian areas. Channel modification, flow interruption or bank modification should occur only in compliance with conditions established in permits required under the federal Clean Water Act.
- ◆ Grade and seed disturbed areas as soon as possible to minimize erosion. Native grasses and wildflowers are recommended for plantings compatible with the local native landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.
- ◆ All temporary in-channel fills that could impound water should be culverted. Culverts should (a) maintain at least six inches of water and (b) not create water velocities in excess of two feet per second during average annual discharges. A drop between the downstream end of the culverts and the downstream water surface should not occur at any time. Conditions provided within the USACE Clean Water Act Section 404 permit, if required (<http://www.mvs.usace.army.mil/Missions/Regulatory.aspx>), should help minimize impacts to the aquatic organisms within the area.
- ◆ Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.

See <http://mdc.mo.gov/sites/default/files/resources/2010/04/2015speciesconcern.pdf> for a complete list of species and communities of conservation concern.

STATE ENDANGERED species are listed in and protected under the Wildlife Code of Missouri (3CSR10-4.111).

General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific Natural Heritage records):

- Boone County has known karst geologic features (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area.
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.

- ♦ Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- ♦ Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- ♦ When possible, wash and rinse equipment thoroughly with hard spray or HOT water ($\geq 140^{\circ}$ F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect sites visited by specialists in the last 30 years. Many privately owned tracts have not been surveyed and could host remnants of species once but no longer common.



THIS PAGE INTENTIONALLY LEFT BLANK

Natural Heritage Review On-line Level 2 Report

Hunting &
Trapping

Fishing

Discover Nature

Land Care

Education

Natural Heritage Review

The report for your query is displayed below.

You should print this page for your records. Click here to open a printer friendly version.

You can now do any of the following:

[View a printer—friendly version of this report](#)

[Return to the home page](#)

[Logout](#)

On-line LEVEL 2 Report

Your project information

First Name: Kimberly

Last Name: Stuhlsatz

Email Address: kstuhlsatz@skw-inc.com

Business: Shafer, Kline & Warren, Inc.

Project: Bridge

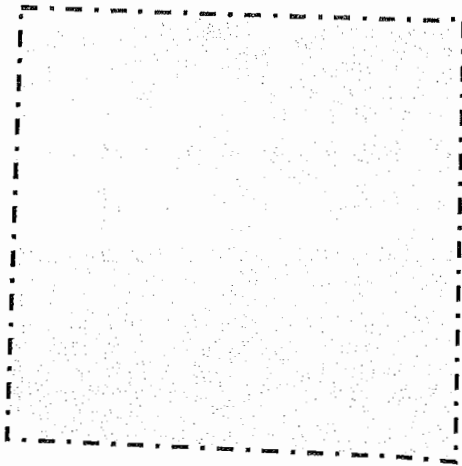
Your query information

Township: 47

Range: 12

Section: 12

Direction: w



Details

Thank you for accessing the Missouri Natural Heritage Review Web Site developed by the Missouri Department of Conservation and the U.S. Fish and Wildlife Service with funding assistance by the U.S. Army Corps of Engineers. The purpose of this web site is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants and their habitats to assist in planning, designing and permitting stages of projects.

The results of a database query of the above referenced location indicate that **no** federally-listed threatened or endangered species (including those species proposed for listing) or critical habitat (designated or proposed) are known to occur on or near the project site. The U.S. Fish and Wildlife Service response is provided under the authority of the National Environmental Policy Act of 1969 (42

U.S.C. 4321-4347) and the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1543).

The results of a database query of the above-referenced location indicate that state endangered species other species or natural communities of conservation concern (e.g., prairie, glade, fen) **are known** to occur on or near the project site and may be impacted by project construction activities. An MDC specialist needs to review your request to determine if your project is close enough to impact the resource in question. Please contact the Missouri Department of Conservation for further consultation. A written request containing the project description, county name, U.S.G.S. 1:24,000 topographic quadrangle name, township, range and section, and a location map (e.g., U.S.G.S topo. quad.) with the project area clearly identified, and a copy of this document noting the unique reference code should be sent to: Missouri Department of Conservation, Resource Science Division, Missouri Natural Heritage Review Web Site, P.O. Box 180, Jefferson City, MO 65102-0180.

The web site also provides additional information regarding management practices for planning purposes if your project is within the known range of certain sensitive species and habitats (e.g., karst areas, grasslands, stream reaches with critical spawning restrictions). Please note that this information does not serve as a substitute for direct consultation with Missouri Department of Conservation staff.

If you need additional information, please contact:

<p>MDC Natural Heritage Review Resource Science Division P.O. Box 180 Jefferson City , MO 65102-0180 (Phone 573-522-4115 ext. 3182) www.mdc.mo.gov</p>	<p>or</p>	<p>U.S. Fish and Wildlife Service Ecological Services 101 Park Deville Drive , Suite A Columbia , Missouri 65203-0007 (Phone 573-234-2132)</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

A HERITAGE REVIEW provides information about species and habitats of concern that could be affected by the project. Heritage records note things that were

positively identified at some date and time, marked at a location that may be more or less precise. Animals move quickly but plant communities can move also. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean the project may not encounter something. Because of this, reports include information about records near but not necessarily on the project site. Three different kinds of information are provided.

- FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia , Missouri 65203-0007 ; Phone 573-234-2132; Fax 573-234-2181) for consultation.

- STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and protected under the Wildlife Code of Missouri (RSMo 3 CSR 10). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR10-4.111. "State Rank" is numeric rank of relative rarity, protected under general provisions of the Wildlife Code but not endangered.

- "Concerns & management recommendations" are things for which one might prudently look. There is no specific heritage record, but our knowledge of the surrounding landscape suggests consideration. 93% of Missouri 's land is in private ownership, so most sites have never been carefully inspected by conservation professionals

This report is not a site clearance letter. Rather, it provides an indication of whether or not public lands

and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from our Heritage Database into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive natural resources. However, the Heritage Database is only one reference that should be used to evaluate potential adverse impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information and species biological characteristics would additionally ensure that species of conservation concern are appropriately identified and addressed.

Additional information on rare, endangered and watched species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about species mentioned may be accessed at http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. If you would like printed copies of best management practices cited as internet URLs, please contact us.

Best management practices

View Best Practice for Karst

View Best Practice for Prairie Chicken

View Best Practice for Indiana Bat

What Next?

You can now do any of the following:

View a printer—friendly version of this report

Return to the home page

THIS PAGE INTENTIONALLY LEFT BLANK

Natural Heritage Review

On-line Level 2 Report

Hunting &
Trapping

Fishing

Discover Nature

Land Care

Education

Natural Heritage Review

The report for your query is displayed below.

You should print this page for your records. Click [here](#) to open a printer friendly version.

You can now do any of the following:

[View a printer—friendly version of this report](#)

[Return to the home page](#)

[Logout](#)

On-line LEVEL 2 Report

Your project information

First Name: Kimberly

Last Name: Stuhlsatz

Email Address: kstuhlsatz@skw-inc.com

Business: Shafer, Kline & Warren, Inc.

Project: Bridge

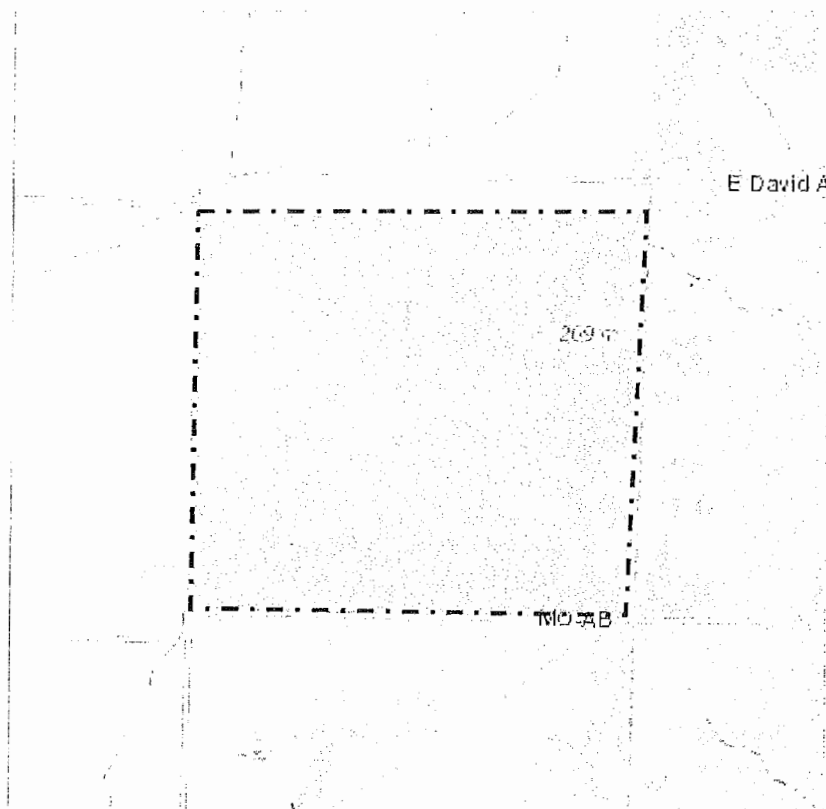
Your query information

Township: 47

Range: 11

Section: 7

Direction: w



Details

Thank you for accessing the Missouri Natural Heritage Review Web Site developed by the Missouri Department of Conservation and the U.S. Fish and Wildlife Service with funding assistance by the U.S. Army Corps of Engineers. The purpose of this web site is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants and their habitats to assist in planning, designing and permitting stages of projects.

The results of a database query of the above referenced location indicate that **no** federally-listed threatened or endangered species (including those species proposed for listing) or critical habitat (designated or proposed) are known to occur on or near the project site. The U.S. Fish and Wildlife Service response is provided under the authority of the National Environmental Policy Act of 1969 (42

U.S.C. 4321-4347) and the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1543).

The results of a database query of the above-referenced location indicate that state endangered species other species or natural communities of conservation concern (e.g., prairie, glade, fen) are **known** to occur on or near the project site and may be impacted by project construction activities. An MDC specialist needs to review your request to determine if your project is close enough to impact the resource in question. Please contact the Missouri Department of Conservation for further consultation. A written request containing the project description, county name, U.S.G.S. 1:24,000 topographic quadrangle name, township, range and section, and a location map (e.g., U.S.G.S topo. quad.) with the project area clearly identified, and a copy of this document noting the unique reference code should be sent to: Missouri Department of Conservation, Resource Science Division, Missouri Natural Heritage Review Web Site, P.O. Box 180, Jefferson City, MO 65102-0180.

The web site also provides additional information regarding management practices for planning purposes if your project is within the known range of certain sensitive species and habitats (e.g., karst areas, grasslands, stream reaches with critical spawning restrictions). Please note that this information does not serve as a substitute for direct consultation with Missouri Department of Conservation staff.

If you need additional information, please contact:

<p>MDC Natural Heritage Review Resource Science Division P.O. Box 180 Jefferson City , MO 65102-0180 (Phone 573-522-4115 ext. 3182) www.mdc.mo.gov</p>	<p>or</p>	<p>U.S. Fish and Wildlife Service Ecological Services 101 Park Deville Drive , Suite A Columbia , Missouri 65203-0007 (Phone 573-234-2132)</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

A HERITAGE REVIEW provides information about species and habitats of concern that could be affected by the project. Heritage records note things that were

positively identified at some date and time, marked at a location that may be more or less precise. Animals move quickly but plant communities can move also. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean the project may not encounter something. Because of this, reports include information about records near but not necessarily on the project site. Three different kinds of information are provided.

- FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007 ; Phone 573-234-2132; Fax 573-234-2181) for consultation.
- STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and protected under the Wildlife Code of Missouri (RSMo 3 CSR 10). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR10-4.111. "State Rank" is numeric rank of relative rarity, protected under general provisions of the Wildlife Code but not endangered.
- "Concerns & management recommendations" are things for which one might prudently look. There is no specific heritage record, but our knowledge of the surrounding landscape suggests consideration. 93% of Missouri's land is in private ownership, so most sites have never been carefully inspected by conservation professionals

This report is not a site clearance letter. Rather, it provides an indication of whether or not public lands

and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from our Heritage Database into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive natural resources. However, the Heritage Database is only one reference that should be used to evaluate potential adverse impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information and species biological characteristics would additionally ensure that species of conservation concern are appropriately identified and addressed.

Additional information on rare, endangered and watched species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about species mentioned may be accessed at http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. If you would like printed copies of best management practices cited as internet URLs, please contact us.

Best management practices

View Best Practice for Karst

View Best Practice for Prairie Chicken

View Best Practice for Indiana Bat

What Next?

You can now do any of the following:

View a printer—friendly version of this report

Return to the home page

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX E

GEOTECHNICAL REPORT

THIS PAGE INTENTIONALLY LEFT BLANK

Geotechnical Engineering Report

Rangeline Road Culvert #3380002

Boone County, Missouri

March 12, 2015

Terracon Project No. 09155005

Prepared for:

Shafer, Kline & Warren, Inc.

Columbia, Missouri

Prepared by:

Terracon Consultants, Inc.

St. Louis, Missouri

terracon.com

Terracon

Environmental

Facilities

Geotechnical

Materials

March 12, 2015



Shafer, Kline & Warren, Inc.
3200 Penn Terrace, Suite 100
Columbia, Missouri 65202

Attn: Mr. Dustin Berry, E.I.T.
P: [573] 442 4537
E: berry@skw-inc.com

Re: Geotechnical Engineering Report
Rangeline Road Culvert #3380002
Boone County, Missouri
Terracon Project Number: 09155005


Dear Mr. Berry:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above-referenced project. This study was performed in general accordance with our proposal number D0914191, dated December 23, 2014. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations for the proposed bridge project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.


Sruthi Mantri, E.I.
Staff Geotechnical Engineer


Jonathan D. Bruner, P.E.
Senior Geotechnical Engineer
Missouri No. 2001004566
Renews 12/31/2015

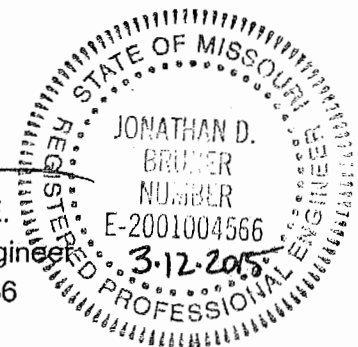


TABLE OF CONTENTS

	Page
EXECUTIVE SUMMARY	i
1.0 INTRODUCTION.....	1
2.0 PROJECT INFORMATION	1
2.1 Project Description.....	1
2.2 Site Location.....	2
3.0 SUBSURFACE CONDITIONS	2
3.1 Geology	2
3.2 Typical Profile	3
3.3 Groundwater	3
4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION	4
4.1 Geotechnical Considerations	4
4.1.1 Soft Subgrade Potential.....	4
4.2 Earthwork	4
4.2.1 Site Preparation.....	4
4.2.2 Material Requirements	5
4.2.3 Compaction Requirements	6
4.2.4 Utility Trench Backfill	6
4.2.5 Construction Considerations.....	6
4.3 Foundations	7
4.3.1 Driven Pile Design Recommendations	7
4.3.2 Driven Pile Construction Considerations	7
4.3.3 Drilled Pier Design Recommendations	8
4.3.4 Drilled Pier Construction Considerations	9
4.4 Seismic Site Class	10
4.5 Lateral Earth Pressures	10
5.0 GENERAL COMMENTS	13

APPENDIX A – FIELD EXPLORATION

Exhibit A-1	Site Location Map
Exhibit A-2	Boring Location Diagram
Exhibit A-3	Field Exploration Description
Exhibit A-4 and A-5	Boring Logs

APPENDIX B – SUPPORTING INFORMATION

Exhibit B-1	Laboratory Testing
-------------	--------------------

APPENDIX C – SUPPORTING DOCUMENTS

Exhibit C-1	General Notes
Exhibit C-2	Unified Soil Classification System
Exhibit C-3	General Notes – Rock Properties

EXECUTIVE SUMMARY

A geotechnical exploration has been performed for the proposed Rangeline Road bridge located on Rangeline Road at its intersection of Ben Williams Road in eastern Boone County, Missouri. Two (2) borings, designated B-1 and B-2, were performed to depths of approximately 33½ and 28 feet, respectively, below the existing ground surface near the proposed boring locations.

Based on the information obtained from our subsurface exploration, we have developed professional opinions and recommendations, which are summarized below.

- ☐ Auger refusal was encountered on limestone at depths of approximately 33½ feet near the west abutment, and 23 feet near the east abutment. Abutments can be supported on steel piles driven to practical refusal in limestone, unless additional embedment is required. Pre-boring through the limestone may be required to allow for deeper penetration into the underlying bedrock. Drilling through the limestone layer is expected to be difficult. The bridge abutments can also be supported on drilled piers extended into limestone bedrock.
- ☐ In our opinion, the 2010 American Association of State Highway and Transportation Officials (AASHTO) seismic site classification for this site is D.

The professional opinions and recommendations presented in this report are based on evaluation of data developed by testing discrete samples obtained from widely-spaced borings. Site subsurface conditions have been inferred from available data, but actual subsurface conditions will only be revealed by excavation. So that variations in subsurface conditions which may affect the design can be addressed as they are encountered, we recommend that Terracon be retained to observe excavations and perform tests during the site preparation, earthwork and foundation construction phases of the project.

This executive summary should not be separated from or used apart from this report. This report presents recommendations and opinions based on our understanding of the project at the time the report was prepared. The report limitations are described in the **GENERAL COMMENTS** section of this report.

**GEOTECHNICAL ENGINEERING REPORT
RANGELINE ROAD CULVERT #3380002
BOONE COUNTY, MISSOURI**

Terracon Project No. 09155005

March 12, 2015

1.0 INTRODUCTION

A geotechnical exploration has been performed for the proposed Rangeline Road bridge located on Rangeline Road at its intersection of Ben Williams Road in eastern Boone County, Missouri. Two (2) borings, designated B-1 and B-2, were performed to depths of approximately 33½ and 28 feet, respectively, below the existing ground surface near the proposed locations. Logs of the borings along with a Site Location Map, Geologic Map, and a Boring Location Diagram are included in Appendix A of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- ▣ subsurface soil and rock conditions
- ▣ groundwater conditions
- ▣ earthwork
- ▣ foundation design and construction
- ▣ lateral earth pressures
- ▣ seismic site classification

2.0 PROJECT INFORMATION

2.1 Project Description

Item	Description
Site layout	See Appendix A, Figure A-3, Boring Location Diagram
Structure	We anticipate that the existing box culvert will be replaced with a two-lane, single-span bridge structure located along the same alignment as the existing culvert.
Maximum loads (estimated by Terracon)	Unknown at the time of this report. We anticipate maximum foundation loads of approximately 300 kips.
Grading	Detailed site plans were not provided at the time that this report was prepared. For the scope and purposes of this report, we estimate that less than 5 feet of cut and/or fill will be required to achieve final grade.
Cut and fill slopes	Unknown at the time that this report was prepared. The proposed scope of work does not include an analysis of the stability of slopes. A proposal for these services can be provided if requested.

Item	Description
Retaining walls	We anticipate the abutments may include reinforced concrete walls with unbalanced backfill levels on opposite sides.

2.2 Site Location

Item	Description
Location	Rangeline Road at its intersection of Ben Williams Road in eastern Boone County, Missouri. Latitude: 38.8753°N; Longitude: 92.2115°W
Existing improvements	Single-span, two-lane existing box culvert
Existing topography	Relatively level with the exception of the creek banks sloping down toward the creek channel.

3.0 SUBSURFACE CONDITIONS

3.1 Geology

Most of the upland area is covered by a thin loess blanket and residual soils derived from the weathering of the parent bedrock. Highly plastic clays that exhibit volume change with variations in moisture are commonly encountered near the ground surface.

Based on the 2003 Geologic Map of Missouri, Missouri Department of Natural Resources, bedrock at this site consists primarily of the of the Pennsylvanian aged Cherokee Group (Pc) which is underlain, in turn, by the Mississippian aged Burlington formation (Mo). The Cherokee Group is predominantly comprised of cyclic deposits of shale, sandstone, limestone, and coal. This group contains most of the mineable coal beds in Missouri.

The Burlington formation is characteristically a white to gray, medium to coarsely crystalline, medium to coarsely crinoidal, chert free to sparsely cherty limestone. Solution features, including caves and sinkholes, are commonly present in this formation. No caves or sinkholes are known to exist, or are published to exist, within 1 mile of this project site.

It is difficult to predict future sinkhole activity. Sinkholes and caves in this area are in various stages of development and can appear at any time. Site grading and drainage may alter site conditions and could possibly cause sinkholes in areas that have no history of this activity.

3.2 Typical Profile

Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

Stratum	Approximate Depth to Bottom of Stratum (feet)	Boring Location	Material Description	Consistency/Density
Surface	0.3 to 0.4	All	3 to 4 inches of topsoil	N/A
1	1½	B-1	Fill: Lean Clay with trace organics	N/A
2	6½ to 12	All	Clayey Silt (ML) with varying amounts of organics	Loose
3	18 to 22	All	Fat clay (CH) or lean clay (CL) with trace gravel and sand	Medium stiff to stiff
4	32	B-1	Shaley fat clay (CH) with trace gravel and sand	Hard
5	21	B-2	Sandy lean clay (CL) with trace gravel and sand	Stiff
6	Undetermined ¹	All	Limestone	Moderately weathered

1. Boring B-1 encountered auger and split spoon sampler refusal at approximately 33.5 feet within this stratum. Boring B-2 encountered auger refusal at approximately 23 feet and was advanced an additional 5 feet to a depth of 28 feet using NQ-2 diamond coring techniques within this stratum. Highly weathered zones of limestone bedrock were encountered prior to auger refusal at depths of 21 to 32 feet in the borings. Varied top of bedrock elevations should be anticipated.

Conditions encountered at each boring location are indicated on the individual boring logs in Appendix A of this report. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual.

3.3 Groundwater

The boreholes were observed while drilling with augers for the presence and level of groundwater. Groundwater was not encountered in the borings at these times. Drilling fluids were introduced into the boreholes during mud rotary drilling and rock coring, obscuring further water observations. Due to the low permeability of the soils encountered in the borings, a relatively long period of time may be necessary for a groundwater level to develop and stabilize in a borehole in these materials. Long-term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the borings were performed. In addition, perched water can develop over low permeability soil strata. Therefore, groundwater levels during construction or at other times in the life of the structures may be different from the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

4.1 Geotechnical Considerations

Based on the results of the subsurface exploration, laboratory tests, and our analyses, it is our opinion that the proposed bridge should be supported on a foundation system that derives its support from the bedrock strata below the site. Abutments can be supported on steel piles driven to practical refusal in suitable limestone bedrock, or drilled piers that extend into suitable limestone bedrock. Pre-boring for driven piles may be required to achieve sufficient depths for the required lateral resistance. Excavations that extend into the silty or sandy soils encountered in the borings will likely need to be braced or shored for stability. Geotechnical consideration for this project is soft subgrade potential.

