

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 18

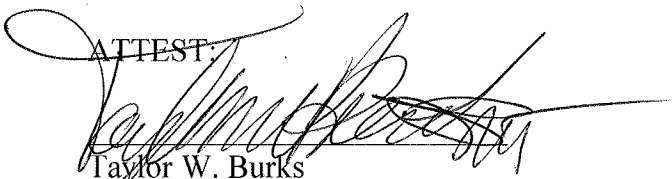
In the County Commission of said county, on the 17th day of July 20 18

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


Now on this day the County Commission of the County of Boone does hereby award bid 32-28JUN18-Route Z and Enterprise Drive Improvements to Emery Sapp & Sons, Inc. of Columbia, Missouri.

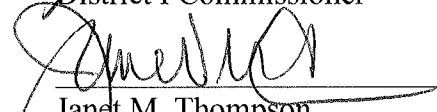
Terms of the contract award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 17th day of July, 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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: July 11, 2018  
RE: 32-28JUN18- Route Z and Enterprise Drive Improvements

32-28JUN18 – Route Z and Enterprise Drive Improvements opened on July 2, 2018.  
Three (3) bids were received.

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

Cost of the contract is \$1,339,954.78. There will be a 10% contingency of \$133,995.48  
added for a Purchase Order total of \$1,473,950.26 which will be paid from department  
2045 – RM – Design & Construction, account 71202 – Contractor Costs. The engineer's  
estimate was \$1,573,034.00

att: Bid Tab

cc: Jeff McCann, Resource Management  
Bid File

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash St., Room 113  
Columbia, MO 65201  
(573) 886-4393  
(573) 886-4390

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TO: Jeff McCann  
Chief Engineer

FROM: Robert Wilson  
Buyer

DATE: July 3, 2018

RE: Bid Award Recommendation – 32-28JUN18- Route Z and Enterprise Drive  
Improvements

Attached is the bid tabulation for the **three (3)** responses received for the above referenced bid. Please return this cover sheet with your recommendation by e-mail or fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, let me know.

**DEPARTMENT REPLY:**

Please complete the following:

Department Number: 2045

Account Number: 71202

Budgeted: \$ 1,573,034.00

Award Amount: \$ 1,339,954.78

Contingency Amount: \$ 133,995.48

Grand Total: \$ 1,473,950.26

Award Bid by lowest responsive bid to Emery Sapp & Sons, Inc.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting all bids for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: \_\_\_\_\_

Date: 7/3/18

**32-28JUN18 - ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS**

BID TABULATION			ENGINEER'S ESTIMATE		Lehman		Emery Sapp & Sons		Phillips Hardy		AVERAGE BID	
Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BASE BID ITEMS</b>												
MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	\$251,972.00	\$251,972.00	\$49,263.00	\$49,263.00	\$53,550.00	\$53,550.00	\$118,261.67	\$118,261.67
CONSTRUCTION STAKING	1	LS	\$12,000.00	\$12,000.00	\$27,000.00	\$27,000.00	\$11,120.00	\$11,120.00	\$17,500.00	\$17,500.00	\$18,540.00	\$18,540.00
COMPACTION TESTING	1	LS	\$10,000.00	\$10,000.00	\$27,000.00	\$27,000.00	\$5,083.00	\$5,083.00	\$4,000.00	\$4,000.00	\$12,027.67	\$12,027.67
CONCRETE TESTING	1	LS	\$10,000.00	\$10,000.00	\$27,000.00	\$27,000.00	\$5,264.00	\$5,264.00	\$5,600.00	\$5,600.00	\$12,621.33	\$12,621.33
TRAFFIC CONTROL	1	LS	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$27,100.00	\$27,100.00	\$24,500.00	\$24,500.00	\$27,200.00
MOBILE MESSAGE BOARD (MMB)	4	EA	\$2,000.00	\$8,000.00	\$4,300.00	\$17,200.00	\$2,383.00	\$9,532.00	\$2,100.00	\$8,400.00	\$2,927.67	\$11,710.67
SWPPP COMPLIANCE	1	LS	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$3,278.00	\$3,278.00	\$3,500.00	\$3,500.00	\$12,259.33	\$12,259.33
EROSION CONTROL	1	LS	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$10,292.00	\$10,292.00	\$5,400.00	\$5,400.00	\$10,230.67	\$10,230.67
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$19,540.00	\$19,540.00	\$20,500.00	\$20,500.00	\$26,680.00	\$26,680.00
CLEARING AND GRUBBING	1	LS	\$6,000.00	\$6,000.00	\$21,000.00	\$21,000.00	\$6,664.00	\$6,664.00	\$9,500.00	\$9,500.00	\$12,388.00	\$12,388.00
REMOVAL OF IMPROVEMENTS	1	LS	\$34,800.00	\$34,800.00	\$9,500.00	\$9,500.00	\$16,100.00	\$16,100.00	\$33,000.00	\$33,000.00	\$19,533.33	\$19,533.33
UNCLASSIFIED EXCAVATION	14,200	CY	\$3.00	\$42,600.00	\$11.00	\$156,200.00	\$6.36	\$90,312.00	\$7.40	\$105,080.00	\$8.25	\$117,197.33
COMPACTED EMBANKMENT (MOISTURE AND DENSITY CONTROLLED)	14,200	CY	\$7.50	\$106,500.00	\$9.00	\$127,800.00	\$0.01	\$142.00	\$0.95	\$13,490.00	\$3.32	\$47,144.00
COMPACTING IN CUT	1	LS	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$8,884.00	\$8,884.00	\$12,500.00	\$12,500.00	\$17,128.00	\$17,128.00
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	80	CY	\$50.00	\$4,000.00	\$35.00	\$2,800.00	\$59.75	\$4,780.00	\$38.50	\$3,080.00	\$44.42	\$3,553.33
4" AGGREGATE BASE (MODOT TYPE 5)	1,660	SY	\$10.00	\$16,600.00	\$12.10	\$20,086.00	\$6.75	\$11,205.00	\$4.50	\$7,470.00	\$7.78	\$12,920.33
6" AGGREGATE BASE (MODOT TYPE 5)	10,035	SY	\$11.00	\$110,385.00	\$17.00	\$170,595.00	\$8.13	\$81,584.55	\$8.10	\$81,283.50	\$11.08	\$111,154.35
8" AGGREGATE BASE SHOULDER (MODOT TYPE 5)	483	SY	\$12.00	\$5,796.00	\$20.00	\$9,660.00	\$10.56	\$5,100.48	\$11.00	\$5,313.00	\$13.85	\$6,691.16
TEMPORARY TURNAROUND	592	SY	\$25.00	\$14,800.00	\$15.00	\$8,880.00	\$15.93	\$9,430.56	\$18.00	\$10,656.00	\$16.31	\$9,655.52
6" MODOT CONCRETE DRIVEWAY (4,000 PSI)	183	SY	\$40.00	\$7,320.00	\$65.00	\$11,895.00	\$41.37	\$7,570.71	\$49.50	\$9,058.50	\$51.96	\$9,508.07
8" MODOT CONCRETE PAVEMENT (4,000 PSI, 15' JOINTS)	1,253	SY	\$45.00	\$56,385.00	\$85.00	\$106,505.00	\$57.60	\$72,172.80	\$77.00	\$96,481.00	\$73.20	\$91,719.60
10" MODOT CONCRETE PAVEMENT (4,000 PSI, 15' JOINTS)	9,457	SY	\$54.00	\$510,678.00	\$110.00	\$1,040,270.00	\$54.37	\$514,177.09	\$59.50	\$562,691.50	\$74.62	\$705,712.86
MGS GUARDRAIL	322	LF	\$125.00	\$40,250.00	\$38.00	\$12,236.00	\$35.03	\$11,279.66	\$31.00	\$9,982.00	\$34.68	\$11,165.89
CRASHWORTHY END TERMINAL (MASH)	3	EA	\$2,500.00	\$7,500.00	\$3,500.00	\$10,500.00	\$3,290.00	\$9,870.00	\$2,900.00	\$8,700.00	\$3,230.00	\$9,690.00
TYPE D CONCRETE TRAFFIC BARRIER (RETAINING WALL)	90	LF	\$200.00	\$18,000.00	\$210.00	\$18,900.00	\$189.10	\$17,019.00	\$210.00	\$18,900.00	\$203.03	\$18,273.00
TYPE 2 ROCK DITCH LINER (1.5" THICK) OVER GEOTEXTILE FABRIC	483	SY	\$30.00	\$14,490.00	\$40.00	\$19,320.00	\$25.87	\$12,495.21	\$31.00	\$14,973.00	\$32.29	\$15,596.07
15" RCP STORM (CLASS III)	156	LF	\$35.00	\$5,460.00	\$71.00	\$11,076.00	\$41.28	\$6,439.68	\$36.50	\$6,006.00	\$50.26	\$7,840.56
24" RCP STORM (CLASS III)	288	LF	\$40.00	\$11,520.00	\$93.00	\$26,784.00	\$60.96	\$17,556.48	\$67.50	\$19,440.00	\$73.82	\$21,260.16
36" RCP STORM (CLASS III)	498	LF	\$55.00	\$27,390.00	\$117.00	\$58,266.00	\$93.82	\$46,722.36	\$88.50	\$44,073.00	\$99.77	\$49,687.12
15" RCP FLARED END SECTION (CLASS III)	4	EA	\$250.00	\$1,000.00	\$1,045.00	\$4,180.00	\$786.00	\$3,144.00	\$1,790.00	\$7,160.00	\$1,207.00	\$4,828.00
24" RCP FLARED END SECTION (CLASS III)	2	EA	\$500.00	\$1,000.00	\$1,255.00	\$2,510.00	\$955.00	\$1,910.00	\$1,960.00	\$3,920.00	\$1,390.00	\$2,780.00
36" RCP FLARED END SECTION (CLASS III)	1	EA	\$750.00	\$750.00	\$2,461.00	\$2,461.00	\$1,520.00	\$1,520.00	\$2,960.00	\$2,960.00	\$2,313.67	\$2,313.67
6"x4" TYPE M INLET	5	EA	\$4,500.00	\$22,500.00	\$5,070.00	\$25,350.00	\$3,570.00	\$17,850.00	\$5,240.00	\$26,200.00	\$4,626.67	\$23,133.33
6"x6" TYPE M INLET	1	EA	\$5,000.00	\$5,000.00	\$5,310.00	\$5,310.00	\$4,295.00	\$4,295.00	\$5,750.00	\$5,750.00	\$5,118.33	\$5,118.33
6"x4" SIDE OPENING INLET	1	EA	\$4,500.00	\$4,500.00	\$5,095.00	\$5,095.00	\$3,730.00	\$3,730.00	\$5,240.00	\$5,240.00	\$4,688.33	\$4,688.33
8"Wx4"H PRECAST REINF. CONCRETE BOX CULVERT BARREL SECTIONS	102	LF	\$500.00	\$51,000.00	\$540.00	\$55,080.00	\$574.90	\$58,639.80	\$515.00	\$52,530.00	\$543.30	\$55,416.60
6' LONGx8"Wx4"H PRECAST REINF. CONC. BOX CULVERT BEVELED ENDS	2	EA	\$5,000.00	\$10,000.00	\$6,600.00	\$13,200.00	\$3,478.00	\$6,956.00	\$5,000.00	\$10,000.00	\$5,026.00	\$10,052.00
4" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	6,990	LF	\$5.00	\$34,950.00	\$2.10	\$14,679.00	\$0.57	\$3,984.30	\$1.25	\$8,737.50	\$1.31	\$9,133.60
6" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	460	LF	\$6.00	\$2,760.00	\$2.30	\$1,058.00	\$3.40	\$1,564.00	\$5.00	\$2,300.00	\$3.57	\$1,640.67
24" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	180	LF	\$10.00	\$1,800.00	\$42.00	\$7,560.00	\$11.34	\$2,041.20	\$6.00	\$1,080.00	\$19.78	\$3,560.40
PAVEMENT MARKING PAINT - LEFT/RIGHT ARROWS	16	EA	\$500.00	\$8,000.00	\$540.00	\$8,640.00	\$73.75	\$1,180.00	\$100.00	\$1,600.00	\$237.92	\$3,860.67
PAVEMENT MARKING PAINT - YIELD BAR TRIANGLES	54	LF	\$25.00	\$1,350.00	\$60.00	\$3,240.00	\$34.05	\$1,838.70	\$7.50	\$405.00	\$33.85	\$1,827.90
PERMANENT ROADWAY SIGNAGE WITH POSTS	1	LS	\$4,200.00	\$4,200.00	\$16,200.00	\$16,200.00	\$8,303.00	\$8,303.00	\$13,430.00	\$13,430.00	\$12,644.33	\$12,644.33
REINSTALL SALVAGED ROAD SIGNS	1	LS	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$681.00	\$681.00	\$780.00	\$780.00	\$820.33	\$820.33
4" SDR 21 WATERLINE	56	LF	\$30.00	\$1,680.00	\$30.00	\$1,680.00	\$46.15	\$2,584.40	\$24.50	\$1,372.00	\$33.55	\$1,878.80
8" YELLOWMINE WATERLINE	220	LF	\$30.00	\$6,600.00	\$50.00	\$11,000.00	\$30.62	\$6,736.40	\$43.50	\$9,570.00	\$41.37	\$9,102.13
12" YELLOWMINE WATERLINE	103	LF	\$40.00	\$4,120.00	\$86.00	\$8,858.00	\$50.80	\$5,232.40	\$67.50	\$6,952.50	\$68.10	\$7,014.30
12"x12"x12" MJ TEE (TIE INTO EXISTING 12" WATERLINE)	1	EA	\$1,000.00	\$1,000.00	\$2,270.00	\$2,270.00	\$2,685.00	\$2,685.00	\$1,060.00	\$1,060.00	\$2,005.00	\$2,005.00
12"x12"x6" MJ TEE (AT HYDRANT)	1	EA	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$757.00	\$757.00	\$894.00	\$894.00	\$883.67	\$883.67
12"x8" MJ CROSS	1	EA	\$1,000.00	\$1,000.00	\$1,385.00	\$1,385.00	\$848.00	\$848.00	\$1,010.00	\$1,010.00	\$1,081.00	\$1,081.00
4" MJ BENDS	2	EA	\$250.00	\$500.00	\$410.00	\$820.00	\$292.00	\$584.00	\$685.00	\$1,370.00	\$482.33	\$924.67
12" MJ BENDS	2	EA	\$1,000.00	\$2,000.00	\$965.00	\$1,930.00	\$367.50	\$735.00	\$826.00	\$1,652.00	\$719.50	\$1,439.00
8"x4" MJ REDUCER	2	EA	\$500.00	\$1,000.00	\$710.00	\$1,420.00	\$292.50	\$585.00	\$685.00	\$1,370.00	\$562.50	\$1,125.00