4.1.1 Soft Subgrade Potential

Silty and clayey soils with relatively high moisture contents and low N-values were encountered in the upper levels of the borings and could be exposed in excavations and cuts. These soils tend to become unstable when disturbed. During periods of dry weather, these soils may be stable upon initial exposure; however, these soils, if exposed, should be expected to be relatively soft and unstable under construction traffic. Further, depending upon site conditions during construction, overexcavation or stabilization of the subgrade and/or base of over-excavations may be needed to achieve a suitable working surface. Accordingly, we recommend that the owner budget for the possibility that overexcavation and/or subgrade stabilization may be required and contractors be prepared to handle potentially unstable and/or soft conditions.

4.2 Earthwork

4.2.1 Site Preparation

Plans for the proposed bridge were not provided so we do not know the extent to which approach grades may be altered. The following recommendations are applicable if approach grades will be raised above present grades and/or if the alignment will be widened or altered such that additional embankment fills will extend beyond the present roadway surface.

Prior to placing any fill, all vegetation, topsoil, and any otherwise unsuitable material should be removed from the construction areas. After stripping and grubbing, the subgrade should be proofrolled to aid in locating loose or soft areas. Proofrolling can be performed with a loaded, tandem-axle dump truck. Soft, dry, wet, or low-density soil should be removed or moisture conditioned and recompacted prior to placing fill.

Where fill is placed on existing slopes steeper than 5H:1V (horizontal to vertical), benches should be cut into the existing slopes prior to fill placement. The benches should have a minimum vertical face height of 1 foot and a maximum vertical face height of 3 feet and should be cut wide enough to accommodate the compaction equipment. This benching will help provide a positive bond between the fill and natural soils and reduce the possibility of failure along the new structural fill/existing slope interface. Furthermore, we recommend that fill slopes be overfilled and then cut back to develop an adequately compacted slope face.

4.2.2 Material Requirements

Compacted structural fill should meet the following material property requirements:

Fill Type ¹	USCS Classification	Acceptable Location for Placement
Moderate to High Plasticity Material ²	CH or CL (LL≥45 or PI≥25)	Not recommended for construction of high fills or slopes
Granular Material ³	GM, GC, SP, SW, SM, or SC	Scour analysis should be performed to provide protective measures where granular soils are present or will be placed.
Low Plasticity (LP) Material ⁴	CL (LL<45 & PI<25), ML, Granular Material ³	All locations and elevations

1. Materials used to construct structural fills should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material should be submitted to Terracon for evaluation. On-site soils generally appear suitable for use as fill, although the sandy soils are highly susceptible to erosion.
2. Delineation of moderately to highly plastic clays should be performed by a qualified geotechnical representative.
3. Crushed limestone aggregate, limestone screenings or granular material such as sand, gravel or crushed stone containing at least 15% low plasticity fines.
4. Low plasticity cohesive soil or granular soil having at least 15% low plasticity fines. Material should be approved by the geotechnical engineer.

4.2.3 Compaction Requirements

Item	Description
Fill Lift Thickness	9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used
Compaction Requirements ¹	At least 95% of the material's maximum standard Proctor dry density (ASTM D 698) or 70% relative density (ASTM D4253 and D4254)
Moisture Content – Cohesive Soil	-1 to +3% of the optimum moisture content value as determined by the standard Proctor test
Moisture Content – Granular Material	Workable moisture levels ²

1. We recommend that compacted structural fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
2. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

4.2.4 Utility Trench Backfill

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 inches of cohesive fill in non-pavement areas to reduce the infiltration and conveyance of surface water through the trench backfill.

4.2.5 Construction Considerations

Unstable creek bank conditions could develop during construction. The use of remotely operated equipment, such as a backhoe, would be beneficial to perform cuts on banks.

Temporary excavations will be required during construction. The contractor is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current Occupational Safety and Health Administration (OSHA) Excavation and Trench Safety Standards.

It is recommended that all exposed earth slopes be seeded to provide protection against erosion. Seeded slopes should be protected with erosion mats until the vegetation is established.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation, proofrolling, placement and compaction of controlled compacted fills, and backfilling of excavations into the completed subgrade.

4.3 Foundations

We recommend the proposed bridge be supported on a foundation system that derives its support from suitable bedrock. Recommendations for steel piles driven to practical refusal within suitable bedrock and drilled piers bearing within suitable bedrock are presented in the following paragraphs.

4.3.1 Driven Pile Design Recommendations

Steel piles driven to practical refusal within suitable bedrock can be used to support the large foundation loads for the proposed bridge. Steel sections driven through the surficial soils to practical refusal in the underlying limestone bedrock, using an appropriately sized hammer, could be designed using a maximum allowable working stress of 9,000 psi on the cross sectional area of the pile with a minimum 36 ksi yield strength steel. Pre-boring through upper portions of the bedrock may be required to meet lateral resistance criteria.

Driven piles should be installed in accordance with Section 702 of *MoDOT's Standard Specifications for Highway Construction* (most recent version). We recommend the design load bearing capacity of the piles be verified by an appropriate dynamic pile driving formula such as that used by MoDOT.

Pile foundations designed and constructed as recommended in this report would be expected to experience total settlements of less than ½-inch, in addition to elastic shortening of the pile materials. It is recommended each pile installation be documented to record the pile and hammer data, final tip elevation, pile length, driving resistance, final set and driven capacity.

4.3.2 Driven Pile Construction Considerations

Limestone bedrock was encountered at depths of approximately 32 feet and 21 feet below existing grade in Borings B-1 and B-2, respectively, so a variable top of rock elevation should be anticipated. Boring B-2 was extended below auger refusal at about 23 feet to about 28 feet below grade using NQ2 coring techniques. The quality and depth of the bedrock may vary and pile penetration into bedrock may be required to achieve practical pile refusal. We recommend that point reinforcement and/or flange stiffening be considered to protect pile tips from damage during potential hard driving conditions which may occur as the design capacity is being obtained. Care should be taken not to overdrive and damage the piles during installation. The contractor should be prepared to cut or splice piles, as necessary. Actual pile lengths will likely vary.

Frost action beneath pile caps and grade beams can cause uplift loads on the piles. To avoid the potential uplift loads, the base of the caps and grade beams should extend a minimum of 30 inches below the lowest adjacent outside grade.

We recommend that pile installation be observed by the geotechnical engineer. In order for the pile to develop the recommended capacity, measurements and observations should be made to verify that the pile tip elevation is within the recommended bearing stratum.

4.3.3 Drilled Pier Design Recommendations

Based on the borings the following parameters were developed for drilled piers.

Approximate Depth / Material (feet) ¹	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf) ²	Allowable Passive Pressure (psf)	Cohesion (psf)	Internal Angle of Friction (Degrees)	Strain ϵ_{50} ³	Lateral Subgrade Modulus (pci) ³
B-1							
0 - 3	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
3 - 12 (silt and lean clay)	125	---	500	500	---	0.017	70
12 - 22 (fat clay)	1,000	---	4,000	4,000	---	0.005	1,200
22 - 32 (Shaley clay)	1,500	---	6,000	6,000	---	0.004	2,000
Below 32 (Weathered limestone)	2,000	25,000	7,000	8,000	---	0.0005	2,500
B-2							
0 - 3	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
3 - 12 (silt)	125	---	500	500	---	0.017	70
12 - 21 (clay)	400	---	2,000	2,000	---	0.007	650
Below 21 (Limestone)	2,000	25,000	7,000	8,000	---	0.0005	2,500

1. Pier observation is recommended to adjust pier length if variable soil conditions are encountered.
2. The drilled pier must extend at least 3 feet, or one-half pier diameter, whichever is greater, into the bearing strata to achieve the full listed capacity.
3. Lateral subgrade modulus and ϵ_{50} values provided above are to be used with LPILE^{plus} software.

The above-indicated cohesion, strain, and lateral subgrade modulus values are ultimate values without factors of safety. The end bearing is an allowable parameters with a factor of safety of 3. The skin friction and passive resistance are allowable with a factor of safety of 2. The values given in the above table are based on our boring and past experience with similar soil types. Lateral resistance and friction in the upper 3 feet should be ignored due to the potential effects of frost action, desiccation, and drilling disturbance.

Long-term settlement of a drilled shaft foundation designed and constructed in accordance with the recommendations presented in this report, should be less than ½ inch.

4.3.4 Drilled Pier Construction Considerations

Pier drilling into limestone may be difficult and concentrated effort and/or core barrels may be necessary to advance the shaft excavation through zones of gravel, cobbles, boulders, limestone stringers, and/or weathered bedrock overlying competent bedrock. Groundwater was not encountered in the borings, but may be encountered during drilled pier excavation. Therefore, temporary casing may be needed to advance drilled pier excavations. In addition, casing may be necessary to maintain an open pier excavation in the sandy soils encountered in the borings. Temporary casing should be installed if personnel will enter the shafts.

The bottom of the pier excavations should be cleaned of any water and loose material before placing reinforcing steel and concrete. A minimum shaft diameter of at least 30 inches is required for entry of construction and testing personnel, and to facilitate clean-out and possible dewatering of the pier excavation.

Concrete should be placed soon after excavating to reduce bearing surface disturbance. Any water accumulating in the pier excavation should be pumped from the excavation or the water level should be allowed to stabilize and then concrete should be placed using the tremie method.

If concrete will be placed as the temporary casing is being removed, we recommend the concrete mixture be designed with a slump of about 5 to 7 inches to reduce the potential for arching when removing the casing. While removing the casing from a pier excavation during concrete placement, the concrete inside the casing should be maintained at a sufficient level to resist any earth and hydrostatic pressures outside the casing during the entire casing removal procedure.

We recommend that a representative of Terracon be present during drilling activities to observe the materials removed from the drilled pier excavations to evaluate when adequate capacity has been developed, to observe the base of the drilled pier to evaluate that the cuttings have been adequately removed, and also to observe concrete placement.

Although obvious signs of harmful gases such as methane, carbon monoxide, etc., were not noted in the borings during the drilling operations, gas could be encountered in the drilled shaft

excavations during construction. The contractor should check for gas and/or oxygen deficiency prior to any workers entering the excavation.