32-28JUN18 - ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS

BID TABULATION			ENGINEER'S ESTIMATE		Lehman		Emery Sapp & Sons		Phillips Hardy		AVERAGE BID	
Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
8" GATE VALVE	2	EA	\$1,000.00	\$2,000.00	\$2,240.00	\$4,480.00	\$1,486.00	\$2,972.00	\$700.00	\$1,400.00	\$1,475.33	\$2,950.67
12" GATE VALVE	3	EA	\$1,200.00	\$3,600.00	\$3,200.00	\$9,600.00	\$2,153.00	\$6,459.00	\$645.00	\$1,935.00	\$1,999.33	\$5,998.00
16" STEEL CASING (OPEN CUT)	160	LF	\$75.00	\$12,000.00	\$75.00	\$12,000.00	\$68.50	\$10,960.00	\$80.00	\$12,800.00	\$74.50	\$11,920.00
20" STEEL CASING (OPEN CUT)	80	LF	\$100.00	\$8,000.00	\$85.00	\$6,800.00	\$93.20	\$7,456.00	\$116.00	\$9,280.00	\$98.07	\$7,845.33
FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE AND 90 DEG. MJ BEND	1	EA	\$4,500.00	\$4,500.00	\$7,400.00	\$7,400.00	\$4,156.50	\$4,156.50	\$5,300.00	\$5,300.00	\$5,618.83	\$5,618.83
CONCRETE THRUST WALL	1	EA	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$734.00	\$734.00	\$2,750.00	\$2,750.00	\$1,494.67	\$1,494.67
<b>BASE BID TOTAL</b>				<b>\$1,474,034.00</b>		<b>\$2,574,651.00</b>		<b>\$1,261,099.28</b>		<b>\$1,415,435.50</b>		<b>\$1,750,395.26</b>
<b>BID ALTERNATE #1 BID ITEMS</b>												
8" SDR 21 WATERLINE	540	LF	\$30.00	\$16,200.00	\$67.00	\$36,180.00	\$20.55	\$11,097.00	\$37.00	\$19,980.00	\$41.52	\$22,419.00
12" SDR 21 WATERLINE	780	LF	\$40.00	\$31,200.00	\$75.00	\$58,500.00	\$25.20	\$19,656.00	\$41.00	\$31,980.00	\$47.07	\$36,712.00
12" YELLOWMINE WATERLINE	160	LF	\$40.00	\$6,400.00	\$80.00	\$12,800.00	\$42.10	\$6,736.00	\$76.50	\$12,240.00	\$66.20	\$10,592.00
20" STEEL CASING (OPEN CUT)	160	LF	\$100.00	\$16,000.00	\$87.00	\$13,920.00	\$87.50	\$14,000.00	\$96.50	\$15,440.00	\$90.33	\$14,453.33
12" MJ BENDS	2	EA	\$1,000.00	\$2,000.00	\$1,025.00	\$2,050.00	\$367.50	\$735.00	\$826.00	\$1,652.00	\$739.50	\$1,479.00
8"x8"x6" MJ TEE (AT HYDRANT)	1	EA	\$500.00	\$500.00	\$1,045.00	\$1,045.00	\$669.00	\$669.00	\$782.00	\$782.00	\$832.00	\$832.00
12"x12"x8" MJ TEE (AT HYDRANT)	3	EA	\$750.00	\$2,250.00	\$1,020.00	\$3,060.00	\$757.00	\$2,271.00	\$800.00	\$2,400.00	\$859.00	\$2,577.00
12"x12"x8" MJ TEE	1	EA	\$750.00	\$750.00	\$1,045.00	\$1,045.00	\$883.00	\$883.00	\$966.00	\$966.00	\$964.67	\$964.67
4"x8" REDUCER	1	EA	\$500.00	\$500.00	\$600.00	\$600.00	\$292.50	\$292.50	\$560.00	\$560.00	\$484.17	\$484.17
8" GATE VALVE	1	EA	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00	\$1,486.00	\$1,486.00	\$700.00	\$700.00	\$1,495.33	\$1,495.33
12" GATE VALVE	1	EA	\$1,200.00	\$1,200.00	\$3,400.00	\$3,400.00	\$2,153.00	\$2,153.00	\$770.00	\$770.00	\$2,107.67	\$2,107.67
FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE AND 90 DEG. MJ BEND	4	EA	\$4,500.00	\$18,000.00	\$7,425.00	\$29,700.00	\$4,404.00	\$17,616.00	\$6,800.00	\$27,200.00	\$6,209.67	\$24,838.67
CONCRETE THRUST WALL	1	EA	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$734.00	\$734.00	\$2,750.00	\$2,750.00	\$1,561.33	\$1,561.33
2" BLOW-OFF ASSEMBLY	1	EA	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$527.00	\$527.00	\$1,600.00	\$1,600.00	\$1,375.67	\$1,375.67
<b>BID ALTERNATE #1 BID TOTAL</b>				<b>\$99,000.00</b>		<b>\$167,800.00</b>		<b>\$78,855.50</b>		<b>\$119,020.00</b>		<b>\$121,891.83</b>
<b>BASE BID + BID ALTERNATE #1 TOTAL</b>				<b>\$1,573,034.00</b>		<b>\$2,742,451.00</b>		<b>\$1,339,954.78</b>		<b>\$1,534,455.50</b>		<b>\$1,872,287.09</b>
Bid Response							Y			Y		
Debarment Form							Y			Y		
Work Authorization Certification							Y			Y		
Statement of Bidders Qualifications							Y			Y		
Anti-Collusion Statement							Y			Y		
Signature and Identity of Bidder							Y			Y		
Bidders Acknowledgment							Y			Y		
Bid Bond							Y			Y		
Certification of Bidder Regarding Equal Employment Opportunity							Y			Y		
Certificate of Contemplated Minority, Women, and Section 3 Business Utilization							Y			Y		
Certification of Proposed Subcontractor Regarding Equal Employment Opportunity							Y			Y		
Certification Regarding Government-Wide Restriction on Lobbying							Y			Y		

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission (hereinafter referred to as Owner), and Emery Sapp & Sons, Inc. (hereinafter referred to as 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:** Route Z and Enterprise Drive Improvements

**Project No.:** 32-28JUN18

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. Certification of Bidder Regarding Equal Employment Opportunity,
20. Certificate of Contemplated Minority, Women, and Section 3 Business Utilization,
21. Certification of Proposed Subcontractor Regarding Equal Employment Opportunity,
22. Certification Regarding Government-Wide Restriction on Lobbying,
23. General Specifications,
24. Technical Specifications,
25. Special Provisions,
26. State and Federal Wage Rates,
27. Boone County Standard Terms and Conditions
28. Notice to Proceed,
29. MoDOT Standard Specifications, and
30. 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 **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.

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 State and Federal prevailing wage rate determinations found in Appendix A of this Contract. Contractors and subcontractors will be required to pay whichever rate (State or Federal) is higher. 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**

**\$1,339,954.78**

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  
7-17-18 at Columbia, Missouri.

(Date)

OWNER:  
BOONE COUNTY, MISSOURI

By: [Signature]  
Presiding Commissioner

ATTEST:

[Signature]  
County Clerk

CONTRACTOR:

By: [Signature]  
Authorized Representative (Signature)

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

Title: Asst. VP

ATTEST:

[Signature]  
Secretary

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 7/12/18 2045-71202  
Auditor by [Signature]

**BID FORM**  
**ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS**

Description	Qty.	Unit	Unit Price	Total
<b>BASE BID ITEMS</b>				
MOBILIZATION	1	LS	\$ 49,263. <sup>00</sup>	\$ 49,263. <sup>00</sup>
CONSTRUCTION STAKING	1	LS	\$ 11,120. <sup>00</sup>	\$ 11,120. <sup>00</sup>
COMPACTION TESTING	1	LS	\$ 5,083. <sup>00</sup>	\$ 5,083. <sup>00</sup>
CONCRETE TESTING	1	LS	\$ 5,264. <sup>00</sup>	\$ 5,264. <sup>00</sup>
TRAFFIC CONTROL	1	LS	\$ 27,100. <sup>00</sup>	\$ 27,100. <sup>00</sup>
MOBILE MESSEGE BOARD (MMB)	4	EA	\$ 2,333. <sup>00</sup>	\$ 9,532. <sup>00</sup>
SWPPP COMPLIANCE	1	LS	\$ 3,278. <sup>00</sup>	\$ 3,278. <sup>00</sup>
EROSION CONTROL	1	LS	\$ 10,292. <sup>00</sup>	\$ 10,292. <sup>00</sup>
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$ 19,540. <sup>00</sup>	\$ 19,540. <sup>00</sup>
CLEARING AND GRUBBING	1	LS	\$ 6,664. <sup>00</sup>	\$ 6,664. <sup>00</sup>
REMOVAL OF IMPROVEMENTS	1	LS	\$ 16,100. <sup>00</sup>	\$ 16,100. <sup>00</sup>
UNCLASSIFIED EXCAVATION	14200	CY	\$ 6.36	\$ 90,312. <sup>00</sup>
COMPACTED EMBANKMENT (MOISTURE AND DENSITY CONTROLLED)	14200	CY	\$ 0.01	\$ 142. <sup>00</sup>
COMPACTING IN CUT	1	LS	\$ 8,884. <sup>00</sup>	\$ 8,884. <sup>00</sup>
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	80	CY	\$ 59. <sup>75</sup>	\$ 4,780. <sup>00</sup>
4" AGGREGATE BASE (MODOT TYPE 5)	1660	SY	\$ 6. <sup>75</sup>	\$ 11,205. <sup>00</sup>
6" AGGREGATE BASE (MODOT TYPE 5)	10035	SY	\$ 8. <sup>13</sup>	\$ 81,584. <sup>55</sup>
8" AGGREGATE BASE SHOULDER (MODOT TYPE 5)	483	SY	\$ 10. <sup>56</sup>	\$ 5,100. <sup>48</sup>
TEMPORARY TURNAROUND	592	SY	\$ 15. <sup>23</sup>	\$ 9,430. <sup>56</sup>
6" MODOT CONCRETE DRIVEWAY (4,000 PSI)	183	SY	\$ 41. <sup>37</sup>	\$ 7,570. <sup>71</sup>
8" MODOT CONCRETE PAVEMENT (4,000 PSI, 15' JOINTS)	1253	SY	\$ 57. <sup>60</sup>	\$ 72,172. <sup>80</sup>
10" MODOT CONCRETE PAVEMENT (4,000 PSI, 15' JOINTS)	9457	SY	\$ 54. <sup>37</sup>	\$ 514,177. <sup>09</sup>
MGS GUARDRAIL	322	LF	\$ 35. <sup>03</sup>	\$ 11,279. <sup>66</sup>
CRASHWORTHY END TERMAINAL (MASH)	3	EA	\$ 3,290. <sup>00</sup>	\$ 9,870. <sup>00</sup>
TYPE D CONCRETE TRAFFIC BARRIER (RETAINING WALL)	90	LF	\$ 189. <sup>10</sup>	\$ 17,019. <sup>00</sup>
TYPE 2 ROCK DITCH LINER (1.5' THICK) OVER GEOTEXTILE FABRIC	483	SY	\$ 25. <sup>87</sup>	\$ 12,495. <sup>21</sup>

**BID FORM**  
**ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS**

15" RCP STORM (CLASS III)	156	LF	\$ 41. <sup>21</sup>	\$ 6,439. <sup>68</sup>
24" RCP STORM (CLASS III)	288	LF	\$ 60. <sup>96</sup>	\$ 17,556. <sup>48</sup>
36" RCP STORM (CLASS III)	498	LF	\$ 93. <sup>82</sup>	\$ 46,722. <sup>30</sup>
15" RCP FLARED END SECTION (CLASS III)	4	EA	\$ 786. <sup>00</sup>	\$ 3,144. <sup>00</sup>
24" RCP FLARED END SECTION (CLASS III)	2	EA	\$ 955. <sup>00</sup>	\$ 1,910. <sup>00</sup>
36" RCP FLARED END SECTION (CLASS III)	1	EA	\$ 1,520. <sup>00</sup>	\$ 1,520. <sup>00</sup>
6'x4' TYPE M INLET	5	EA	\$ 3,570. <sup>00</sup>	\$ 17,850. <sup>00</sup>
6'x5' TYPE M INLET	1	EA	\$ 4,295. <sup>00</sup>	\$ 4,295. <sup>00</sup>
6'x4' SIDE OPENING INLET	1	EA	\$ 3,730. <sup>00</sup>	\$ 3,730. <sup>00</sup>
8'Wx4'H PRECAST REINF. CONCRETE BOX CULVERT BARREL SECTIONS	102	LF	\$ 574. <sup>90</sup>	\$ 58,639. <sup>80</sup>
6' LONGx8'Wx4'H PRECAST REINF. CONC. BOX CULVERT BEVELED ENDS	2	EA	\$ 3,478. <sup>00</sup>	\$ 6,956. <sup>00</sup>
4" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	6990	LF	\$ 0.57	\$ 3,984. <sup>30</sup>
6" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	460	LF	\$ 3. <sup>40</sup>	\$ 1,564. <sup>00</sup>
24" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	180	LF	\$ 11. <sup>24</sup>	\$ 2,041. <sup>20</sup>
PAVEMENT MARKING PAINT - LEFT/RIGHT ARROWS	16	EA	\$ 73. <sup>75</sup>	\$ 1,180. <sup>00</sup>
PAVEMENT MARKING PAINT - YIELD BAR TRIANGLES	54	LF	\$ 34. <sup>95</sup>	\$ 1,838. <sup>70</sup>
PERMANENT ROADWAY SIGNAGE WITH POSTS	1	LS	\$ 8,303. <sup>00</sup>	\$ 8,303. <sup>00</sup>
REINSTALL SALVAGED ROAD SIGNS	1	LS	\$ 681. <sup>00</sup>	\$ 681. <sup>00</sup>
4" SDR 21 WATERLINE	56	LF	\$ 46. <sup>15</sup>	\$ 2,584. <sup>40</sup>
8" YELLOWMINE WATERLINE	220	LF	\$ 30. <sup>62</sup>	\$ 6,736. <sup>40</sup>
12" YELLOWMINE WATERLINE	103	LF	\$ 50. <sup>80</sup>	\$ 5,232. <sup>40</sup>
12"x12"x12" MJ TEE (TIE INTO EXISTING 12" WATERLINE)	1	EA	\$ 2,685. <sup>00</sup>	\$ 2,685. <sup>00</sup>
12"x12"x6" MJ TEE (AT HYDRANT)	1	EA	\$ 757. <sup>00</sup>	\$ 757. <sup>00</sup>
12"x8" MJ CROSS	1	EA	\$ 848. <sup>00</sup>	\$ 848. <sup>00</sup>
4" MJ BENDS	2	EA	\$ 292. <sup>00</sup>	\$ 584. <sup>00</sup>
12" MJ BENDS	2	EA	\$ 367. <sup>50</sup>	\$ 735. <sup>00</sup>
8"x4" MJ REDUCER	2	EA	\$ 292. <sup>50</sup>	\$ 585. <sup>00</sup>
8" GATE VALVE	2	EA	\$ 1,486. <sup>00</sup>	\$ 2,972. <sup>00</sup>
12" GATE VALVE	3	EA	\$ 2,153. <sup>00</sup>	\$ 6,459. <sup>00</sup>