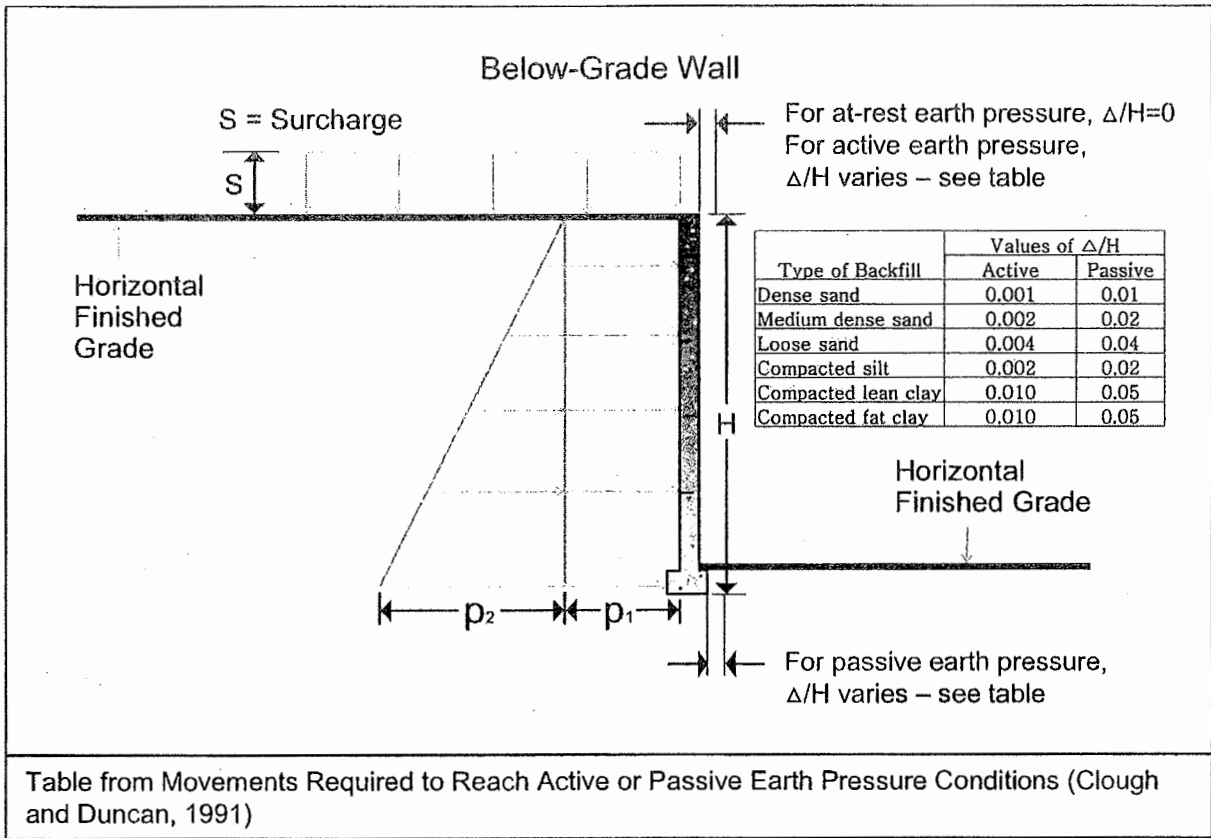
4.4 Seismic Site Class

Code	Site Classification
AASHTO LRFD Bridge Design Specifications ¹	D ²

1. In general accordance with the 2010 AASHTO LRFD Bridge Design Specifications, Fifth Edition, Section 3.10.3.1.
2. The AASHTO code requires a site soil profile extending to a depth of 100 feet be considered for seismic site classification. The current scope requested does not include exploration to a depth of 100 feet. The borings for this project extended to a maximum depth of approximately 34 feet and this seismic site coefficient assignment considers that similar or stiffer material continues below the maximum depth of the subsurface exploration. Alternatively, a geophysical exploration could be performed in order to attempt to justify a **more favorable site class**.

4.5 Lateral Earth Pressures

Reinforced concrete walls with unbalanced backfill levels on opposite sides, such as abutment walls, should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction, and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement and should be used for abutment walls. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.



Earth Pressure Coefficients

Earth Pressure Conditions	Coefficient for Backfill Type	Equivalent Fluid Density (pcf)	Surcharge Pressure, p_1 (psf)	Earth Pressure, p_2 (psf)
Active (K_a)	Granular - 0.33	40	$(0.33)S$	$(40)H$
	Lean Clay - 0.39	50	$(0.39)S$	$(50)H$
At-Rest (K_o)	Granular - 0.50	60	$(0.50)S$	$(60)H$
	Lean Clay - 0.56	70	$(0.56)S$	$(70)H$
Passive (K_p)	Granular - 3.0	360	---	---
	Lean Clay - 2.5	300	---	---

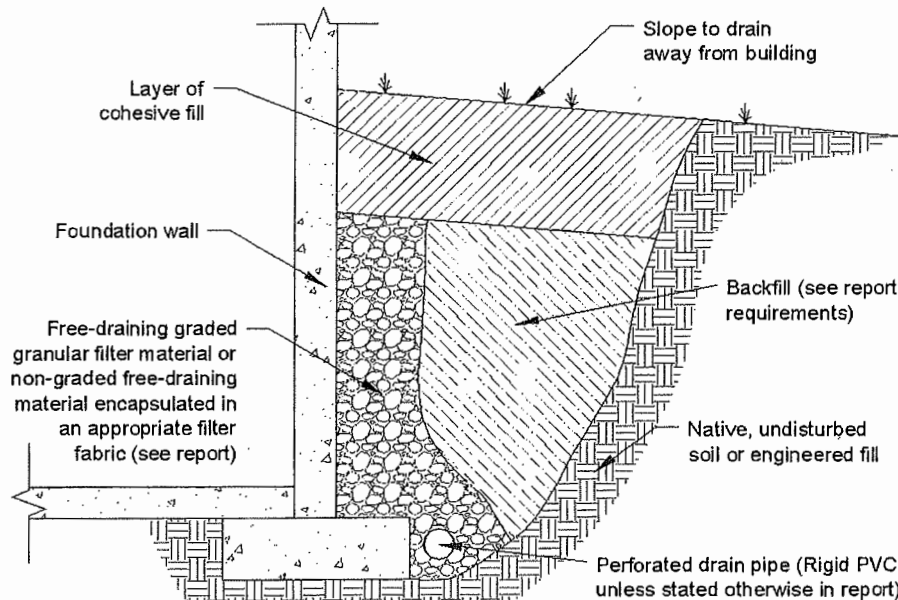
Applicable conditions to the above include:

- ☐ For active earth pressure, wall must rotate about base, with top lateral movements as indicated in the above tables
- ☐ For passive earth pressure to develop, wall must move horizontally to mobilize resistance as indicated in the above tables
- ☐ Uniform surcharge, where S is surcharge pressure
- ☐ In- Horizontal backfill, compacted at 95% to 98% of standard its Proctor maximum dry density
- ☐ Loading from heavy compaction equipment not included

- ☐ No hydrostatic pressures acting on wall
- ☐ No dynamic loading
- ☐ No safety factor included in soil parameters
- ☐ Ignore passive pressure in frost zone

Backfill placed against structures should consist of granular soils or low plasticity cohesive soils (i.e., fat clay is not acceptable backfill material). For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45, 45 and 60 degrees from vertical for the active, at-rest and passive cases, respectively. To calculate the resistance to sliding, a value of 0.30 should be used as the ultimate coefficient of friction between the footing and the underlying soil.

A perforated rigid plastic or metal drain line installed behind the base of walls that extend below adjacent grade is recommended to limit hydrostatic loading on the walls. The invert of a drain line around a below-grade wall should be placed near foundation bearing level. The drain line should be sloped to provide positive gravity drainage or to a sump pit and pump. The drain line should be surrounded by clean, free-draining granular material having less than 5 percent (by weight) passing the No. 200 sieve. The free-draining aggregate should be encapsulated in a filter fabric. The granular fill should extend to within 2 feet of final grade, where it should be capped with compacted cohesive fill to reduce infiltration of surface water into the drain system.



As an alternative to free-draining granular fill, a pre-fabricated drainage composite may be used. A pre-fabricated drainage composite is a plastic drainage core or mesh which is covered with filter fabric to prevent soil intrusion, and fastened to the wall prior to placing backfill.

If controlling hydrostatic pressure behind the wall as described above is not possible, then combined hydrostatic and lateral earth pressures should be calculated for lean clay backfill using an equivalent fluid weighing 90 and 100 pcf for active and at-rest conditions, respectively. For granular backfill, an equivalent fluid weighing 85 and 90 pcf should be used for active and at-rest, respectively. These pressures do not include the influence of surcharge, equipment or pavement loading, which should be added. Heavy equipment should not operate within a distance closer than the exposed height of retaining walls to prevent lateral pressures greater than those provided.

5.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon should also be retained to provide observation and testing services during grading, excavation, pavement construction and other earth-related construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

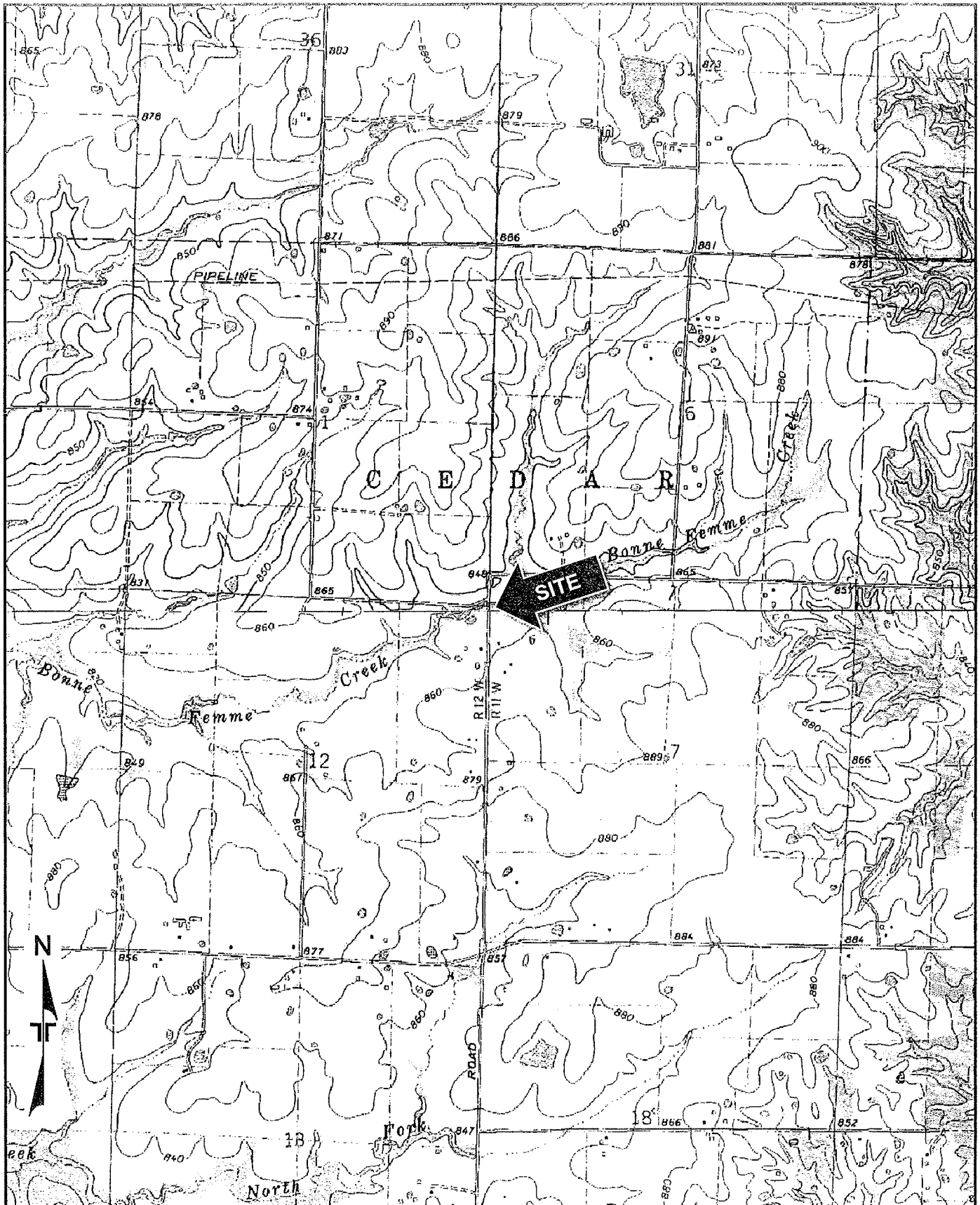
The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX A
FIELD EXPLORATION

THIS PAGE INTENTIONALLY LEFT BLANK



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
 QUADRANGLES INCLUDE: MILLERSBURG, MO (1/1/2000) and MILLERSBURG SW, MO (1/1/2000).