**BID FORM**  
**ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS**

18" STEEL CASING (OPEN CUT)	160	LF	\$ 68. <sup>50</sup>	\$ 10,960. <sup>00</sup>
20" STEEL CASING (OPEN CUT)	80	LF	\$ 93. <sup>20</sup>	\$ 7,456. <sup>00</sup>
FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE AND 90 DEG. MJ BEND	1	EA	\$ 4,156. <sup>50</sup>	\$ 4,156. <sup>50</sup>
CONCRETE THRUST WALL	1	EA	\$ 734. <sup>00</sup>	\$ 734. <sup>00</sup>
<b>BASE BID TOTAL</b>				<b>\$ 1,261,099.<sup>28</sup></b>
<b>BID ALTERNATE # 1 BID ITEMS</b>				
8" SDR 21 WATERLINE	540	LF	\$ 20. <sup>55</sup>	\$ 11,097. <sup>00</sup>
12" SDR 21 WATERLINE	780	LF	\$ 25. <sup>20</sup>	\$ 19,656. <sup>00</sup>
12" YELLOWMINE WATERLINE	160	LF	\$ 42. <sup>10</sup>	\$ 6,736. <sup>00</sup>
20" STEEL CASING (OPEN CUT)	160	LF	\$ 87. <sup>50</sup>	\$ 14,000. <sup>00</sup>
12" MJ BENDS	2	EA	\$ 367. <sup>50</sup>	\$ 735. <sup>00</sup>
8"x8"x6" MJ TEE (AT HYDRANT)	1	EA	\$ 669. <sup>00</sup>	\$ 669. <sup>00</sup>
12"x12"x6" MJ TEE (AT HYDRANT)	3	EA	\$ 757. <sup>00</sup>	\$ 2,271. <sup>00</sup>
12"x12"x8" MJ TEE	1	EA	\$ 883. <sup>00</sup>	\$ 883. <sup>00</sup>
4"x8" REDUCER	1	EA	\$ 292. <sup>50</sup>	\$ 292. <sup>50</sup>
8" GATE VALVE	1	EA	\$ 1,486. <sup>00</sup>	\$ 1,486. <sup>00</sup>
12" GATE VALVE	1	EA	\$ 2,153. <sup>00</sup>	\$ 2,153. <sup>00</sup>
FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE AND 90 DEG. MJ BEND	4	EA	\$ 4,404. <sup>00</sup>	\$ 17,616. <sup>00</sup>
CONCRETE THRUST WALL	1	EA	\$ 734. <sup>00</sup>	\$ 734. <sup>00</sup>
2" BLOW-OFF ASSEMBLY	1	EA	\$ 527. <sup>00</sup>	\$ 527. <sup>00</sup>
<b>BID ALTERNATE #1 TOTAL</b>				<b>\$ 78,855.<sup>50</sup></b>
<b>BASE BID + BID ALTERNATE # 1 TOTAL</b>				<b>\$ 1,339,954.<sup>78</sup></b>



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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
<u>June 20, 2018</u>	<u>1</u>
<u>June 21, 2018</u>	<u>2</u>

COMPANY NAME: Emery Sapp and Son's, Inc.

ADDRESS: 2301 I 70 Dr. NW

CITY, STATE, ZIP: Columbia, MO 65202

PHONE NUMBER: 573-445-8331

EMAIL ADDRESS: andy.baker@emerysapp.com

AUTHORIZED REPRESENTATIVE: Justin Gay

TITLE: Assistant Vice President

SIGNATURE: 

Prompt Payment Terms: Net 30

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

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

<u>Christensen Construction</u>	<u>Palmer Painting</u>
<u>Eb and Flow Custom Erosion Control</u>	<u>Crockett Engineering</u>
<u>James H Drew</u>	<u>Aplex Contracting</u>
<u>ATK Safety Supply</u>	<u>Keith Contracting</u>

## NOTICE TO BIDDERS

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

**Project Name:**

ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS

**Project Number:**

N/A

**Bid Number:**

32-28JUN18

**Scope of Project Construction:**

Base Bid for this project involves grading and concrete pavement construction on a section of State Route Z, on the east-bound Interstate 70 off-ramp to State Route Z, and on a new section of Boone County road to be known as Enterprise Drive and waterline relocation. Other associated work includes precast concrete box culvert, storm sewer, storm inlets, guardrail, pavement marking, signage and restoration. Bid Alternate #1 involves additional waterline installation along Route Z and Enterprise Drive.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **June 14, 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 June 21, 2018.** **Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **12:45 p.m. on June 28, 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 June 28, 2018** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

30 Working Days for Base Bid only or 35 Working Days for Base Bid + Bid Alternate #1

**Liquidated Damages:**

\$10,000.00 per Calendar Day

**Anticipated Notice To Proceed Date:**

Contract approval by the County Commission is anticipated on or about July 19, 2018. Therefore, the anticipated Notice To Proceed Date would be on or about July 23, 2018. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of **\$75.00** 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 prevailing hourly rate of wages, as found in Appendix A of this Contract, shall be paid to all workers performing work under this Contract. Appendix A to this contract includes both the State and Federal prevailing wage rate schedules. Contractors and subcontractors are required to pay based on whichever prevailing wage rate (State or Federal) is higher. 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:

**MoDOT Standard Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2017 or Current Edition.

**MUTCD:**

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

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**BID BOND**

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

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

2301 I-70 Drive NW, Columbia, MO 65202

\_\_\_\_\_ as Principal, hereinafter called  
the Principal, and Liberty Mutual Insurance Company, of Boston, MA,  
a corporation duly organized under the laws of the State of MA, as Surety, hereinafter called the Surety, are held and  
firmly bound unto County of Boone, 613 East Ash Street, Room 111, Columbia, MO 65201  
\_\_\_\_\_ as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

\_\_\_\_\_ Dollars ( 5% ), for the payment of which sum well and truly to be made, the said  
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Route Z and Enterprise Drive Improvements - Bid Number: 32-28JUN18

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

Signed and sealed this 2nd day of July, 2018.

Angela C Regan  
\_\_\_\_\_  
Witness

Emery Sapp & Sons, Inc. (Seal)  
\_\_\_\_\_  
Principal  
W. H. H. Z Asst. Secretary  
\_\_\_\_\_  
Title

Jan Mer  
\_\_\_\_\_  
Witness

Liberty Mutual Insurance Company  
By Allison Madrid  
\_\_\_\_\_  
Allison Madrid Attorney-in-Fact



**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. 7701432

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 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 29th day of March, 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 29, 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 2nd day of July, 2018.



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

not valid in mortgage, note, bill, 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.



Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

**IMPORTANT SURETY BOND INFORMATION  
MISSOURI**

Your Liberty Mutual Surety agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

**MISSOURI SPECIFIC QUESTIONS**

If you have been unable to contact or obtain information from your agent, you may contact Liberty Mutual Surety at the following address and telephone:

**LIBERTY MUTUAL INSURANCE COMPANY**  
175 Berkeley Street  
Boston, MA 02116

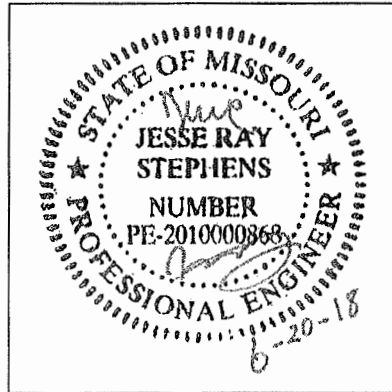
Mailing Address:  
1001 4th Avenue,  
Seattle, WA 98154

Telephone # 1-206-473-3799



Approved: Jesse Ray Stephens  
Professional Engineer  
MO Lic. # PE-2010000868

Crockett Engineering Consultants, LLC  
MO Engineering Corp. # 2000151301  
1000 W. Nifong Blvd., Bldg. 1  
Columbia, Missouri 65203  
Phone: 573-447-0292  
Fax: N/A



OFFEROR has examined copy of Addendum #1 to Request for Bid # 32-28JUN18 – Route Z and Enterprise Drive Improvements, receipt of which is hereby acknowledged:

Company Name: Emery Sapp and Son's, Inc.

Address: 2301 E-70 Dr. NW  
Columbia, MO 65202

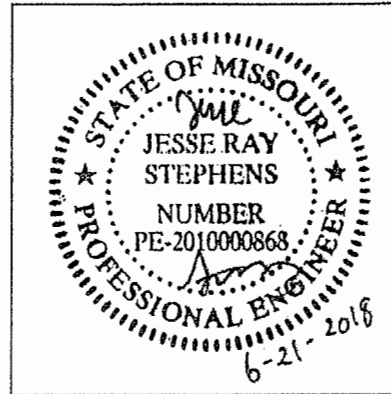
Phone Number: 573-445-8331 Fax Number: 573-445-0266

Authorized Representative Signature: *Justin Gay* Date: July 2, 2018

Authorized Representative Printed Name: Justin Gay

Approved: Jesse Ray Stephens  
Professional Engineer  
MO Lic. # PE-2010000868

Crockett Engineering Consultants, LLC  
MO Engineering Corp. # 2000151301  
1000 W. Nifong Blvd., Bldg. 1  
Columbia, Missouri 65203  
Phone: 573-447-0292  
Fax: N/A



OFFEROR has examined copy of Addendum #2 to Request for Bid # 32-28JUN18 – Route Z and Enterprise Drive Improvements, receipt of which is hereby acknowledged:

Company Name: Emery Sapp and Sons, Inc.

Address: 2301 E. 70 Dr. NW  
Columbia, MO 65202

Phone Number: 573-445-8331 Fax Number: 573-445-0266

Authorized Representative Signature: *Justin Gay* Date: July 2, 2018

Authorized Representative Printed Name: Justin Gay

## 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,
9. Certification of Bidder Regarding Equal Employment Opportunity,
10. Certificate of Contemplated Minority, Women, and Section 3 Business Utilization,
11. Certification of Proposed Subcontractor Regarding Equal Employment Opportunity,
12. Certification Regarding Government-Wide Restriction on Lobbying.

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Route 2 and Enterprise Drive Improvements

Project No.: 32-28 JUN 18

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 **MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**

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

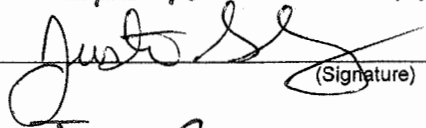
**SECTION V**

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

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

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

Firm Name: Emery Sapp and Son's, Inc.

By:  (Signature)

Justin Gay (Print or Type Name)

Title: Assistant Vice President

Address: 2301 I 70 Drive NW

City, State, Zip: Columbia, MO 65202

Phone: 573-445-8331

Fax: 573-445-0266

Email Address: andy.baker@emerysapp.com

Date: July 2, 2018

(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.

*Justin Gay*      *Assistant Vice President*

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

*Justin Gay*  
\_\_\_\_\_  
Signature

*July 2, 2018*  
\_\_\_\_\_  
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)

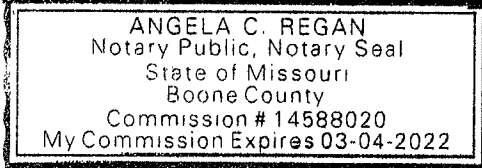
County of Boone )  
State of Missouri )ss  
)

My name is Justin Gay  
I am an authorized agent of Emery Sapp and Son's, Inc. (Bidder).  
This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

Justin Gay July 2, 2018  
Affiant Date  
Justin Gay  
Printed Name

Subscribed and sworn to before me this 2 day of July, 2018.



Angela C Regan  
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: Emery Sapp and Son's Inc.
2. Business Address: 2301 I-70 Drive NW, Columbia, MO 65202
3. When Organized: 1972
4. When Incorporated: 1972
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
46+
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: 80-85%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED
12. List of projects currently in progress: SEE ATTACHED

\* Attach additional sheets as necessary \*

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Justin Gay, being first duly sworn, deposes and

says that he is Assistant Vice President  
(Title of Person Signing)

of Emery Sapp and Son's, Inc.  
(Name of Bidder)

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

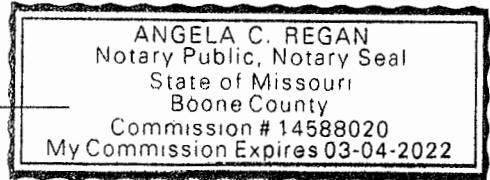
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 2 day of July, 2018

Angela C Regan  
Notary Public

My Commission Expires March 4 2022



## SIGNATURE AND IDENTITY OF BIDDER

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

( ) sole individual      ( ) partnership      ( ) LLC  
(X) corporation, incorporated under laws of the state of Missouri  
( ) other: \_\_\_\_\_

Name of individual, all partners,  
or joint venturers:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

doing business under the name of:

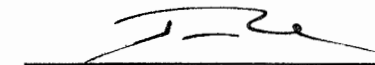
\_\_\_\_\_  
(If using a fictitious name, show this  
name above in addition to legal names)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

Emery Sapp and Son's, Inc.  
(If a corporation - show its name above)

2301 I-70 Drive NW, Columbia, MO 65202  
Address of principal place of  
business in Missouri

ATTEST:

  
\_\_\_\_\_  
(Signature)

Dated July 2, 2018.

Jason Rode Asst. Branch Mgr.  
(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 Boone

On this 2<sup>nd</sup> day of July, 20 18

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

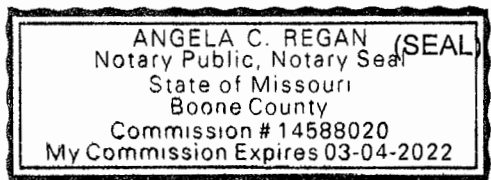
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

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

of Emery Sapp and Son's, Inc.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

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



Angela C. Regan Notary Public

My Commission expires March 4, 20 22

## 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



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2019

DATE (MM/DD/YYYY)  
7/5/2018

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).

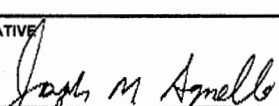
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Old Republic General Ins Corporation</td> <td>24139</td> </tr> <tr> <td><b>INSURER B :</b> Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Old Republic General Ins Corporation	24139	<b>INSURER B :</b> Travelers Property Casualty Co of America	25674	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>
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<b>INSURED</b> 1327113 EMERY SAPP & SONS, INC. 2301 I-70 DRIVE NW COLUMBIA MO 65202														

**COVERAGES \*      CERTIFICATE NUMBER: 15477842      REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 PD & BI DED. <input checked="" type="checkbox"/> PRODUCTS-COMP/OP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	A7CG97541808	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS90	Y	Y	A 7CA97541808	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ZUP81M9623818NF	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A7CW97541808	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>CONTRACTORS EQUIPMENT (INCLUDES LEASED/RENTED)</b>	N	N	QT6304299B952TIL18	4/1/2018	4/1/2019	\$1,000,000 LIMIT, \$10,000 DEDUCTIBLE.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: PROJECT NO. 32-28JUN18 - ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS / COUNTY OF BOONE, MISSOURI IS NAMED AS ADDITIONAL INSURED INCLUDING PRODUCTS & COMPLETED OPERATIONS ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES.

<b>CERTIFICATE HOLDER</b> 15477842 COUNTY OF BOONE, MISSOURI c/o PURCHASING DEPARTMENT 613 E ASH STREET COLUMBIA MO 65201	<b>CANCELLATION</b> 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: 
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## 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 manufacturer'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.