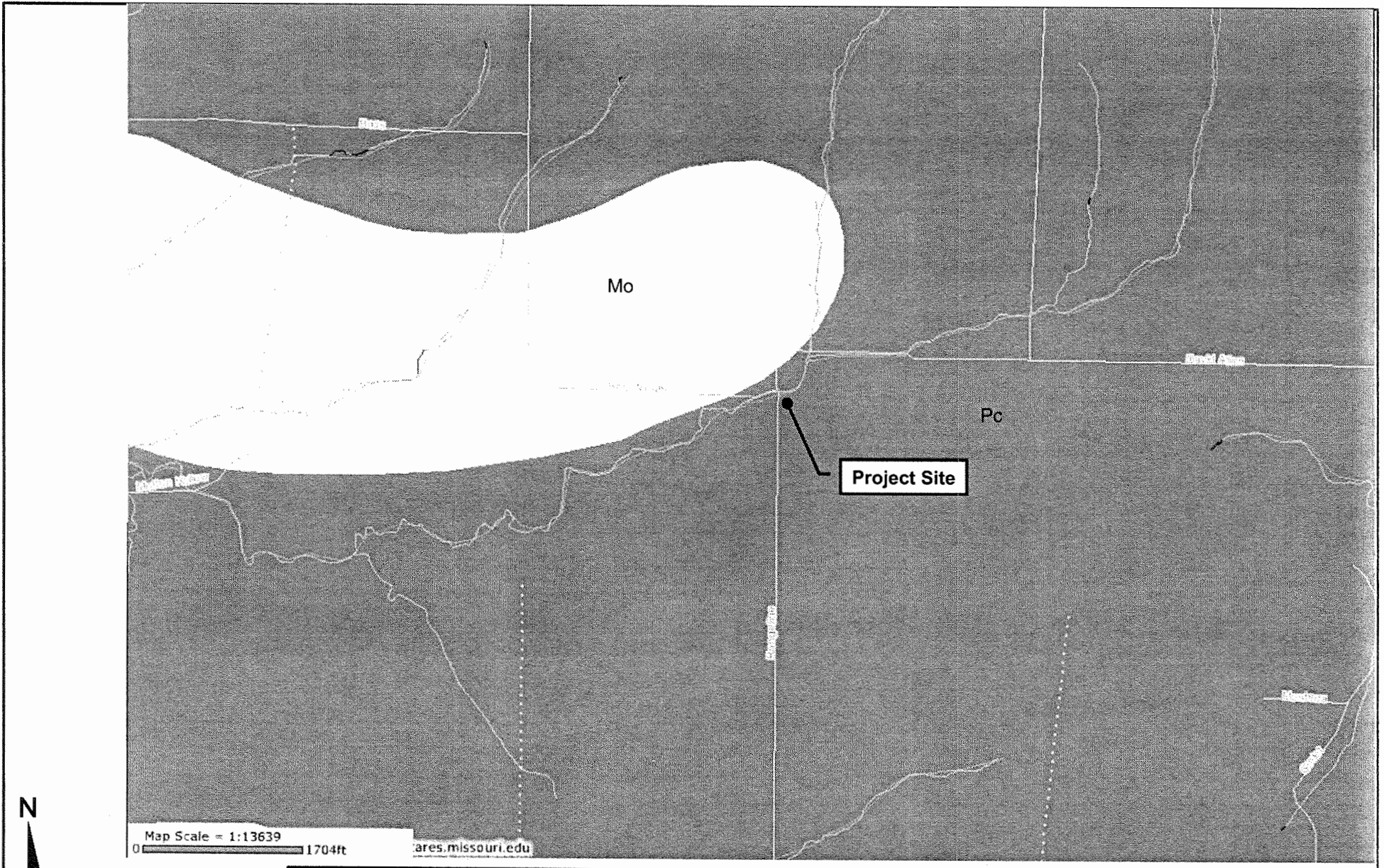
Project Manager: TJK
 Drawn by: SM
 Checked by: JDB
 Approved by: JDB

Project No. 09155005
 Scale: 1:24,000
 File Name: 09155005.A-1-3
 Date: 3/12/2015

Terracon
 3601 Mojave Ct. Suite A
 Columbia, MO 65202

SITE LOCATION MAP
 Rangeline Road Culvert #3380002
 Rangeline Road
 Boone County, Missouri

Exhibit
A-1



Map Scale = 1:13639 1704ft [eres.missouri.edu](http://www.eres.missouri.edu)

Project Manager:	TJK	Project No.	09155005
Drawn by:	SM	Scale:	GRAPHIC
Checked by:	JDB	File Name:	09155005 GMAP
Approved by:	JDB	Date:	3/12/2015

Terracon
 Consulting Engineers & Scientists

3601 Mojave Court, Suite A Columbia, Missouri 65202
 P [573] 214 2677 F [573] 214 2714

GEOLOGIC MAP

Rangeline Road Culvert #338002
 Rangeline Road
 Boone County, Missouri

Exhibit	A-2
---------	-----

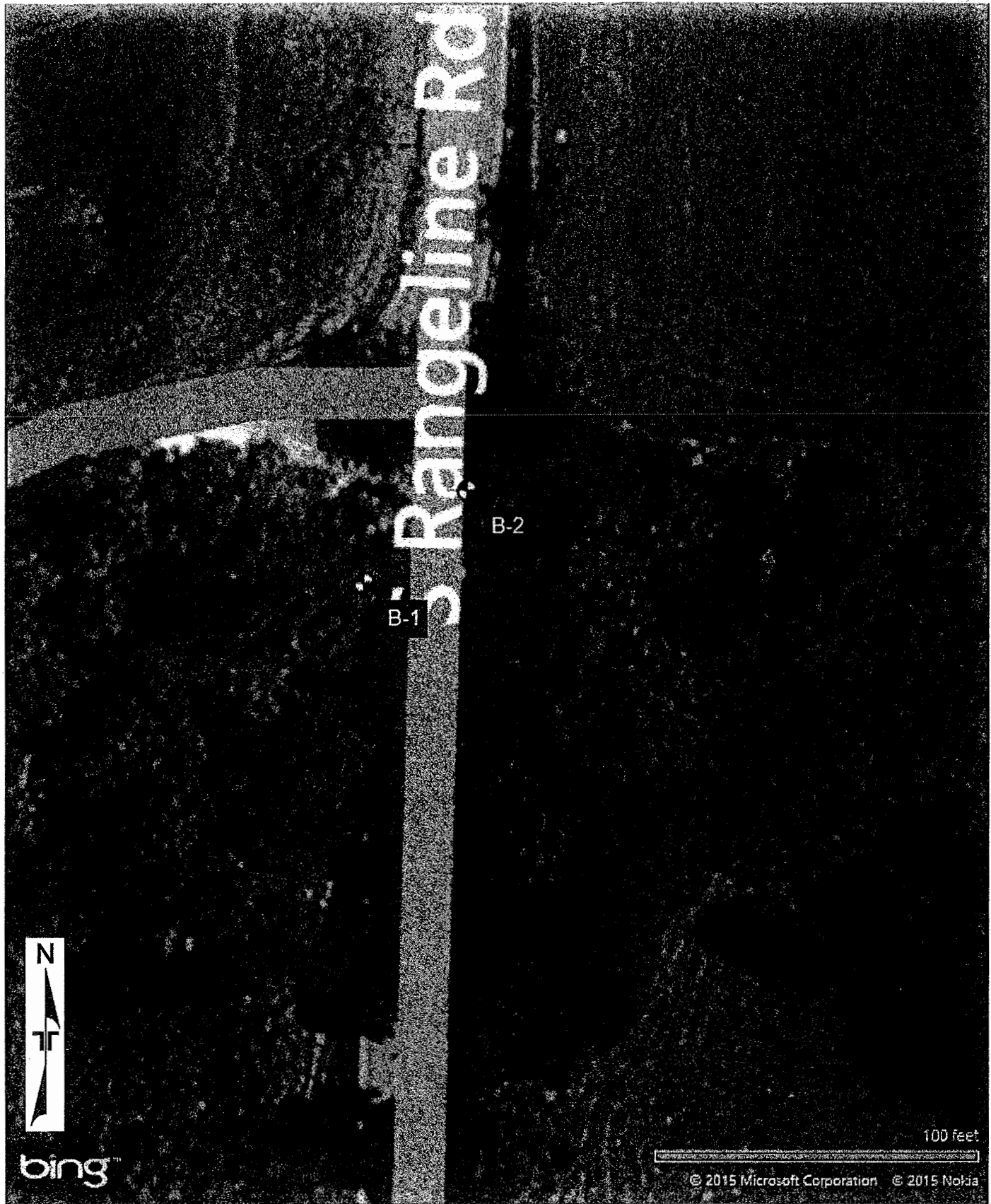



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager: TJK	Project No. 09155005	 3601 Mojave Ct. Suite A Columbia, MO 65202	BORING LOCATION DIAGRAM	Exhibit
Drawn by: SM	Scale: AS SHOWN		Rangeline Road Culvert #3380002	A-3
Checked by: JDB	File Name: 09155005_A-1-3		Rangeline Road	
Approved by: JDB	Date: 3/12/2015		Boone County, Missouri	

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification			
				Group Symbol	Group Name ^B		
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$ $Cu < 4$ and/or $1 > Cc > 3^E$	GW	Well-graded gravel ^F		
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH Fines classify as CL or CH	GM	Silty gravel ^{F,G,H}		
		Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$ $Cu < 6$ and/or $1 > Cc > 3^E$	SW	Well-graded sand ^I	
			Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH Fines classify as CL or CH	SP	Poorly graded sand ^I	
	Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}	
				$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}	
			Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
				Liquid limit - not dried		Organic silt ^{K,L,M,O}	
Silts and Clays: Liquid limit 50 or more		Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}		
			PI plots below "A" line	MH	Elastic Silt ^{K,L,M}		
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K,L,M,P}	
			Liquid limit - not dried		Organic silt ^{K,L,M,Q}		
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat		

^A Based on the material passing the 3-inch (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^E Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