CONTRACT CONDITIONS

**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.

## 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.

**CERTIFICATION OF BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

*Emery Sapp and Son's, Inc.*

*2301 E-70 Drive NW, Columbia, MO 65202*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
 YES       NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 YES       NO
3. Bidder has filed all compliance reports due under applicable instructions.  
 YES       NO
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 YES       NO

*Justin Gay      Assistant Vice President*

NAME AND TITLE OF SIGNER (Please type):

*Justin Gay*  
SIGNATURE

*July 2, 2018*  
DATE

## CERTIFICATE OF CONTEMPLATED MINORITY, WOMEN, AND SECTION 3 BUSINESS UTILIZATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

### Section 3 Status

I am the (owner, partner, officer, representative, or agent) of Emery Sapp and Sons, Inc., the Bidder that has submitted the attached Bid; and whose business concern is:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full-time employees, at least 30 percent of whom are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- None of the above; no Section 3 preference claimed.

### Subcontractors

- I will be utilizing subcontractors or suppliers.
- I will *not* be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary.

Subcontractor Eboard Flow Custom Erosion Control MBE  WBE  Section 3

Address 17002 County Road 258, Memphis MO 68555 Bid Amount \$14,400.00

Trade or Supplier Erosion Control

Bid Accepted: Yes  No  If No, explain \_\_\_\_\_

Subcontractor Keith Contracting MBE  WBE  Section 3

Address 1906 Oldusyo Columbia, MO 65202 Bid Amount \$15,000.00

Trade or Supplier Traffic Control

Bid Accepted: Yes  No  If No, explain \_\_\_\_\_

Subcontractor Palmer Painting MBE  WBE  Section 3

Address 1575 Old Hwy 40 East, Columbia, MO 65202 Bid Amount \$720

Trade or Supplier Signage

Bid Accepted: Yes  No  If No, explain \_\_\_\_\_

**Section 3: Hiring of Additional Workers**

- I will be hiring additional workers to complete this activity.
- I will *not* be hiring additional workers to complete this activity.

Listed below are the Section 3 employment opportunities which are herein incorporated and made part of the contract's bid documentation. If new positions will be filled, please complete:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers				
Plumbers/Pipefitters				
Masons				
Other:				
Other:				


\*Attach copies of program and apprentice certifications by the Missouri or U.S. Bureaus of Apprenticeship and Training.

**Certification**

In Witness Thereof, Contractor has executed his certificate this 2nd day of July, 2018.

Contractor Name Emery Scapp and Son's, Inc.

Federal ID 431708848 DUNS 075887059

Signature of Authorized Agent 

Printed Name Justin Gay Date July 2, 2018

## CERTIFICATE OF CONTEMPLATED MINORITY, WOMEN, AND SECTION 3 BUSINESS UTILIZATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

### Section 3 Status

I am the (owner, partner, officer, representative, or agent) of Emery Sappard Sons, Inc, the Bidder that has submitted the attached Bid; and whose business concern is:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full-time employees, at least 30 percent of whom are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- None of the above; no Section 3 preference claimed.

### Subcontractors

- I will be utilizing subcontractors or suppliers.
- I will *not* be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary.

Subcontractor ATK Safety Supply MBE  WBE  Section 3

Address 6352 Cedar Springs Rd. Cedar Hill, MO 63016 Bid Amount \$10,028.<sup>00</sup>

Trade or Supplier Pavement Marking

Bid Accepted: Yes  No  If No, explain \_\_\_\_\_

Subcontractor \_\_\_\_\_ MBE  WBE  Section 3

Address \_\_\_\_\_ Bid Amount \_\_\_\_\_

Trade or Supplier \_\_\_\_\_

Bid Accepted: Yes  No  If No, explain \_\_\_\_\_

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

*Emery Sapp and Son's, Inc.*

*32-28JUN18*

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES       NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

YES       NO

3. Bidder has filed all compliance reports due under applicable instructions.

YES       NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

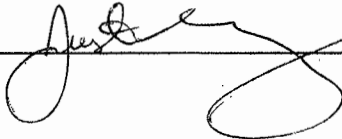
YES       NO

NAME AND TITLE OF SIGNER (Please type):

*Justin Gay      Assistant Vice President*

SIGNATURE:

DATE:



*July 2, 2018*

## CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over \$100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over \$100,000, and that all subrecipients shall certify and disclose accordingly.

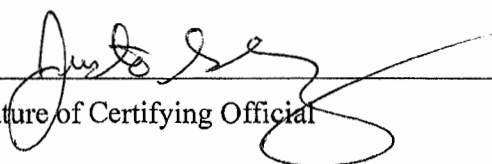
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Emery Sapp and son's, Inc.

Name of Entity (city, county, contractor, etc.)

Justin Gay

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)

  
Signature of Certifying Official

July 2, 2018  
Date





AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the corporation this 3rd day of April, 2018

Corporate Seal

Keith M. Bennett
Corporate Secretary, Keith M. Bennett

NOTARIZATION

STATE OF MISSOURI
COUNTY OF BOONE

The foregoing was acknowledged before me this 3 day of April, 2018.

Stacey Wise
Notary Public

My Commission Expires: July 30, 2020



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

Company ID Number: 86909

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

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

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

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

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5. SSA agrees to establish 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 THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and 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:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien 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 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, and 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 and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish 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.

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 E-Verify 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.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established 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 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 the Department 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.

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, 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

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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 \$500 and \$1,000 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 any 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 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 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 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 the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. 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 the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. 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 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 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 to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 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 the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

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 allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE 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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

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 THE DEPARTMENT OF HOMELAND SECURITY**

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 alien 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

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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 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 the Department through its toll-free hotline 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.

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**

The 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**

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 manual. Even



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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

**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 Operations at 888-464-4218.**

**Employer Emery Sapp & Sons, Inc.**

**Dan Hoover**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**01/08/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 86909

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**01/08/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Company ID Number: 86909

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Emery Sapp & Sons, Inc.

Company Facility Address: 2602 N Stadium Blvd  
Columbia, MO 65202

Company Alternate Address: \_\_\_\_\_  
\_\_\_\_\_

County or Parish: BOONE

Employer Identification Number: 431708848

North American Industry  
Classification Systems Code: 237

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)

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

Name: **Dawn DeBrodie**  
Telephone Number: **(573) 445 - 8331** Fax Number:  
E-mail Address: **dawnd@emerysapp.com**

Name: **Dan Hoover**  
Telephone Number: **(573) 445 - 8331** Fax Number:  
E-mail Address: **dhoover@emerysapp.com**



AIA Document A305

# Contractor's Qualification Statement

## 1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: County of Boone

ADDRESS: 801 E. Walnut, Columbia, MO 65201

SUBMITTED BY: Emery Sapp & Sons, Inc.

Corporation

NAME: Andy Baker

Partnership

ADDRESS: 2301 I-70 Drive NW, Columbia, MO 65201

Individual

PRINCIPAL OFFICE: Emery Sapp & Sons, Inc.

Joint Venture

2301 I-70 Drive NW

Other

Columbia, Missouri 65202

NAME OF PROJECT (if applicable): Route Z and Enterprize Drive Improvements

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Plumbing

Electrical

Other \_\_\_\_\_

(please specify)

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## 1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? since 1972
- 1.2 How many years has your organization been in business under its present business name? since 1972
- 1.2.1 Under what other or former names has your organization operated? none
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation: February 1972
- 1.3.2 State of incorporation: Missouri
- 1.3.3 President's name: Billy G. Sapp
- 1.3.4 Vice-president's name(s): Glen Robertson  
Pete Grathwohl  
Tim Paulson
- 1.3.5 Secretary's name: Keith M. Bennett
- 1.3.6 Treasurer's name: Shawn N. Sapp
- 1.4 If your organization is a partnership, answer the following: n/a
- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following: n/a
- 1.5.1 Date of organization:
- 1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals: n/a

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Including but not limited to the Midwest, prequalified contractor in the following states: MO, AR, IA, KS, OK, NE,  
Categories of work we perform with our own forces:  
Grading & Base Rock & Subgrade Stabilization  
Concrete Paving  
Bridge and Concrete Drainage Structures  
Electrical Substations  
Underground Utilities: Water, Storm and Sanitary Sewer

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Missouri

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Site work, Site Utilities, Complete Infrastructure Projects of any scope in both Public and Private Sector, Residential & Commercial Developers, to Interstate Flyovers, Aviation Infrastructure and Golf Courses

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. See Attached Sheet
- 3.4.1 State total worth of work in progress and under contract:
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. See Attached Sheet
- 3.5.1 State average annual amount of construction work performed during the past five years:
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. See Attached Sheet

#### 4. REFERENCES

##### 4.1 Trade References:

Fabick CAT	O: 636-343-5900
1 Fabick Drive	F: 636-343-0168
Fenton, MO 63026	E: tom.held@fabickcat.com

Water & Sewer Supply	O: 573-474-8473
2612 Paris Road	F: 573-474-8476
Columbia, MO 65202	E: Skitewatersewer@mchsi.com
MFA Oil	O: 573-876-0468
One Ray Young Drive	F:
Columbia, MO 65203	E: mnewman@mfaoil.com

##### 4.2 Bank References:

Central Bank of Boone County	O: 573-874-8535
Attn Ed Scavone	F: 573-874-8432
720 E Broadway	E: Ed.Scavone@centralbank.net
Columbia, Mo 65201	

##### 4.3 Surety:

4.3.1 Name of bonding company:  
Liberty Mutual Insurance

4.3.2 Name and address of agent:

Winter Dent & Co	---	Kris Copra	O: 800-769-3472
101 E McCarty,		Jeff City, MO 65101	F: 573-619-6050
			E: Kris@winter-dent.com

## 5. FINANCING

### 5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

\*\*EMERY SAPP & SONS, INC. IS A PRIVATELY HELD COMPANY. IT IS NOT OUR POLICY TO PROVIDE OUR PRIVATE FINANCIAL STATEMENT, BUT WILL UPON REASONABLE REQUEST DAN HOOVER, CONTROLLER 573-445-8331

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?



6. SIGNATURE

6.1 Dated at this day of

Name of Organization: Emery Sapp & Sons, Inc.

By: \_\_\_\_\_

Title: Assistant Vice President

6.2

Mr. Justin Gay, Assistant Vice President being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be  
misleading.

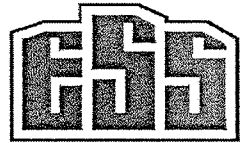
Subscribed and sworn before me this day of

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

My Commission Expires:



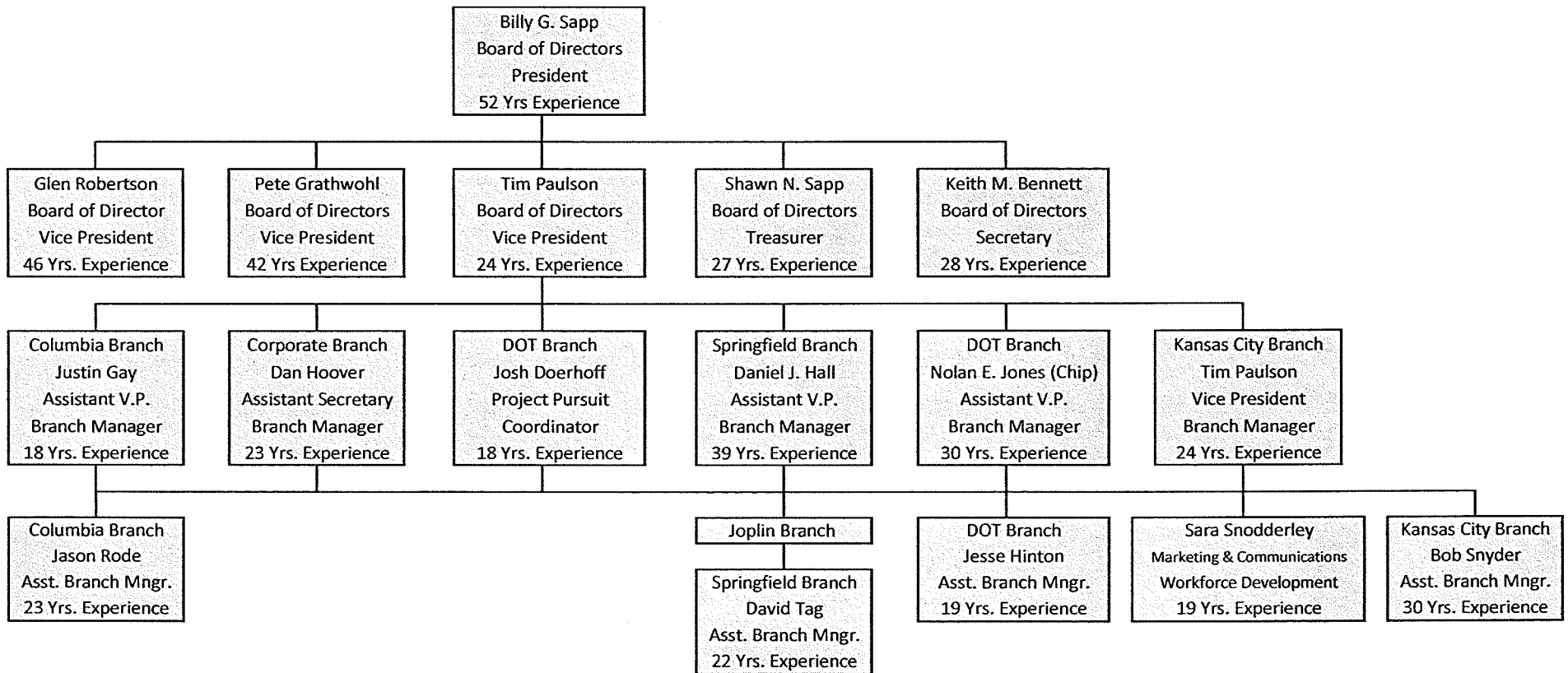
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EMERY SAPP & SONS, INC

## EMERY SAPP & SONS, INC.

### Organizational Chart





**2018 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 05-18-18 dw

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	COMPLETION DATE
2018	Bridge	Cass Co Rte A	MODOT	Archie, MO	\$771,025	40%	Michelle Bolden	600 NE Colbern Lees Summit, MO 64086	816-347-4143		
2018	Bridge	Cass Co Rte B	MODOT	Archie, MO	\$861,497	5%	Michelle Bolden	600 NE Colbern Lees Summit, MO 64086	816-347-4143		
2018	Roadway	Allen County US 169	KDOT	Humboldt, KS	\$16,159,139	0%	Darrin Petrowsky	1720 N State St Iola, KS 66749	620-365-2161		
2018	Roadway	NE 50th St-Britton Rd	Oklahoma Turnpike Authority	Oklahoma City, Ok	\$11,924,066	0%	Craig Seefeldt	3500 Martin Luther King Avenue Oklahoma City, OK 73111	405-425-3600		
2018	Bridge	Lawrence Co Rte I-44	MODOT	Sarcoixie, MO	\$3,936,174	0%	Greg Chapman, P.E.	2915 Doughboy Drive Joplin, MO 64804	417-621-6354		
2018	Roadway	Veterans Road Extension Ph2	City of Warrensburg	Warrensburg, MO	\$664,302	50%	William Graves	102A S. Holden Warrensburg, MO 64093	660-262-4664	660-747-2349	
2018	Water	Dodson Blue River Basin	Core of Engineers	Kansas City, MO	\$3,634,000	5%	Chris Bolek-Lane Construction	90 Fieldstone Court Cheshire, CT 06410	815-846-4455		
2018	Roadway	Joplin Surface Project 4003	City of Joplin	Joplin, MO	\$2,104,309	0%	Joe Rickman	5051 S. National Suite 7A Springfield, MO 65810	417-889-3400	417-889-3402	
2018	Roadway	MODOT Rt60 Barry Co	MODOT	Monett, MO	\$439,094	0%	Kristi Bachman	3025 E. Kearney Springfield, MO 65801	417-829-8040	417-895-7652	
2017	Roadway	ODOT Call 410 Craig Co, Hwy 10	ODOT	Weich, OK	\$158,461	0%	Jennifer Bullard	402 N. Mingo Valley Expressway Tulsa, OK 74116	918-838-9933	918-832-9074	
2017	Bridge	Andrew Co Rt I-29	MODOT	St Joseph, MO	\$2,116,285	25%	Gregory Stervinou	4718 S. 169 Hwy St. Joseph, MO 64503	816-387-2590		
2017	Bridge	Dekalb Co. Rt 36	MODOT	Osbourne, MO	\$2,008,344	35%	Gregory Stervinou	4718 S. 169 Hwy St. Joseph, MO 64503	816-387-2590		
2017	Bridge	Taney Co Rt 76	MODOT	Bradleyville, MO	\$2,918,066	55%	Johnny Teegardin, RE	251 SW Outer Road Branson, Mo 65616	417-335-5635		
2017	Roadway	Bethany MO 30th Street Extension	City of Bethany	Bethany, MO	\$1,292,492	100%	Jonne Siemons	206 N. 16th St Bethany, MO 64424	660-425-3511		October-17
2017	Bridge	Warren Co Rt I-70	MODOT	Warrenton, MO	\$8,812,837	50%	Richard Domzalski, R.E.	111 Francis Drive Troy, MO 63379	573-406-6525		
2017	Roadway	Boone County Concrete Rehab'17	Boone County, MO	Columbia, MO	\$921,967	100%	Keith Austin	801 E. Walnut Columbia, MO 65201	573-886-4490		September-17
2017	Br/St	Conley Rd TDD	Conley Road TDD	Columbia, MO	\$9,785,143	90%	Robert Green	211 N. Stadium Blvd Suite 201 Columbia, MO 65203	573-449-8323		
2017	Airport	Macon-Fower Airport	City of Macon, MO	Macon, MO	\$569,570	100%	Vicky McLeland	106 West Bourke Street P.O. Box 569 Macon, MO 63552	660-385-6421		October-17
2017	Airport	Sedalia Regional Airport Parking Apron	City of Sedalia, MO	Sedalia, MO	\$1,532,771	15%	Eric Bowers	1900 East Boonville Road Sedalia, MO 65301	660-826-4128		
2017	Airport	Columbia Regional Airport Taxiway C	City of Columbia, MO	Columbia, MO	\$2,543,452	100%	Joe Moses	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591		November-17
2017	Airport	Maryville Kansas Airport	City of Maryville, KS	Maryville, KS	\$506,562	95%	Jeremy Olson	CUSSON Associates 601 P Street Suite 200 Lincoln, NE 68508	402-474-6311		
2017	Roadway	Greene Co Rt I-44	MODOT	Springfield, MO	\$1,810,799	95%	Brad Griпка, P.E.	2549 North Mayfair Avenue Springfield, MO 65803	417-895-6720		
2017	Bridge	Buchanan Co Rt DD	MODOT	Faucett, MO	\$2,482,190	95%	Gregory Stervinou	4718 S. 169 Hwy St. Joseph, MO 64503	816-387-2590		
2017	Roadway	Lafayette Co Rt 24	MODOT	Wellington, MO	\$1,752,718	100%	Brian Iles	3000 Commercial Dr Suite 103 Higginsville, MO 64037	660-584-7757		September-17
2017	Roadway	Johnson Co Rt 50	MODOT	Blackwater, MO	\$1,332,652	100%	Brian Iles	3000 Commercial Dr Suite 103 Higginsville, MO 64037	660-584-7757		August-17
2017	Br/St	Scott Co Rt I-55	MODOT	Scott City, MO	\$15,943,608	30%	Brian Holt, R.E.	198 State Hwy Y Jackson, MO 63755	573-243-0899		
2016	Asphalt	ODOT Call 210 Hwy 169 NowataCo	ODOT	Lenapah, OK	\$2,519,768	90%	Andy Beachner - B&B Bridge	411 6th Street 66771	620-449-2286	620-449-8550	
2016	Br/St	Lawrence Co Rt I-44	MODOT	Mount Vernon, MO	\$2,805,124	100%	Greg Chapman, P.E.	2915 Doughboy Drive Joplin, MO 64804	417-621-6354		June-17



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LAST UPDATED: 05-18-18 dw

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	COMPLETION DATE
2016	Br/St	Greene Co Rt 65	MODOT	Springfield, MO	\$15,553,908	100%	Johnny Teegardin, RE	251 SW Outer Road Branson, Mo 65616	417-895-6720	417-895-6734	October-17
2016	Br/St	Saline Co Rt I-70	MODOT	Sweet Springs, MO	\$4,714,929	100%	Zach Walker, P.E.	1593 West Arrow Marshall, MO 65340	660-886-9733		November-17
2016	Br/St	Worth Co Rt 46 & 246	MODOT	Sheridan, MO	\$3,220,418	100%	Larry Jacobson, R.E.	28320 250th Street Maryville, MO 64468	660-582-3300		August-17
2016	Airport	CRA Reconstruct Runway 13-31	City of Columbia	Columbia, MO	\$10,483,001	98%	Joe Moses	Bums & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591		
2016	Airport	Lee C. Fine Memorial Airport Taxiway A	City of Osage Beach, MO	Osage Beach, MO	\$2,042,786	100%	Brian Hutsell	Crawford, Murphy, Tully One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723	June-17
2016	Br/St	South Liberty Parkway	City of Liberty, MO	Liberty, MO	\$23,751,796	50%	Steve Hansen, P.E.	101 E. Kansas St Liberty, MO 64068	816-439-4500	816-439-4513	
2016	Airport	Topeka Regional Airport	Metropolitan Topeka Airport Authority	Topeka, KS	\$17,972,650	100%	Jay R. Freund, P.E.	16201 W. 95th Street Suite 200 Lenexa, KS 66219	913-754-5568		September-17
2016	Airport	Lee's Summit Airport Runway 18-36	City of Lee'S Summit, Mo	Lee's Summit, Mo	\$8,894,934	100%	Ty Sander	Crawford, Murphy, Tully One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723	November-17
2016	Exc	CU CCR Clean-up	City Utilities Of Springfield	Springfield, MO	\$6,947,000	100%	Ryan Turner	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656		December-17
2016	Airport	Rogers Municipal Airport Runway	City Of Rogers, Ar	Rogers, Ar	\$5,715,268	100%	Ben Perea, P.E.	2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101	August-17
2016	Bridge	Riverview Ave Bridge Replacement	Unified Govt of Wyandotte Co KS	Kansas City, KS	\$4,949,175	100%	David Clark, P.E.	701 North 7th Street Kansas City, KS 66101	913-573-5700	913-573-5727	August-17
2016	Street	Perry Co Rt AC	MODOT	Perryville, MO	\$3,022,122	100%	Brian Holt	198 State Hwy Y Jackson, MO 63755	573-243-0899	573-243-6281	December-16
2016	Airport	HRO Runway Rehabilitation	Boone Co Regional Airport Admin Board	Harrison, AR	\$2,567,942	100%	Adam White, P.E.	2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101	October-16
2016	Asphalt	MODoT Rte52 J7P3077 BatesCo	MODOT	Clinton, MO	\$2,203,516	100%	Shannon Keltner P.E., R.E.	1057 E. Gains Drive, Clinton MO 64735	660-885-5665		October-16
2016	Utility	Montrose Phase 2	City of Edgerton, KS	Edgerton, KS	\$1,409,154	100%	Mike Mabrey	404 East Nelson, PO Box 255 Edgerton, KS 66021	913-893-6231		June-16
2016	Asphalt	KDOT U166-106 KS 4241-01 pave	KDOT	Meirose, KS	\$1,002,284	100%	Tim Burton - E.I.T., KDOT	3097 W. Main Independence KS 67301	620-331-3760	620-331-7017	August-16
2016	Asphalt	ODOT Ottawa Co SH-10	ODOT	Wyandotte, OK	\$860,192	50%	Paradigm Construction	7146 S Braden Ave Ste 300 Tulsa, OK 74136	918-488-0060		
2016	Street	Kodiak Road Improvements	Neosho Special Road District	Neosho, MO	\$791,090	100%	Larry Lane	500 Nelson Ave Neosho, MO 64850	417-437-4468		June-16
2016	Airport	Fort Scott Airport	City of Fort Scott, Ks	Fort Scott, KS	\$677,650	100%	Matt Jacobs, P.E.	16105 W 113th Street Suite 107 Lenexa, KS 66219	816-945-5840		August-17
2016	Bridge	Dekalb Co Rt 36	MODOT	Chillicothe, MO	\$1,733,699	100%	James Gillespie, RE	1303 Mitchell Ave Chillicothe, MO 64601	660-646-3218	660-646-6137	October-16
2016	Asphalt	Neosho City St. overlays 2016	City of Neosho, MO	Neosho, MO	\$354,354	100%	Ryan Long - PW Director	200 Nelson Ave. Neosho MO 64850	417-451-8071	417-451-8074	June-16
2016	Asphalt	ODOT Call 280 CO Rd EW6 Bridge	ODOT	Miami, OK	\$284,673	100%	Chris Rech - AM Cohron	20 Weaver St., Emporia KS 66801	620-342-4844		May-16
2016	Airport	Garden City Regional Airport Taxilane and ARFF	City of Garden City	Bernice, OK	\$186,046	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550	September-16
2016	Asphalt	KDOT US69 CherokeeCo/ExtrSprng	KDOT	Baxter Springs, KS	\$177,414	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550	June-16
2016	Asphalt	Lamar Asphalt paving overlay	City of Lamar, MO	Lamar, MO	\$175,704	100%	Norman Schapul	City Hall - 1104 Broadway Lamar, MO	417-682-5554		June-16
2016	Asphalt	MODoT G07 Rte59 McDonald Co	MODOT	Noel, MO	\$85,246	100%	Jim Comerford-P.M, Phillips Hardy	5900F N. Tower Dr, Columbia MO 65202	573-447-8070	573-447-8074	June-16
2016	Bridge	Macon Co Rt T	MODOT	Macon, MO	\$480,262	100%	Paul Gough	1711 Highway 61S Hannibal, MO 63401	573-248-2490	573-248-2467	October-16
2015	Utility	National Bio and Agro-Defense Facility	Federal Government	Manhattan, KS	\$18,699,449	70%	Terri Watts	McCarnhy Montenson 1980 Dension Ave Suite 200 Manhattan, KS 66502	785-370-0269		



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2015	Bridge	Boone Co Rt I-70	MODOT	Columbia, MO	\$17,500,000	100%	Travis Koestner	MODOT 4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769	September-16
2015	Utility	Cass Co Rte I-49	MODOT	Lee Summit Mo	\$9,234,713	100%	Jon Voss, RE	600 NE Colbern Road Lee's Summit, MO 64086	816-427-3625	816-437-3629	November-16
2015	Street	Greene Co Rte 60	MODOT	Springfield, Mo	\$8,402,106	100%	Brad Gripka, P.E.	MODOT Joplin Project Office 2549 North Mayfair Ave. Springfield, MO 65803	417-629-3169		July-16
2015	Br/St	Scott Blvd Phase 3	City Of Columbia	Columbia, Mo	\$8,184,711	100%	Bob Riley	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	November-16
2015	Utility	Lee'S Summit Airport	City Of Lee'S Summit, Mo	Lee's Summit, Mo	\$6,983,398	100%	Ty Sander	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723	June-16
2015	Airport	Clinton Regional Airport	City of Clinton, MO	Clinton, MO	\$4,474,904	100%	Mark Williams, P.E.	Garver, LLC 5251 West 116th Place, Suite 200 Leawood, KS 66211	913-312-1182		August-16
2015	Airport	XNA Airport East Apron Expansion	Northwest Regional Airport Authority	Bentonville, AR	\$4,444,444	100%	Matthew Thomason	1 Airport Blvd, Suite 100 Bentonville, AR 72712	479-205-1000		July-16
2015	Airport	CRA Reconstruct Runway 13-31	City of Columbia	Columbia, MO	\$4,376,336	100%	Joe Moses	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-728-8591		November-15
2015	Street	Oklahoma City Rt I-235	ODOT	Oklahoma City, Ok	\$3,196,504	100%	Mike Patterson	ODOT 200 NE 21st Street Oklahoma City, OK 73105	405-522-8000		August-15
2015	Airport	Elton Hensley Memorial Airport	City Of Fulton, Mo	Fulton, MO	\$2,241,587	100%	Tom Morris, P.E.	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-571-9066	314-436-0723	August-16
2015	Utility	Public Safety Training Facility	City of Joplin	Joplin, MO	\$2,134,535	100%	Clayton Cristy P.E.	602 S Main Street Joplin, MO 64802	417-624-0820	417-625-4783	October-15
2015	Utility	John Twitty Energy Center Rail Loop	City Of Springfield, MO Utilities	Springfield, MO	\$1,797,434	100%	Mark Haden	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656		March-16
2015	Utility	Whiteman AFB Drainage Improvement	Federal Government	Knob Knoster, MO	\$1,469,558	100%	Bob Crumb	Reasbeck Construction 96 SE 501 Rd Warrensburg, MO 64093	660-429-0100	660-429-0181	April-16
2015	Airport	Joplin Regional Airport	City Of Joplin, MO	Joplin, MO	\$1,189,664	100%	Steve Stockholm	602 S Main Street Joplin, MO 64802	417-623-0362		
2015	Street	Cooper Co Rt 5	MODOT	Boonville, MO	\$898,034	100%	Charles Sullivan	MODOT 4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769	October-15
2015	Utility	Boone Co Emergency Communication Ctr	Boone County, Mo	Columbia, Mo	\$893,910	100%	John States	3316 LeMone Industrial Blvd. Columbia, MO 65201	573-449-7200	573-449-7300	
2015	Asphalt	KDOT call242 Boubon Co	KDOT	Fl. Scott, KS	\$355,887	100%	Al Seeman- Amino Bros.	8110 Kaw Dr. Kansas City, KS 66111	913-334-2330	913-334-0144	
2015	Street	Southampton Drive Rehab	City Of Columbia	Columbia, Mo	\$348,648	100%	Bob Riley	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	
2015	Asphalt	Ottawa Co EW 150 Road	ODOT	Bluejacket, OK	\$311,911	100%	Russell Earts - Commissioner	Hwy Dist 3 Facility-7 Main St. Fairland OK 74343	918-676-3227		
2015	Asphalt	ODOT#305 Hwy59 LtI Horse Creek	ODOT	Afton, OK	\$189,518	100%	Steve Houser - Crossland	833 S. East Ave. Columbus, KS 66725	620-429-1414	620-429-1412	
2015	Asphalt	ODOT Call 180 Fly Creek Bridge	ODOT	Bernice, OK	\$186,046	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550	
2015	Asphalt	Ottawa Co South 520 Road	ODOT	Fairland, OK	\$157,049	100%	Russell Earts - Commissioner	Hwy Dist 3 Facility-7 Main St. Fairland OK 74343	918-676-3227		
2015	Asphalt	KDOT 6U2290-01 asphalt paving	KDOT	Fl. Scott, KS	\$156,223	100%	Al Seeman - Amino Bros.	8110 Kaw Dr. Kansas City, KS 66111	913-334-2330	913-334-0144	
2015	Asphalt	KDOT Call 644 Cherokee Co	KDOT	Wier, KS	\$82,693	100%	Andy Beachner - B&B Bridge	411 6th Street St Paul, KS 66771	620-449-2286	620-449-8550	
2014	Street	Cole County Rte. 50	Modot	Jefferson City, Mo	\$19,925,874	100%	Ed Hassinger	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267	
2014	Street	Jasper County Rte. I-44	Modot	Joplin, Mo	\$6,921,541	100%	Jason Evenden, PE	2915 Doughtboy Drive Joplin, MO 64804			
2014	Bridge	Us 69 Fairfax Bridge	Modot	Riverside, Mo	\$5,143,669	100%	Scott Gammon, PE	American Bridge 7301 West 129th Street Suite 130 Overland Park, KS 66213	913-948-5800		
2014	Br/St	Scott Blvd Phase 2	City Of Columbia	Columbia, Mo	\$4,900,566	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	