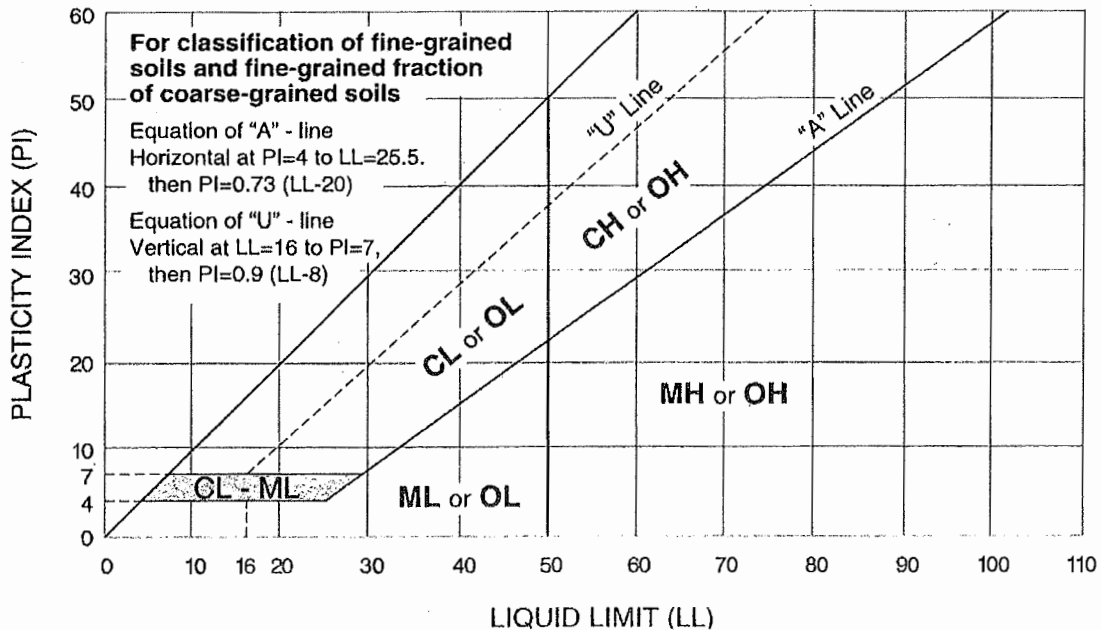
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



DESCRIPTION OF ROCK PROPERTIES

WEATHERING

Term	Description
Unweathered	No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces.
Slightly weathered	Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition.
Moderately weathered	Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a continuous framework or as corestones.
Highly weathered	More than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous framework or as corestones.
Completely weathered	All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact.
Residual soil	All rock material is converted to soil. The mass structure and material fabric are destroyed. There is a large change in volume, but the soil has not been significantly transported.

STRENGTH OR HARDNESS

Description	Field Identification	Uniaxial Compressive Strength, PSI (MPa)
Extremely weak	Indented by thumbnail	40-150 (0.3-1)
Very weak	Crumbles under firm blows with point of geological hammer, can be peeled by a pocket knife	150-700 (1-5)
Weak rock	Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with point of geological hammer	700-4,000 (5-30)
Medium strong	Cannot be scraped or peeled with a pocket knife, specimen can be fractured with single firm blow of geological hammer	4,000-7,000 (30-50)
Strong rock	Specimen requires more than one blow of geological hammer to fracture it	7,000-15,000 (50-100)
Very strong	Specimen requires many blows of geological hammer to fracture it	15,000-36,000 (100-250)
Extremely strong	Specimen can only be chipped with geological hammer	>36,000 (>250)

DISCONTINUITY DESCRIPTION

Fracture Spacing (Joints, Faults, Other Fractures)		Bedding Spacing (May Include Foliation or Banding)	
Description	Spacing	Description	Spacing
Extremely close	< ¼ in (<19 mm)	Laminated	< ½ in (<12 mm)
Very close	¼ in – 2-1/2 in (19 - 60 mm)	Very thin	½ in – 2 in (12 – 50 mm)
Close	2-1/2 in – 8 in (60 – 200 mm)	Thin	2 in – 1 ft (50 – 300 mm)
Moderate	8 in – 2 ft (200 – 600 mm)	Medium	1 ft – 3 ft (300 – 900 mm)
Wide	2 ft – 6 ft (600 mm – 2.0 m)	Thick	3 ft – 10 ft (900 mm – 3 m)
Very Wide	6 ft – 20 ft (2.0 – 6 m)	Massive	> 10 ft (3 m)

Discontinuity Orientation (Angle): Measure the angle of discontinuity relative to a plane perpendicular to the longitudinal axis of the core. (For most cases, the core axis is vertical; therefore, the plane perpendicular to the core axis is horizontal.) For example, a horizontal bedding plane would have a 0 degree angle.

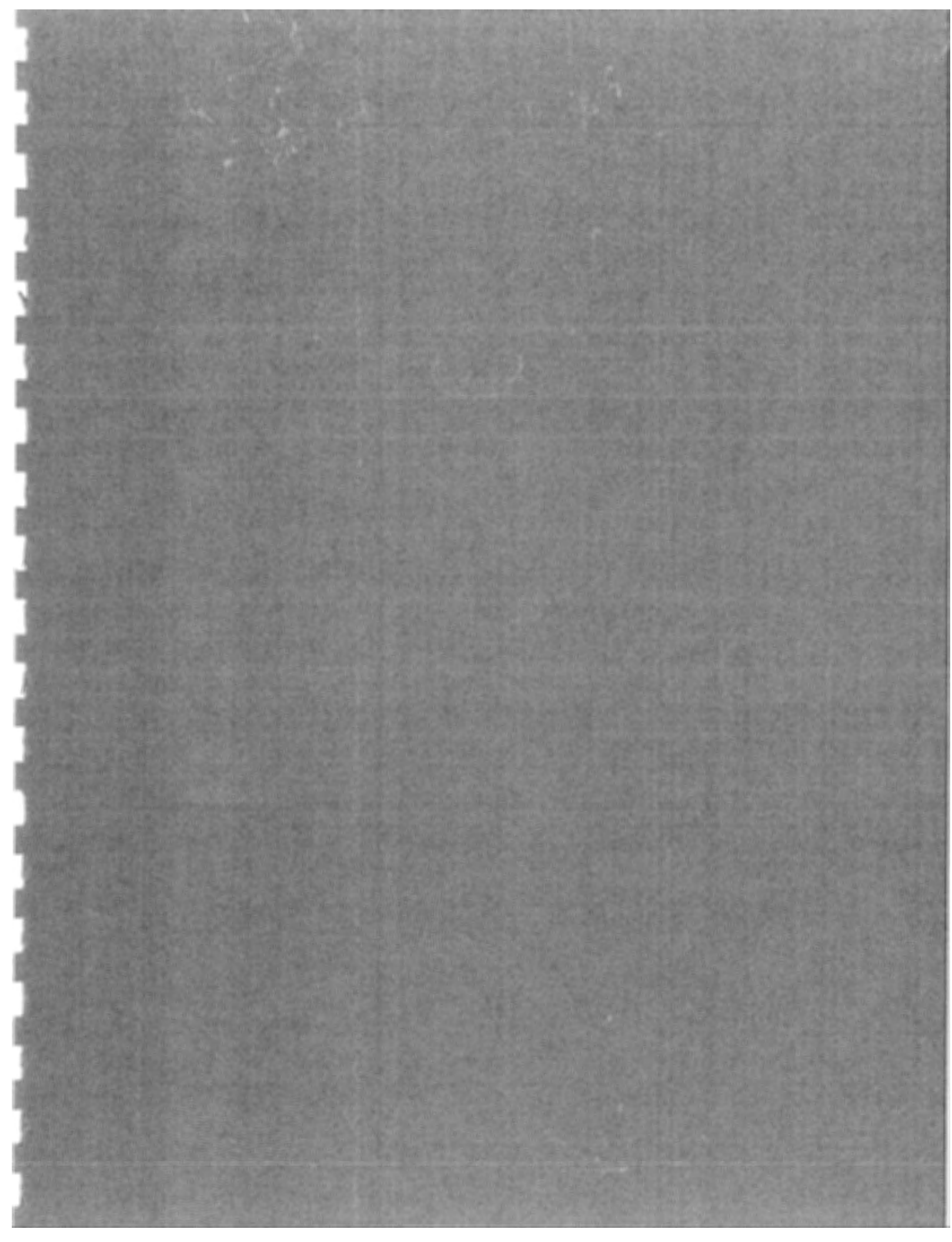
ROCK QUALITY DESIGNATION (RQD*)

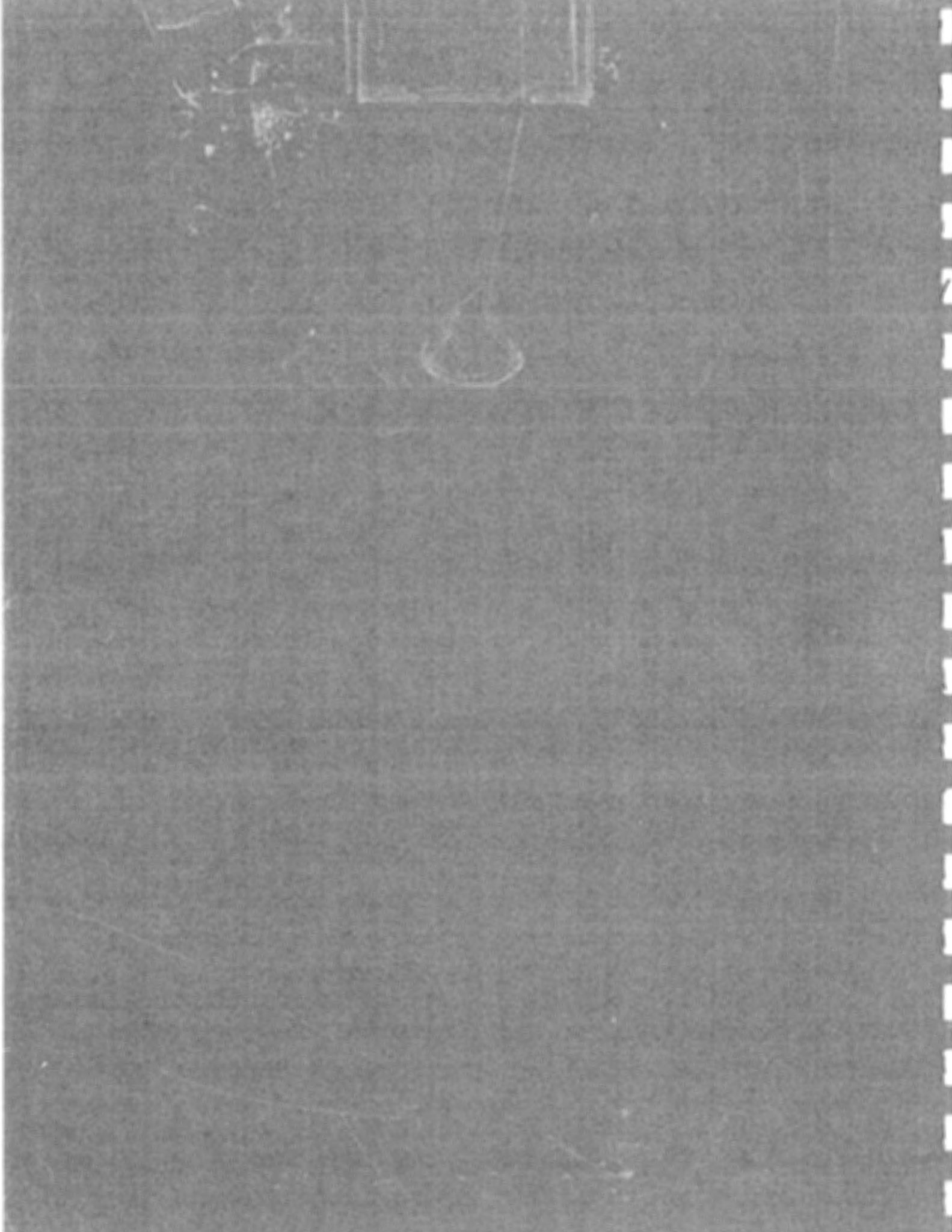
Description	RQD Value (%)
Very Poor	0 - 25
Poor	25 - 50
Fair	50 - 75
Good	75 - 90
Excellent	90 - 100

*The combined length of all sound and intact core segments equal to or greater than 4 inches in length, expressed as a percentage of the total core run length.