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2014	Exc	John Twitty Energy Center	City Utilities Of Springfield	Springfield, Mo	\$4,395,169	100%	Ryan Turner	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656		
2014	Airport	Rogers Municipal Airport	City Of Rogers, Ar	Rogers, Ar	\$3,655,967	100%	David Krutsch	City of Rogers #3 South Airport Drive Rogers, AR 72756	479-631-1400		
2014	Street	Ku Jayhawk Blvd Phase 2	University Of Ks	Lawrence, Ks	\$2,376,014	100%	David Stueve	Kansas Department of Administration 800 SW Jackson, Suite 600 Topeka, KS 66612	785-296-3011		
2014	Airport	Omar Bradley Runway 5-23	City Of Moberly, Mo	Moberly, Mo	\$1,462,404	100%	Chris Flageotte	903 E. 104TH Street Suite 800 Kansas City, MO 64131	816-363-2696		
2014	Street	32nd & Arizona Avenue	City Of Joplin, Mo	Joplin, Mo	\$748,828	65%	Nathan Meyer P.E.	Uison Associates 601 P Street Suite 200 Lincoln, NE 68508	417-890-8802	417-890-8805	
2014	Street	2014 Concrete Rehabilitation Program	Boone County	Columbia, Mo	\$474,824	100%	Dan Haid	Boone County 601 E. Walnut Room 315 Columbia, MO 65201	573-886-4392		
2014	Street	26th Street Sidewalk Overlay	City Of Joplin, Mo	Joplin, Mo	\$434,099	100%	Shawn Turner, PE	TRANSYS 2400 Pershing Road Suite 400 Kansas City, MO 64108	816-329-8600	816-329-8601	
2014	Airport	Branson West Airport	City Of Branson West, Mo	Branson West, Mo	\$431,340	100%	Ken Smith	City of Branson West 110 Silver Lady Street Branson West, MO 65737	417-272-3313		
2014	Airport	Trenton Municipal Airport	City Of Trenton, Mo	Trenton, Mo	\$231,947	100%	Mark Kubesa	Uison Associates 601 P Street Suite 200 Lincoln, NE 68508	402-474-6311	402-474-5160	
2014	Utility	Chilled Water Line-Mumford To Lefevre	University Of Mo	Columbia, Mo	\$154,500	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603	
2014	Street	Thompson Center Parking Lot	University Of Mo	Columbia, Mo	\$72,900	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603	
2013	Br/St	South Lawrence Trafficway	Kdot	Lawrence, Ks	\$129,806,243	100%	Nathan Jeffries	1462 US - 40 Hwy Lawrence, KS 66044	785-842-0299	785-296-3720	
2013	Street	Boone Co Rt 740	Modot	Columbia, Mo	\$12,853,323	100%	Charles Sullivan	4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769	
2013	Bridge	Don Tyson Parkway	City Of Springdale, Ar	Springdale, Ar	\$10,927,709	100%	Doug Sprouse	201 Spring St Springdale, AR 72764	479-750-8135	479-750-8504	
2013	Street	Platte Co Rt 29	Modot	Kansas City, Mo	\$10,450,802	100%	Scotty Williams	1900 NW Cokingham Dr Kansas City MO 64155-1260	816-437-3625		
2013	Street	Shawnee Co Rt 24	Kdot	Topeka, Ks	\$4,199,726	100%	Ken Burkey	121 SW 21st Street Topeka, KS 66612	785-296-3881		
2013	Street	31st Street Lawrence Ks	City Of Lawrence, Ks	Lawrence, Ks	\$3,914,176	100%	Nathan Jeffries	1462 US - 40 Hwy Lawrence, KS 66044	785-842-0299	785-296-3720	
2013	Street	Manhattan Core District Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$2,995,045	100%	Robert Ott, P.E.	1101 Poyntz Avenue Manhattan, KS 66502	785-587-2415	785-587-2416	
2013	Street	79th Street	City Of Lenexa, Ks	Lenexa, Ks	\$2,860,500	100%	Ben Clark	City of Lenexa 12350 West 87th St Lenexa, KS 66215	913-477-7500	913-477-7730	
2013	Airport	North Central Mo Regional Airport	City Of Brookfield, Mo	Brookfield, Mo	\$2,263,138	100%	Ted Stockwell	26540 Jetway Rd. Brookfield, MO 64628	660-258-7317	660-258-2151	
2013	Utility	East 24" Transmission Main	City Of Columbia	Columbia, Mo	\$1,663,432	100%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132	
2013	Street	Riley Co Bluemont Avenue	Kdot	Topeka, Ks	\$984,476	100%	Robert Ott, P.E.	1101 Poyntz Avenue Manhattan, KS 66502	785-587-2415	785-587-2416	
2013	Airport	Independence Airport Taxiway E	City Of Independence, Ks	Independence, Ks	\$520,918	100%	Micky Webb	120 N. 6th Street Independence, KS 67301	620-332-2500	620-332-2511	
2013	Street	Prairie Lane Connection	City Of Columbia	Columbia, Mo	\$347,724	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	
2013	Airport	Coffeyville Ks Airport	City Of Coffeyville	Coffeyville, Ks	\$242,937	100%	David George	102 W. Seventh St Coffeyville, KS 67337	620-252-6100	620-252-6175	
2013	Utility	Murr Industrial Building - Install Chilled Water Service	University Of Mo	Columbia, Mo	\$149,686	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603	
2012	Street	Newton Co Rt I-44	Modod-District 7	Joplin, Mo	\$8,062,913	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760		
2012	Street	Butler County Paving	Modot-Southeast	Poplar Bluff, Mo	\$6,491,481	100%	Mark Shelton	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381	



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2012	Bridge	Fulbright Expressway	City Of Fayetteville, Ar	Fayetteville, Ar	\$6,303,828	100%	Kip Guthrie	Jacobs Engineering 3729 N Crossover Rd Suite 111 Fayetteville, AR 72703	479-587-0632		
2012	Airport	Columbia Regional Airport Taxiway A	City Of Columbia	Columbia, Mo	\$5,282,826	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132	
2012	Street	Mu-Hospital Drive	University Of Mo	Columbia, Mo	\$3,054,930	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603	
2012	Utility	Mu-Utilities To East Campus	University Of Mo	Columbia, Mo	\$3,015,739	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603	
2012	Airport	Macon Fower Airport	City Of Macon	Macon, Mo	\$2,992,341	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-6627		
2012	Airport	Lamar Airport	City Of Lamar	Lamar, Mo	\$2,872,771	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2012	Street	Rolling Hills Road	Boone County Resource Management	Columbia, Mo	\$2,383,925	100%	Jeff McCann, P.E.	801 E. Walnut Columbia, MO 65201	573-886-4480	573-886-4340	
2012	Utility	Johnson Rd Water & Sewer	City Of Springdale, Ar	Springdale, Ar	\$2,169,001	100%	Chris Buntin	Garver 2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101	
2012	Street	Brookview Gardens Design/Build	City Of Liberty, Mo	Liberty, Mo	\$1,472,090	100%	Brian Hess	City of Liberty 101 East Kansas St Liberty, MO 64068	816-439-4400	816-439-4513	
2012	Airport	Manhattan Ks Airport Ramp Infill	Department Of The Army	Ft Riley, Ks	\$1,068,123	100%	Jody Kaaz	K&P Construction 716 Cherokee St Leavenworth, KS 66048	913-682-3550	913-683-3979	
2012	Street	Boone Co Rt I-70	Modot	Columbia, Mo	\$1,011,236	100%	Charles Sullivan	4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769	
2012	Bridge	Ktu 17.3 Dade Co	Ktu Contractors	Sims Point, Mo	\$897,976	100%	Paul Roggenbuck	KTU Constructors 2704 N.E. Independence Ave. Lees Summit, MO 64064	816-600-3671		
2012	Airport	Waynesville Airport	City Of Waynesville, Mo	Fort Leonard Wood, Mo	\$853,171	100%	Ty Sanders	Crawford, Murphy, Lilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-436-5500	314-436-0723	
2012	Street	Concrete Rehab	Boone County	Columbia, Mo	\$441,318	100%	John Sullivan, P.E.	Boone County 801 E. Walnut Room 315 Columbia, MO 65201	573-886-4480		
2012	Bridge	Ktu 17.2 Knox Co	Ktu Contractors	Edina, Mo	\$406,606	100%	Steve Kullman	KTU Constructors 2704 N.E. Independence Ave. Lees Summit, MO 64064	816-600-3671		
2012	Street	Campbell Avenue Streetscape	City Of Springfield, Mo	Springfield, Mo	\$380,786	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102		
2012	Airport	Elton Hensley Memorial Airport	City Of Fulton, Mo	Fulton, Mo	\$217,575	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2012	Utility	Lone Pine Sanitary Sewer	City Of Springfield, Mo	Springfield, Mo	\$84,295	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102		
2011	Street	Johnson Co Route 13	Modot-District 4	Warrensburg, Mo	\$10,126,672	100%	Brian Iles	1593 W Arrow Dr Marshall, MO 65340	660-886-2115	660-886-7421	
2011	Street	Cole Co Rt 179	Modot-District 5	Jefferson City, Mo	\$6,825,377	100%	Terry Imhoff	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267	
2011	Street	Clark Lane Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$4,908,630	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	
2011	Bridge	Barton/Jasper Co Route 71	Modot-District 7	Lamar, Mo	\$4,815,929	100%	Greg Chapman	1501 Malcolm Mesby Dr. Neosho, MO 64850	417-455-5760		
2011	Street	St Francois Co Rt 67	Modot-District 10	Farmington, Mo	\$3,344,748	100%	Jason Williams	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381	
2011	Street	Cape Girardeau Co Rt Ab	Modot-District 10	Cape Girardeau, Mo	\$2,551,804	100%	Mark Shelton	2675 North Main Street, Sikeston, MO 63801	573-472-5333	573-472-5351	
2011	Street	Farm Road 178	Greene County Highway Dept	Springfield, Mo	\$2,312,581	100%	Dan Smith	2065 North Clifton, Springfield, MO 65803	417-831-3591		
2011	Street	3rd Street Openings	City Of Manhattan, Ks	Manhattan, Ks	\$2,143,101	100%	Kurt Rotering, IE	Alfred Benesch & Company 3226 Kimball Ave. Manhattan, KS 66503	785-539-2202		
2011	Airport	Ottawa Municipal Airport	City Of Ottawa, Ks	Ottawa, Ks	\$2,089,523	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	



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2011	Bridge	Monroe Co Various Routes	Modot-District 3	Paris, Mo	\$1,682,638	100%	Martin Lincoln Jr.	1303Christy Dr Mexico, MO 65265	573-581-8320	573-581-7183	
2011	Bridge	Macon Co Ktu Bridge 7.6	Ktu Contractors	Elmer, Mo	\$1,247,780	100%	Steve Kullman	3514 I-70 Dr SE Suite 102 Columbia, MO 65201	573-777-3500		
2011	Airport	Independence Municipal Airport	City Of Independence, Ks	Independence, Ks	\$1,067,220	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2011	Airport	Nevada Municipal Airport	City Of Nevada, Mo	Nevada, Mo	\$996,769	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2011	Airport	Omar Bradley Airport	City Of Moberly, Mo	Moberly, Mo	\$990,842	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2011	Street	Se Bailey Road	City Of Lees Summit, Mo	Lees Summit, Mo	\$844,495	100%	Rodney Hudson	220 SE Green Street Lee's Summit, MO 64063	816-969-1833		
2011	Street	Clafin/Beechwood Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$475,022	100%	Peter Clark, P.E.	1101 Peyntz Avenue Manhattan, KS 66502	785-587-2415		
2011	Utility	Bella Vista Water Main	Bella Vista Village Poa	Bella Vista, Ar	\$452,296	100%	David Todd-CEI Engineering	3108 SW Regency Parkway Suite 2, Bentonville, AR 72712	479-273-9472		
2011	Street	Newton Co Rt 71	Modot-District 7	Joplin, Mo	\$378,082	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760		
2011	Street	Boone Co 2011 Concrete Rehab	County Of Boone	Columbia, Mo	\$365,461	100%	Keith Austin	801 E. Walnut Columbia, MO 65201	573-886-4490		
2011	Street	Boone Co Rt B	Modot-District 5	Columbia, Mo	\$254,075	100%	Susan Ball	4201 Paris Rd Columbia, MO 65202	573-884-4751		
2011	Airport	Johnson Co Executive Airport	County Of Johnson, Ks	Olathe, Ks	\$243,000	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-6627		
2011	Street	Worley Street Sidewalk	City Of Columbia, Mo	Columbia, Mo	\$134,729	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132	
2010	Hwy	Camden Co Rt 54	Modot - District 5	Osage Beach- Mo	\$16,758,270	100%	Trent Brooks	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267	
2010	Hwy	Laclede/Pulaski I-44 J812167	Modot - District 8	Jerome, Mo	\$11,097,159	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567		
2010	Hwy	Cole Co. Rte 179	Modot - District 5	Jefferson City, Mo	\$6,795,645	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267	
2010	Site Dev	Ait Barracks Complex	U.S. Army Corps Of Engineers - Kc District	Fot Leonard Wood, Mo	\$5,829,235	100%	Jeremy Lambden	M.W. Burgers 1701 n. General Bruce Drive Temple, TX 76504	254-778-4241	254-778-5151	
2010	Hwy	Jackson Co. Rte 50	Modot - District 4	Lone Jack, Mo	\$5,149,137	100%	Richard Orr	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-0460	816-622-0461	
2010	Street	Front Street Roadway Improvements	Kansas City, Mo	Kansas City, Mo	\$2,848,376	100%	Mark Montgomery	414 East 12th Street, Kansas City, MO 64106	816-513-2613	816-513-2615	
2010	Street	Mexico Gravel Rd	City Of Columbia, Mo	Columbia, Mo	\$2,495,944	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	
2010	Utility	Red Campus 24" & 6" Chilled Water Lines	Univ. Of Missouri - Columbia	Columbia, Mo	\$2,075,000	100%	Joe Pille	130 General Services Bldg Columbia, MO 65211	573.289.7197	573.882.1175	
2010	Bridge	Barton Co Rt 71	Modot-District 7	Lamar, Mo	\$1,747,817	100%	Becky Baltz	3901 East 32nd Street, Joplin, MO 64804	417-621-6500	417-629-3393	
2010	Street	Shelby Road	City Of Poplar Bluff, Mo	Poplar Bluff, Mo	\$1,745,219	100%	Frank Carrol	Cripple Creek TDD 4800 West Blvd Poplar Bluff, MO 63901	573-686-0806		
2010	Street	North Brighton Avenue	City Of Kansas City, Mo	Kansas City, Mo	\$1,320,000	100%	Jeff Martin	414 East 12th Street, Kansas City, MO 64106	816-513-8722	816-513-2615	
2010	Street	Concrete Street Replacement Program	City Of Springfield, Mo	Springfield, Mo	\$1,219,483	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102		
2010	Street	3rd Street Improvements	City Of Manhattan, Ks	Manhattan, Ks	\$1,084,669	100%	Matt Breland-Killian Construction	2664 E Carney, Springfield, MO 65803	417-883-1204	417-887-7338	
2010	Site Dev	Project Tiger	City Of Columbia, Mo / State Of Mo	Columbia, Mo	\$729,429	100%	John States	Little Dixie Construction xx Lemone Industrial Columbia, MO 65201	573.449.7200	573.449.7300	





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2010	Site Dev	Umc Southeast Gateway Util. Phase #3B	Univ. Of Missouri - Columbia	Columbia, Mo	\$668,000	100%	Tom McFarland	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175	
2010	Hwy	Warren Co Rt B	Modot - District 3	Near Warrenton, Mo	\$514,588	100%	Christopher Knapp	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2586	573-248-2623	
2010	Airport	Jesse Viertel Memorial Airport Construct T- Hangar Taxilanes	City Of Boonville, Mo	Boonville, Mo	\$421,524	100%	Chris Flageolle Lochner-BWR	903 East 104th St, Suite 900, Kansas City, MO 64131-3451	816-363-2696	816-363-0027	
2010	Utility	Old Mill Creek Water Line	City Of Columbia, Mo	Columbia, Mo	\$405,007	100%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132	
2010	Utility	Gans Creek Pump Station	City Of Columbia, Mo	Columbia, Mo	\$361,508	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	
2010	Street	Stadium Blvd Crossroads Entrance	City Of Columbia, Mo	Columbia, Mo	\$225,625	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	
2009	Hwy	Greene Co Rt 65	Modot - District 8	Springfield, Mo	\$26,943,392	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637	
2009	Hwy	Camden/Laclede Co Rt 5	Modot - District 5	Camdenton - Lebanon, Mo	\$16,150,582	100%	Dennis Krenning	RT2 BOX 870 BUFFALO, MO 65648	417-345-2192		
2009	Hwy	Jackson Co Rt 150	Modot - District 4	Lee'S Summit, Mo	\$14,101,938	100%	Jeffrey Hardy	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-6570	816-622-6323	
2009	Street	Scott Blvd Improvements	City Of Columbia, Mo	Columbia, Mo	\$11,131,564	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132	
2009	Hwy	Greene Co Rt 60	Modot - District 8	Springfield, Mo	\$7,572,935	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637	
2009	Street/ Bridges	Maguire Blvd Ext.	City Of Columbia, Mo	Columbia, Mo	\$7,294,025	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132	
2009	Street/ Sewer	Vandiver Drive Ext./ Upper Hinkson Outfall Sewer	City Of Columbia, Mo	Columbia, Mo	\$7,148,577	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132	
2009	Hwy	Miller Co Rt 54	Modot - District 5	Osage Beach, Mo	\$5,226,720	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267	
2009	Hwy	Colt Railroad Bridge	City Of Columbia, Mo	Columbia, Mo	\$3,752,457	100%	Christian Johannningmeier	COLT RAILROAD COLUMBIA, MO	573-874-6373		
2009	Airport	Eldon Model Airpark - Runway Extension Project	City Of Eldon, Mo	Eldon, Mo	\$3,181,603	100%	Debbie Guthrie	City Hall 101 S. Oak St. Eldon, MO 65026	573-392-2291 Ext. 7		
2009	Airport	Max B. Swisher -Skyhaven Airport	Univ. Of Central Mo. (Ucm)	Warrensburg, Mo	\$1,939,527	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2009	Street/ Sewer	Reed Street Combined Sewer	City Of Moberly, Mo	Moberly, Mo	\$1,270,856	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171	
2009	Airport	West Plains Municipal Airport - Parallel Taxiway Extension & Taxi Lane Rehab	City Of West Plains, Mo	West Plains, Mo	\$1,193,503	100%	Royce Fugate	1910 Holiday Lane West Plains, MO 65775	417-256-7176		
2009	Airport	Marshall Memorial Airport Reconstruct aprons	City Of Marshall, Mo	Marshall, Mo	\$1,168,381	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565	
2009	Street	Moreland School Road	City Of Blue Springs, Mo	Blue Springs, Mo	\$1,083,079	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298	
2009	Airport	Coffey County Airport	Coffey County Airport Authority	Coffey, Ks	\$813,785	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2009	Airport	Hugh Robinson Memorial Airport Taxilane Construction	City Of Neosho, Mo	Neosho, Mo	\$771,745	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2009	Hwy	Clay County Rt 169	Modot - District 4	Riverside, Mo	\$603,680	100%	Mark Fisher	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2009	Utility	Umc Southeast Gateway Util. Phase #3A	Univ. Of Missouri - Columbia	Columbia, Mo	\$566,632	100%	Rob Young	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175	
2009	Hwy	Pettis Co Rt Y	Modot - District 5	Sedalia	\$351,814	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267	
2009	Utility	Columbia Landfill Bioreactor	City Of Columbia, Mo	Columbia, Mo	\$217,453	100%	MIKE SYMMONDS	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132	



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2009	Hwy	Boone Co Rt 63/Ac	Modot - District 5	Columbia, Mo	\$116,241	100%	Charles Sullivan	COLUMBIA, MO 65203	573-884-4770		
2008	Hwy	Jackson Co Rt I-470	Modot	Lees Summit, Mo	\$15,907,291	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200	
2008	Hwy	Webster Co I-44 Welcome Center	Modot	Lebanon, Mo	\$10,970,702	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567		
2008	Hwy	Greene Co Rt H	Modot	Springfield, Mo	\$8,325,768	100%	Johnny Teegardin, RE	MODOT 2549 N. Mayfair, Springfield, MO 65803	417-895-6720	417-895-6734	
2008	Airport	Lee'S Summit Airport	City Of Lees Summit, Mo	Lees Summit, Mo	\$6,582,593	100%	Ty Sander	CMT - 1 S Memorial Dr, Ste 500 St. Louis, MO 63102	314-436-5500	314-436-0723	
2008	Paving	Fall Creek	City Of Branson, Mo	Branson, Mo	\$4,952,852	100%	Cheryl Ford	City of Branson 110 Maddux Street, Branson, MO 65616	417-337-8559		
2008	Street/ Bridge	Providence Rd Ext. & Bridge Over Bear Creek	City Of Columbia, Mo	Columbia, Mo	\$4,275,732	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132	
2008	Hwy	Stoddard Co Rt 60	Modot	Fisk, Mo	\$3,069,148	100%	Steve Bubanovich, RE	MODOT 2910 Barron Rd, Poplar Bluff, MO 63901	573-840-9781	573-840-9782	
2008	Airport	Omar Bradley Airport	City Of Moberly, Mo	Moberly, Mo	\$2,460,307	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2008	Airport	Columbia Regional Airport	City Of Columbia, Mo	Columbia, Mo	\$1,835,506	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027	
2008	Paving	Virginia Avenue Extension	University Of Mo	Columbia, Mo	\$1,691,458	100%	Matt Thomas	University Of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603	
2008	Hwy	Putnam/Schuler Co Rt 136	Modot	Livonia, Mo	\$1,598,532	100%	James Gillespie, RE	MODDOT 1303 Mitchell Ave, Chillicothe, MO 64601	660-646-3218	660-646-6137	
2008	Site Dev	Callaway Energy Centre Phase Ii	Callaway Elec. Coop.	Fulton, Mo	\$1,526,315	100%	TIM VAUGHAN - PARIC Corp. (GC /Project Manager)	1001 Boardwalk Springs PL Suite 220 O'Fallon, MO 63368	636-561-9770		
2008	Airport	Independence Ks Airport #2	City Of Independence, Ks	Independence, Ks	\$1,208,340	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506		
2008	Hwy	Clay County Rt 92	Modot	Smithville, Mo	\$903,668	100%	Gregory Stervinou	MODDOT Nashua Office 1900 NW Cookingham Drive, KC MO 64155	816-437-3625	816-437-3629	
2008	Street	Lee'S Summit Curb Repair	City Of Lees Summit, Mo	Lees Summit, Mo	\$726,256	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809	
2008	Storm/ Sewer	Epperson Street	City Of Moberly, Mo	Moberly, Mo	\$702,142	100%	Shawn Carrico	Jacobs Civil, Inc. 501 N Broadway, St. Louis, MO 63102	314-335-4000		
2008	Grading	Discovery Ridge/Green Way Grading	University Of Mo	Columbia, Mo	\$629,564	100%	Bob Young	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-884-0099	(573) 884-5603	
2008	Paving	Mid-America Street	City Of Boonville, Mo	Boonville, Mo	\$542,453	100%	ML Cauthon	City of Boonville	660-882-5257		
2008	Hwy	Camden Co Rt 5 Slide Repair	Modot	Camdenton, Mo	\$512,727	100%	Mike Omalv	MODDOT 93 Morgan Street, Camdenton, MO 65020	573-346-3053	573-346-4960	
2008	Airport	Allen County Airport	City Of Iola, Ks	Iola, Ks	\$415,088	100%	Glen Davidson	1 N Washington, Iola KS 65737	417-624-5703	417-624-7558	
2008	Hwy	Jackson Co I-70	Modot	Blue Springs, Mo	\$383,075	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200	
2008	Airport	Fort Scott Airport	City Of Fort Scott, Ks	Fort Scott, Ks	\$366,024	100%	Kenny Howard	1 E 3rd Street, Fort Scott, KS 66701	620-223-0550	620-223-8100	
2008	Hwy	Jackson Co Rt V	Modot	Independence, Mo	\$321,294	100%	Tom Markway	MODDOT 9400 E 43rd Street, KC MO 64133	816-358-1861	816-358-2163	
2008	Storm/ Sewer	Rutledge Storm Water	City Of Columbia, Mo	Columbia, Mo	\$311,726	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132	
2008	Paving	Lees Summit Recycle	City Of Lees Summit, Mo	Lees Summit, Mo	\$199,363	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809	
2008	Paving	Union Ave	City Of Moberly, Mo	Moberly, Mo	\$100,853	100%	Dick Leach	PSBA - 100 S 54th Street, Quincy, IL 62306	217-223-4605	217-223-1546	



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2008	Hwy	Jackson Co Rt 78	Modot	Independence, Mo	\$87,739	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200	
2008	Storm/ Sewer	Claremore Sanitary Rehab	City Of Claremore, Ok	Claremore, Ok	\$82,308	100%	Bob Wages	Incog 210 W 5th Street, Ste 600, Tulsa, OK 74103	918-584-7526		
2007	Hwy	Madison Co. - Rte 67	Modot - District 10	Farmington, Mo	\$37,597,624	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381	
2007	Hwy	Dallas/ Greene Co Rte 65	Modot District 8	Springfield, Mo	\$19,716,631	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637	
2007	Hwy	Greene Co Rte 65	Modot District 8	Springfield, Mo	\$16,696,406	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637	
2007	Hwy	Boone Co. - Rte 63/ Gans Rd Interchange	Modot - District 5	Columbia, Mo	\$8,572,275	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2007	Hwy	Macon Co Rte 63	Modot - District 2	Macon, Mo	\$5,131,898	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2007	Site Dev	Crosscreek Center - Tdd	Crosscreek Transp. Dev. Dist.	Columbia, Mo	\$3,522,630	100%	SCOTT BITTERMAN	1901 PENNSYLVANIA DR. COLUMBIA, MO 65201	573-814-1568	573-814-1128	
2007	Street/ Bridge/ Water	Chapel Hill Road Extension	City Of Columbia, Mo	Columbia, Mo	\$3,043,426	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2007	Street	Liggett Road	Jackson Co., Mo	Independence, Mo	\$2,431,677	100%	RODGER SEIDELMAN		816-847-7055	816-847-7051	
2007	Water	Hillsdale Pump Station & Water Main	City Of Columbia, Mo	Columbia, Mo	\$2,295,645	100%	DAVE STORVICK	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875	
2007	Airport	Jefferson City Mem. Airport Taxiway A, Connectors & Apron Rehab	City Of Jefferson City, Mo	Jefferson City, Mo	\$2,035,827	100%	RON CRAFT	320 E. MCCARTY ST JEFFERSON CITY, MO 65102	573-634-6469	573-634-5269	
2007	Airport	Nevada Municipal Airport Runway 2-20 Rehab & Connectors	City Of Nevada, Mo	Nevada, Mo	\$1,909,116	100%	MARK MITCHELL	120 S. ASH ST. NEVADA, MO 64772	417-448-2700		
2007	Airport	Marshall Memorial Airport Reconstruct Runway 18-36, New Taxiway F, & Connectors	City Of Marshall, Mo	Marshall, Mo	\$1,841,025	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565	
2007	Water	Hwy 763 Water Line Relocations	City Of Columbia, Mo	Columbia, Mo	\$1,352,221	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875	
2007	Airport	Independence Municipal Airport - Reconstruct Taxiway A & Connectors	City Of Independence, Ks	Independence, Ks	\$1,257,942	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506		
2007	Site Dev	Central Mo Universty Track & Field Rehab	Central Mo University	Fayette, Mo	\$850,455	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469	
2007	Water	Oakland Gravel & Holly Ave.	City Of Columbia, Mo	Columbia, Mo	\$442,806	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875	
2007	Hwy	Montana Rd @ Sand Creek Rd Franklin Co. Ks	Kdot	Ottawa, Ks	\$439,810	100%	BRIAN SCHAFER	507 NORTH MAPLE GARNETT, KS 66032	785-448-5446	785-448-2486	
2007	Street/ Water	Silva Lane Upgrade	City Of Moberly, Mo	Moberly, Mo	\$423,943	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171	
2007	Site Dev	Boonville School -		Boonville, Mo	\$188,212	100%	TRAVIS ROSS	113 EAST THIRD SEDALIA, MO	660-827-5955	660-826-8058	
2007	Site Dev	Central Mo Univeristy Softball Field	Central Mo University	Fayette, Mo	\$179,617	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469	
2007	Site Dev	Blair Oaks School -	Blair Oaks R2 School District	Wardsville, Mo	\$176,043	100%					
2006	Hwy	Green Co Rte 65	Modot - District 8	Springfield, Mo	\$25,327,653	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637	
2006	Water	36" Water Main Extension	City Of Columbia, Mo	Columbia, Mo	\$6,940,952	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875	
2006	Hwy	Rte. 7 - Blue Springs	City Of Blue Springs, Mo/ Modot	Blue Springs, Mo	\$6,198,312	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298	
2006	Hwy	Miller County Rte. 17	Modot - District 5	Iberia, Mo	\$3,705,045	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	