Reference: U.S. Department of Transportation, Federal Highway Administration, Publication No FHWA-NHI-10-034, December 2009
 Technical Manual for Design and Construction of Road Tunnels – Civil Elements

THIS PAGE INTENTIONALLY LEFT BLANK





NOTICE TO PROCEED

DATE: July 26, 2018
TO: Lehman Construction LLC.
ADDRESS: 900 Russellville Rd.
California, Missouri 665018
PROJECT: Bid Number: 18-12APR18
Rangeline Road Bridge Replacement

You are hereby notified that the Contract Time under the above contract will commence on **July 30, 2018**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **50** working.

All inspections for this project should be called in to the Boone County Resource Management office at (573) 886-4339. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: Keith Austin
Date: 7/26/18

Keith Austin
Chief Construction Inspector

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

3rd

day of

May

20

18

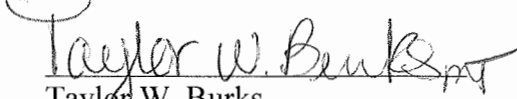
the following, among other proceedings, were had, viz:

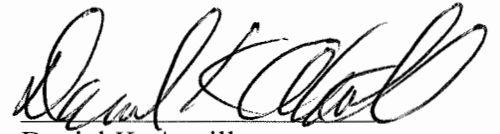
Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Bobby Prince Jr. in the amount of \$516.90.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said summary order.

Done this 3rd day of May, 2018

ATTEST:

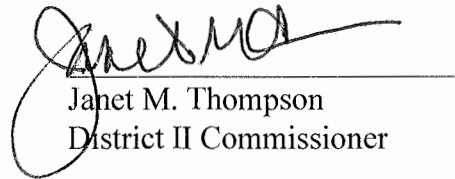

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Commission Order:

Now on this day the County Commission of the County of Boone does hereby take up the disposition of the 2017 tax sale surplus relating to Parcel No. 16-313-00-02-077.00

RSMo §140.230, as revised, authorizes the Commission to approve claims for any tax sale surplus held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to claim that surplus. In this instance, the owners of record at the time the subject property went to tax sale were: (1) Bobby Prince Jr.; (2) Mary Evelyn White; (3) David Ricardo Carter; (4) Brian Keith Curtis Carter; (5) Thomas O. Carter III; and (6) Randy Demarco Carter, as tenants in common. Bobby Prince Jr. has filed a verified surplus claim with the Boone County Treasurer, claiming one-sixth of the tax surplus proceeds. The verified surplus claim and other supporting documentation filed by Bobby Prince Jr. are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that Bobby Prince Jr. is the owner of a one-sixth, undivided interest as a tenant in common in the subject property and as such is entitled to the one-sixth of the total surplus of \$3101.42, or a total amount payable to Bobby Prince Jr. of \$516.90, and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to Bobby Prince, Jr. of \$516.90 via check payable to Bobby Prince Jr. in that amount.

Done this 3rd day of May, 2018.

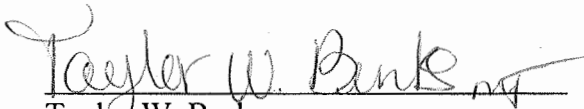


Daniel K. Atwill
Presiding Commissioner

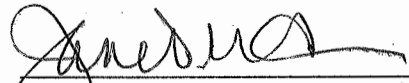


Fred Parry
District I Commissioner

ATTEST:



Taylor W. Burks
Clerk of the County Commission



Janet M. Thompson
District II Commissioner



COPY

Tom Darrough
Boone County Treasurer

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Bobby Prince, Jr., shown in the Boone County Collector's tax records as owner of a one-sixth undivided interest as a tenant-in-common in the property listed below, hereby claim one-sixth of the surplus amount of \$3101.42 (Three Thousand One Hundred One Dollars and Forty-two cents) or \$516.90 Five Hundred Sixteen Dollars and Ninety cents resulting from the tax certificate sale conducted by the Boone County Collector on August 28, 2017. I affirm that I am/was the legal owner of a one-sixth undivided interest as tenant-in-common in the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Parcel: #16-313-00-02-2-077.00

Parcel Address: 604 Hunt Ave.

Land Description: L6 Alamo Place SD as shown in Plat Book 3, Page 34.

Current mailing address:

2 Cherokee Ln
Street

Columbia City State MO. Zip 65202

Social Security Number: _____

Driver's License/State ID Number: H211034007

Daytime Telephone Number(s): 573 577-7206

Bobby Prince
Signature

4-27-18
Date

State of Missouri
County of Boone

On this 27 day of April in the year 2018, before me, the undersigned notary public, personally appeared Bobby Prince, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Christina M Johnson
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

CHRISTINA M. JOHNSON
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: Feb. 12, 2022
Commission # 14580100

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER



Tom Darrough
Boone County Treasurer

YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).

Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

MISSOURI

DRIVER LICENSE

CLASS F EXPIRES 12/03/2020
ID# H211034007 ISSUE 12/03/1945

1 PRINCE
2 BOBBY JR

3 12 CHEROKEE LN
4 COLUMBIA, MO 65202

9A END M
12 RESTRICTIONS NONE
15 SEX M 17 WGT 190 LB 18 HGT 5-06" 19 EYES BRO

6 ID 18210860005

Vernon's Annotated Missouri Statutes
Title XXIX. Ownership and Conveyance of Property
Chapter 442. Titles and Conveyance of Real Estate (Refs & Annos)
Generally

V.A.M.S. 442.450

442.450. Conveyance to more than one--effect

Currentness

Every interest in real estate granted or devised to two or more persons, other than executors and trustees and husband and wife, shall be a tenancy in common, unless expressly declared, in such grant or devise, to be in joint tenancy.

Credits

(R.S.1939, § 3504.)

Notes of Decisions (111)

V. A. M. S. 442.450, MO ST 442.450

Statutes are current through the end of the 2017 First Regular Session and First and Second Extraordinary Sessions of the 99th General Assembly. Constitution is current through the November 8, 2016 General Election.

End of Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 04/12/2012 at 12:47:56 PM

Instrument # 2012008084 Book 3945 Page 160

Grantor PRINCE, CHANDRA M
Grantee PRINCE, BOBBY JR

Instrument Type QTCL
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



QUIT-CLAIM DEED

(INFORMATION PROVIDED ON THIS DOCUMENT MUST BE TYPED OR PRINTED)

THIS INDENTURE, Made and entered into this 12 day of March A D. Two Thousand and 12 by and

between Chandra M. Prince (Grantor),

of the County of Boone, in the State of Missouri, party or parties of the First Part, and

Bobby Prince Jr., Mary Evelyn White, David Ricardo Carter, Bryan Keith Curtis Carter,
Thomas O. Carter III, Randy Demarco Carter. (Grantee's mailings address)
204 Hunt Ave, 708 N. 4th St. Columbia Mo. 65201

of Boone County, State of Missouri party or parties of the Second Part:

WITNESSETH, That the said party or parties of the First Part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit: Lot Six (6) in Alamo Place, a Subdivision of the East part of the Northeast Quarter of Section ten (10) and the west part of the Northwest Quarter of section Eleven (11) in Township Forty-eight (48), Range Thirteen (13), in Boone County, Missouri.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

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

Chandra Prince
Chandra Prince

(ALL SIGNATURES MUST HAVE THE NAME TYPED OR PRINTED UNDERNEATH)

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

BOONE COUNTY MO APR 12 2012

STATE OF MISSOURI)
COUNTY OF Boone) ss. March

On this 14th day of February, 2012 before me personally appeared Chandra Prince

_____ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

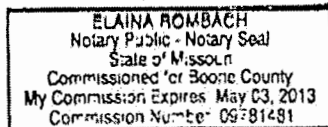
official seal at my office in Boone County, the day and year first above written.

My term expires May 03, 2017

(Seal)

Elaina Rombach
Notary Public

Elaina Rombach



Nora Dietzel, Recorder of Deeds

Boone County, Missouri



Recorded in Boone County, Missouri

Unofficial Document

Date and Time: 07/07/2015 at 11:05:46 AM

Instrument #: 2015014128 Book: 4486 Page: 93

Instrument Type: R
Recording Fee: \$24.00 S
No. of Pages: 1

Nora Dietzel
Nora Dietzel, Recorder of Deeds



RELEASE OF TAX SALE CERTIFICATE OF PURCHASE

For Indexing Purposes:

Grantor (s): Patricia S. Lensmeyer, Collector of Revenue in and for Boone County, Missouri, and Gray Williams LLC
Grantee (s): Bobby Prince Jr, Mary Evelyn White, David Ricardo Carter, Bryan Keith Curtis Carter, Thomas O Carter III, Randy Demarco Carter

WHEREAS, Patricia S. Lensmeyer, Boone County Collector of Revenue, sold the below described property to the purchaser, Gray Williams LLC for taxes, costs and penalties due thereon for the years 2012 and 2013, on the 25th day of August 2014; and

WHEREAS, Tax Sale Certificate of Purchase 2014 - 17 was issued, and recorded in the Recorder's office in and for the County of Boone and State of Missouri, in Book 4344 at Page 135 pertaining to the following described property

To Whom Assessed:

Prince Bobby Jr, White Mary Evelyn, Carter David Ricardo, Carter Bryan Kelth Curtis, Carter Thomas O III, Carter Randy Demarco

604 Hunt Ave
Columbia MO 65203-2059
Parcel #: 16-313-00-02-077.00 Sec 11 T48 R13 604 Hunt Ave
Legal Description: L6 Alamo Place SD as shown in Plat Book/Page 3/34

WHEREAS, by operation of law, the purchaser, including his/her heirs and assigns, has forfeited all rights to the above described property acquired by the Tax Sale Certificate of Purchase by said property having been redeemed.

NOW, THEREFORE, on this 7th day of July, 2015, the undersigned, Brian McCollum, Boone County Collector of Revenue does hereby cancel and release the Tax Sale Certificate of Purchase on the above described real estate in accordance with Section 140.410, RSMo, and has caused these presents to be signed.

Brian McCollum
Brian McCollum, Boone County Collector of Revenue

State of Missouri }
County of Boone }

On this 7 day of July, 2015, before me personally appeared Brian McCollum, Boone County Collector of Revenue, who being duly sworn, did say that he acknowledged the said instrument was duly executed by him for the purposes therein stated.

CHERI SAPP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires August 9, 2017
Commission # 13470380

Cheri Sapp
Notary Public Cheri Sapp

Nora Dietzel, Recorder of Deeds

Boone County, Missouri



Recorded in Boone County, Missouri

Unofficial Document

Date and Time: 08/28/2014 at 11:36:13 AM
Instrument #: 2014016568 Book: 4344 Page: 135

Grantor: LENSMEYER, PATRICIA S
Grantee: GRAY WILLIAMS LLC

Instrument Type: CERT
Recording Fee: \$27.00 S
No. of Pages: 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



TAX SALE CERTIFICATE OF PURCHASE

For Indexing Purposes:

Grantor(s): Patricia S. Lensmeyer, Boone County Collector of Revenue and Bobby Prince Jr, Mary Evelyn White, David Ricardo Carter, Bryan Keith Curtis Carter, Thomas O Carter III, Randy Demarco Carter
Grantee(s): Gray Williams LLC

State of Missouri }
County of Boone } ss

No: 2014 - 17

Now, on this 28th day of August, 2014, I, Patricia S. Lensmeyer, Collector of Revenue in and for Boone County, Missouri, do hereby certify that Gray Williams LLC of 610 Green St, Centralia MO 65240, did, on the day hereinafter set forth, between the hours of 10:00 A.M. and 4:00 P.M. of the respective day, purchase at public auction, at the Boone County Courthouse in Columbia, Missouri, the lands and town lots below described, situated in the said County of Boone for the taxes, interest, penalties and costs due and unpaid thereon for the years listed below, and paid as purchase money on each tract or lot the total amount of taxes, interest, penalties and costs thereon as stated herein below the description of each tract or lot.

Date of Sale	Owner or To Whom Assessed	Purchaser
August 25, 2014	Prince Bobby Jr, White Mary Evelyn, Carter David Ricardo, Carter Bryan Keith Curtis, Carter Thomas O III, Carter Randy Demarco 604 Hunt Ave Columbia MO 65203-2059	Gray Williams LLC 610 Green St Centralia MO 65240

Description: Parcel # 16-313-00-02-077.00 Sec 11 T48 R13 Parcel Address 604 Hunt Ave

L6 Alamo Place SD as shown in Plat Book/Page 3/34

Year Delinquent/Assessed Value: 2012/ \$10,032 2013/ \$10,032

TAX SALE COSTS						Total Due \$ 2,083.51 (To bear interest at 10% rate per annum)
	2012R025572	2013R025721				
Tax Amount	\$ 667.50	\$ 670.82	\$	\$	\$	Bid Amount \$ 2,500.00
Penalty	\$ 226.95	\$ 107.36	\$	\$	\$	
Fees	\$ 81.81	\$ 54.49	\$	\$	\$	Surplus \$ 418.49
Clerk Fee	\$.25	\$.25	\$	\$	\$	
Ret Check Fee	\$.00	\$	\$	\$	\$	
Lien Search	\$ 49.88	\$	\$	\$	\$	
Surveyor Fee	\$.00	\$	\$	\$	\$	
Postage	\$ 137.20	\$	\$	\$	\$	
Advertising	\$ 60.00	\$	\$	\$	\$	
Recording Fee	\$ 27.00	\$	\$	\$	\$	
Total	\$ 1,260.59	\$ 832.92	\$.00	\$.00	\$.00	

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO AUG 28 2014

I, Patricia S. Lensmeyer, Collector of Revenue, in and for Boone County, Missouri, hereby certify the above to be the true amount due against said land above described as the same appears on the records. I further certify I received the 25th day of August, 2014, from Gray Williams LLC, the sum of \$2,500.00, the amount of purchase money on the above tract or lot of land. At any time after the expiration of one year from the date of this sale the above-named purchaser, his/her heirs or assigns, will upon application and compliance with the provisions of law pertaining thereto, be entitled to a deed of conveyance for any real estate herein described, which shall not have been redeemed, provided, that on the failure of the holder of this certificate to take said deed, as entitled by law, and file the same of record within two years from the date of such sale, then and in that event the amount due such purchaser shall cease to be a lien on such lands so purchased as herein provided.

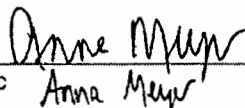
IN WITNESS WHEREOF, I hereunto set my name and affix my seal at my office in Columbia, Missouri, the 28th day of August, 20 14


Patricia S. Lensmeyer, Boone County Collector of Revenue



State of Missouri }
County of Boone } ss

On this 28th day of August in the year 2014, before me, the undersigned notary public, personally appeared Patricia S. Lensmeyer, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.


Notary Public Anna Meyer

ANNA MEYER
Notary Public - Notary Seal
State of Missouri - County of Boone
My Commission Expires April 23, 2018
Commission #14608640

ASSIGNMENT OF CERTIFICATE

Cannot be assigned to a non-resident or delinquent taxpayer, §140.410 RSMo., as amended.

State of Missouri }
County of Boone } ss

In consideration of the sum of _____ dollars to me paid by _____ of the County of _____ and State of Missouri, I, the within named _____ do hereby sell, assign, transfer and set over to the said _____, his/her heirs, executors, administrators and assigns the within certificate of purchase and all my right, title and interest in or to the real estate therein described, to have and to hold to the said _____, his/her heirs, executors, administrators and assigns, to his/her and their sole use, benefit and behoof forever.

This assignment has been executed by me on this _____ day of _____, 20____

Signature

ACKNOWLEDGEMENT

State of Missouri }
County of Boone } ss

On this _____ day of _____, 20____, before me, a Notary Public within and for the County and State aforesaid, personally appeared _____ who acknowledged the foregoing instrument to be his/hor free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this the _____ day of _____, 20____.

Notary Public

Nora Dietzel, Recorder of Deeds

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri
Date and Time 03/26/2007 at 01:16:37 PM

Instrument # 2007006849 Book 3113 Page 59

Grantor CARTER, ETTA E
Grantee PRINCE, CHANDRA MARCEL

Instrument Type QTCL
Recording Fee \$27.00 S
No of Pages 2

Battle Johnson
Battle Johnson, Recorder of Deeds



QUIT-CLAIM DEED

(INFORMATION PROVIDED ON THIS DOCUMENT MUST BE TYPED OR PRINTED)

THIS INDENTURE, Made and entered into this 26 day of March A.D. Two Thousand and 07, by and between Etta E Carter and Thomas O. Carter (Grantor), of the County of Boone, in the State of Missouri, party or parties of the First Part, and Chandra Marcel Prince (Grantee), (Grantee's mailings address) 1121 Elleta Blvd Apt A Columbia Missouri 65202 of Boone County, State of Missouri party or parties of the Second Part;

WITNESSETH, That the said party or parties of the First Part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

Lot Six (6) in Alamo Place, a Subdivision of the East part of the Northeast Quarter of Section Ten (10) and the West part of the Northwest Quarter of Section Eleven (11), in Township Forty-Eight (48), Range Thirteen (13), in Boone County, Missouri.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name-or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

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

Witness: *Etta E. Carter*
ETTA E. CARTER

Thomas O. Carter
THOMAS O. CARTER

(ALL SIGNATURES MUST HAVE THE NAME TYPED OR PRINTED UNDERNEATH)

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

BOONE COUNTY MO MAR 26 2007

STATE OF MISSOURI)
COUNTY OF BOONE) ss.

On this 26th day of MARCH, 20 07 before me personally appeared ETTA E. CARTER
& THOMAS O. CARTER to me known to be the person or persons described in and who executed
the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



(Seal)

LYN WOOLFORD
My Commission Expires
May 2, 2010
Boone County
Commission #06879429

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

My term expires May 2, 2010
Lyn Woolford
Notary Public
Lyn Woolford

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Warranty Deed

938

Filed for record on September 5 1985 at 11:27 o'clock A.M. in Boone County, Mo.

Document No. 11637 recorded in Book 545 Page 938 **Unofficial Document**

THIS DEED, Made and entered into this 5th day of September A.D. One Thousand Nine Hundred and

Eighty Five .. by and between I. STANLEY WILLIAMS and VIRGINIA L. WILLIAMS, husband and wife

of Boone County, State of Missouri party or parties of the first part, and

(Grantee's mailing address is:) BETTY SUE PRINCE
604 Hunt Avenue, Columbia, Mo. 65203
of Boone County, State of Missouri party or parties of the second part

WITNESSETH, That the said party or parties of the First Part for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part, the following described real estate situated in the County of Boone, in the State of Missouri to-wit,

Lot Six (6) in Alamo Place, a Subdivision of the East part of the Northeast Quarter of Section Ten (10) and the West part of the Northwest Quarter of Section Eleven (11), in Township Forty-eight (48), Range Thirteen (13), in Boone County, Missouri.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises unto the said party or parties of the Second Part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

EXCEPT TAXES for the year 1985 and thereafter.

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

WITNESS
X I. Stanley Williams
I. Stanley Williams
X Virginia L. Williams
Virginia L. Williams

STATE OF MISSOURI }
County of Boone }
On this 5th day of September, 1985

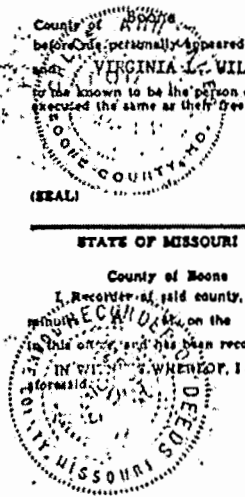
I, STANLEY WILLIAMS }
VIRGINIA L. WILLIAMS, husband and wife, }
to be known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri the day and year first above written.
My term expires March 10, 1987
Chloe Ann Jones Notary Public

STATE OF MISSOURI }
County of Boone }
IN THE RECORDER'S OFFICE

I, Recorder of said county, do hereby certify that the within instrument of writing was, at 11 o'clock 27 ...
on the 5 day of September A.D. 1985, duly filed for record
in this office, and has been recorded in Book 545, Page 938.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.
BETTY JOHNSON Recorder
by Chris Walthall deputy
CHRIS WALTHALL



Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 3rd day of May 20 18

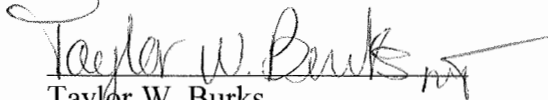
the following, among other proceedings, were had, viz:

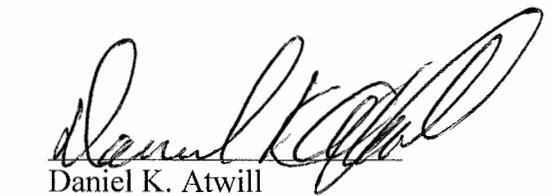
Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

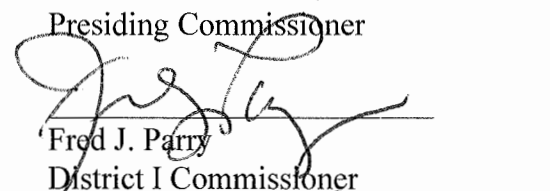
Name	Board	Period
Jay Creasy	Building Code Commission	May 1, 2018 through April 30, 2020

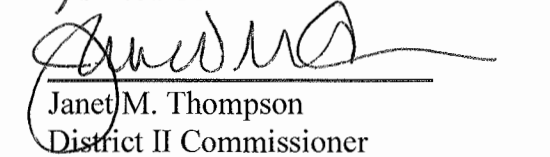
Done this 3rd day of May, 2018.

ATTEST:


 Taylor W. Burks
 Clerk of the County Commission

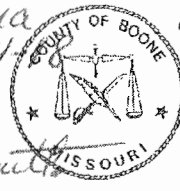

 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner

Discussed via phone 4-24
wants to reapply + nothing fed.
yes - re-appoint 5-1-18



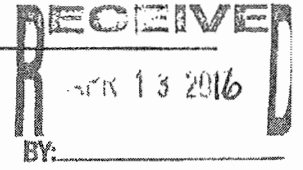
re-appoint
4-19-16
per staff mtg

Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

5-1-16 + 5-1-18

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM



Board or Commission: Building Code Commission Term: 2016

Current Township: Columbia Today's Date: 4-12-16

Name: JAY CREASY

Home Address: 911 West Rollins Road

City: Columbia Zip Code: 65203

Business Address: 911 West Rollins Road

City: Columbia Zip Code: 65203

Home Phone: 573-492-8882 Work Phone: 573-999-9009

Fax: _____ E-mail: benchmarkj@hotmail.com

Qualifications: I own a home inspection company and am very familiar with the building codes. I also serve on the city of Columbia's Building Code Commission.