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2006	Excav/ Sewer	Eastowne Business Park - Phase 1	St. Joseph Business Park Corp./ City Of St. Joseph, Mo	St. Joseph, Mo	\$2,971,100	100%	BRAD LAU	3003 FREDERICK AVE. ST. JOSEPH, MO 64506	800-748-7856	816-364-4873	
2006	Hwy	Livingston Co Rte 65	Modot - District 2	Chillicothe, Mo	\$2,856,199	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2006	Hwy	Franklin Co Rte I-44	Modot - District 6	St. Clair, Mo	\$2,605,684	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186	
2006	Hwy	Grundy Co Rte. 6	Modot - District 2	Trenton, Mo	\$1,940,337	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2006	Hwy	St. Francois County, Rte. 67	Modot - District 10	Farmington, Mo	\$1,898,761	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381	
2006	Street/ Storm/ Water	Southampton Drive - Street Extension	City Of Columbia, Mo	Columbia, Mo	\$1,765,670	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2006	Hwy	Adams Dairy Parkway	City Of Blue Springs, Mo	Blue Springs, Mo	\$1,571,041	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298	
2006	Sewer	King City Sewer	City Of King City, Mo	King City, Mo	\$1,392,973	100%	ALBERT MUFF	119 N. OHIO ST KING CITY, MO 64463	660-483-0354	660-535-6121	
2006	Street/ Storm	Hamblen Road	City Of Lees Summit, Mo	Lees Summit, Mo	\$1,352,073	100%	DAVID WAHL	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795	
2006	Hwy	Business 54 Improvements	City Of Fulton, Mo	Fulton, Mo	\$1,244,225	100%	GREG HAYES	4TH & MARKET ST FULTON, MO 65251	573-592-3161	573-592-3169	
2006	Street/ Storm	Hilton Road	Reorg. School Dist. #7 Of Jackson County	Lees Summit, Mo	\$1,146,603	100%	KYLE GORRELL	502 SE TRANSPORT DR. LEE'S SUMMIT, MO 64061	816-986-2425	816-986-2435	
2006	Hwy	Lafayette Co Rte I-70 Sor	Modot - District 4	Oak Grove, Mo	\$887,100	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2006	Airport	North Central Mo Regional Airport - Taxiway Construction	City Of Brookfield, Mo	Brookfield, Mo	\$828,100	100%	TED STOCKWELL	28540 JETWAY RD. BROOKFIELD, MO 64628	660-258-7317	660-258-2151	
2006	Hwy	Business 36 Improvements	City Of Chillicothe, Mo	Chillicothe, Mo	\$691,987	100%	HUGH MUSSELMAN	715 WASHINGTON CHILLICOTHE, MO 64601	660-646-3811	660-646-6811	
2006	Airport	Ottawa Municipal Airport	City Of Ottawa, Ks	Ottawa, Ks	\$640,055	100%	ANDY HANEY	CITY HALL, 101 S. HICKORY OTTAWA, KS 66067	785-229-3630	785-229-3639	
2006	Hwy	Liberty Lane Improvements	City Of Ashland, Mo	Ashland, Mo	\$565,325	100%	KEN EFTINK	107 E. BROADWAY ASHLAND, MO 65010	573-657-2091	573-657-7018	
2006	Hwy	Mission Parkway	City Of Leawood, Ks	Leawood, Ks	\$459,732	100%	SHAWN JOHNSON	4800 TOWN CENTER DR. LEAWOOD, KS 66211	913-339-6700	913-339-6700	
2006	Street/ Storm/ Water	Hope Place - Street Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$253,612	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2006	Site Dev	Hickman High School Football Field	Columbia Public School District	Columbia, Mo	\$198,598	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401	
2006	Hwy	Route Pp Safety Project	City Of Columbia, Mo	Columbia, Mo	\$149,430	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2006	Site Dev	Rockbridge High School Football Field	Columbia Public School District	Columbia, Mo	\$143,700	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401	
2006	Airport	Jesse Veitel Mem. Airport -Apron	City Of Boonville, Mo	Boonville, Mo	\$129,277	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442	
2005	Hwy	Carter Co Rte. 60	Modot - District 9	Van Buren, Mo	\$16,107,266	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555	
2005	Hwy	East Broadway	City Of Columbia, Mo	Columbia, Mo	\$4,789,783	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2005	Hwy	Platte Co 152 Half-Diamond Tdd	Modot - District 4	Kansas City, Mo	\$1,531,109	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2005	Hwy	Clinlon County, Rte. H	Modot - District 1	Plattsburg, Mo	\$1,295,607	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359	
2005	Hwy	Daviess County, Rte. B	Modot - District 1	Coffey, Mo	\$1,288,672	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359	



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2005	Storm/ Sewer	Grindstone H-17 Outfall Sewer	City Of Columbia, Mo	Columbia, Mo	\$1,175,325	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2005	Hwy	Laclede County	Modot - District 8	Lebanon, Mo	\$834,500	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637	
2005	Hwy	Platte Co Rte Dd	Modot - District 4	North Kansas City, Mo	\$436,415	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2005	Storm/ Sewer	Bristol Lake C-3 Trunk Sewer	City Of Columbia, Mo	Columbia, Mo	\$145,075	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2005	Storm/ Sewer	Merideth Branch Drainage	City Of Columbia, Mo	Columbia, Mo	\$93,636	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2005	Storm/ Sewer	Concord Office Building Pumpstation	City Of Columbia, Mo	Columbia, Mo	\$36,570	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2004	Hwy	Crawford County, Rte. I-44	Modot - District 9	Cuba, Mo	\$11,266,515	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555	
2004	Hwy	Boone County I-70 & Hwy 63 Interchange Improvements	Modot - District 5	Columbia, Mo	\$10,630,889	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2004	Hwy	Ray County	Modot - District 4	Lexington, Mo	\$7,063,709	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2004	Hwy	Platte County, Rte. 152	Modot - District 4	Weatherby Lake, Mo	\$3,574,139	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2004	Hwy	Miller County Rte. 52	Modot - District 5	Tuscumbia, Mo	\$3,188,608	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2004	Airport	Cape Girardeau Airport	City Of Cape Girardeau, Mo	Cape Girardeau, Mo	\$3,047,655	100%	BRUCE LOY	P.O. BOX 617, AIRPORT RD CAPE GIRARDEAU, MO 63702	573-334-6230	573-334-6230	
2004	Hwy	Platte County, Bro	Platte County, Missouri	Platte City, Mo	\$2,388,955	100%	GREG SAGER	15955 HIGHWAY 273 PLATTE CITY, MO 64079	816-858-2223	816-858-3471	
2004	Hwy	Franklin Co. Rte 185	Modot - District 6	Sullivan, Mo	\$1,673,653	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186	
2004	Street/ Bridge	Garth Ave. Roadway & Bridge Improvements	City Of Columbia, Mo	Columbia, Mo	\$1,601,943	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2004	Hwy	Pike County	Modot - District 3		\$1,400,325	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623	
2004	Hwy	Grundty County	Modot - District 2		\$1,353,755	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2004	Airport	Mexico Memorial Airport	City Of Mexico, Mo	Mexico, Mo	\$1,319,069	100%	TANNA PARISH	300 N. COAL MEXICO, MO 65265	573-581-2100	573-581-2236	
2004	Street	Independence Avenue	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$1,265,823	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795	
2004	Hwy	Madonald County Rte. 71	Modot - District 7	Pineville, Mo	\$1,084,573	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140	
2004	Airport	Lawrence Airport	City Of Lawrence, Ks	Lawrence, Ks	\$988,265	100%	STEVE BENNETT	6 E. 6TH ST. LAWRENCE, KS 66044	785-832-3123	785-832-3398	
2004	Airport	Sedalia Memorial Airport Runway & Taxiway Extension	City Of Sedalia, Mo	Sedalia, Mo	\$975,338	100%	CHRIS COX	1900 E. BOONVILLE RD. SEDALIA, MO 65301	660-826-4128	660-826-4333	
2004	Airport	Washington County Airport	Washington County, Ks	Washington Co., Ks	\$841,488	100%	SHARON PIERCE	P.O. BOX 277 WASHINGTON, KS 66968	785-325-2974	785-325-2303	
2004	Hwy	Worth County, Bro	Modot - District 1	Grant City, Mo	\$568,518	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359	
2004	Water	Scott Boulevard Water	Cpwsd #1	Columbia, Mo	\$447,758	100%	GARY WOODY	1500 N. 7TH ST. COLUMBIA, MO 65201	573-449-8723	573-499-0578	
2004	Hwy	Gentry County, Rte U	Modot - District 1	Gentry, Mo	\$409,694	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359	
2003	Hwy Street/ Water/ Sewer	Cole Co. Rte 179	Modot - District 5	Jefferson City, Mo	\$16,803,066	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2003	Street/ Sewer	Tudor/Scruggs Road Improvements	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$8,301,340	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795	
2003	Hwy	Pulaski Co.	Modot - District 9		\$5,107,099	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555	
2003	Hwy	Lafayette Co. Rte 13 Paving	Modot - District 4	Lexington, Mo	\$4,584,323	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2003	Hwy	St. Francois County, Rte. 67	Modot - District 10	Farmington, Mo	\$3,649,468	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381	
2003	Airport	Springfield-Branson Regional Airport-Taxiway U	City Of Springfield, Mo	Springfield, Mo	\$2,783,406	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031	



**2018 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 05-18-18 dw

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	COMPLETION DATE
2003	Airport	Springfield-Branson Regional Airport-Taxiway D	City Of Springfield, Mo	Springfield, Mo	\$2,720,777	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031	
2003	Hwy	Miller Co. Rte 54	Modot - District 5	Osage Beach, Mo	\$2,328,939	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2003	Hwy	St. Charles Rd/ I-70 Ramp Improvements	Lake Of The Woods South Tdd	Columbia, Mo	\$2,183,680	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2003	Water/ Sewer	Water & Waste Water Extension To Hwy 24 W/ Pump Station	City Of Moberly, Mo	Moberly, Mo	\$1,096,166	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171	
2003	Hwy	Bates Co. Rte J	Modot - District 7	Amsterdam, Mo	\$1,085,523	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140	
2003	Street/ Storm	Forum Blvd. Extension	City Of Columbia, Mo	Columbia, Mo	\$910,639	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2003	Hwy	Macon County	Modot - District 2	Atlanta, Mo	\$898,873	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2003	Street/ Storm	Rollins Rd	City Of Columbia, Mo	Columbia, Mo	\$795,773	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2002	Airport	Springfield-Branson Regional Airport-Reconst. Exist. Runway 2-20 & Taxiways	City Of Springfield, Mo	Springfield, Mo	\$10,956,334	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031	
2002	Hwy	Lewis Co.	Modot - District 3	Canton, Mo	\$8,364,318	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623	
2002	Hwy	Clark Co. Bridge	Modot - District 3	Kahoka, Mo	\$6,146,077	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623	
2002	Street/ Water	Pryor Road Improvements	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$4,868,541	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795	
2002	Hwy	Laclede Co. Route 144	Modot - District 8	Lebanon, Mo	\$4,115,784	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637	
2002	Airport	Hannibal Municipal Airport	City Of Hannibal, Mo	Hannibal, Mo	\$3,928,783	100%	JIM BURNS	320 BROADWAY HANNIBAL, MO 63401	573-221-0111	573-221-8191	
2002	Hwy	Dent Co.	Modot - District 9	Salem, Mo	\$1,222,385	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555	
2002	Hwy	Audrain Co.	Modot - District 3	Mexico, Mo	\$1,207,943	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623	
2002	Airport	Monett Municipal Airport	City Of Monett, Mo	Monett, Mo	\$1,158,057	100%	HOWARD FRAZIER	217 FIFTH ST. MONETT, MO 65708	417-476-5112	417-476-5101	
2002	Hwy	Crawford Co. Bro	Modot - District 9	Sullivan, Mo	\$1,088,549	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555	
2002	Hwy	Platte Co.	Modot - District 4	Platte City, Mo	\$938,359	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2002	Street	Trojan Dr. Reconstruction	City Of Troy, Mo	Troy, Mo	\$870,288	100%	ROBERT FRANK	200 MAIN ST. TROY, MO 63379	636-528-4712	636-462-1613	
2002	Airport	Columbia Regional Airport - Apron Extension & Connecting Taxiway	City Of Columbia, Mo	Columbia, Mo	\$662,740	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2002	Hwy	Moniteau Co.	Modot - District 5	Jamestown, Mo	\$660,800	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2002	Hwy	39Th Street (Paving Only)	Modot - District 4	Independence, Mo	\$471,367	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2002	Hwy	Providence Road Ped. Bridge Over I-70	City Of Columbia, Mo	Columbia, Mo	\$453,171	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2002	Hwy	Linn Co.	Modot - District 2	Linneus, Mo	\$417,914	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2002	Hwy	Chariton Co.	Modot - District 2	Keytesville, Mo	\$410,603	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2002	Street	Commerce Dr. Phase 2 Street Extension	City Of Marshall, Mo	Marshall, Mo	\$211,086	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565	
2001	Hwy	Lafayette Co. Route 13	Modot - District 4	Lexington, Mo	\$9,601,909	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323	
2001	Hwy	Hwy 63/ Vandiver Dr. Interchange & Extension	Modot - District 5 / City Of Columbia	Columbia, Mo	\$6,597,971	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2001	Hwy	Franklin Co. Route 47	Modot - District 6	St. Clair, Mo	\$6,398,813	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186	
2001	Airport	Linn County Airport	Modot - District 2	Brookfield, Mo	\$3,560,274	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2001	Hwy	Rails Co. Route U	Modot - District 3	New London, Mo	\$1,306,536	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623	
2001	Street	Park Ave. & Bueth Rd. Reconstruction	City Of Moberly, Mo	Moberly, Mo	\$1,226,574	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171	



**2018 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 05-18-18 dw

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	COMPLETION DATE
2001	Street	Sunflower Street Reconstruction	City Of Columbia, Mo	Columbia, Mo	\$944,087	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2001	Street/ Sewer	Cartwright Ave. - Street & Sanitary Sewer Extensions	City Of Grandview, Mo	Grandview, Mo	\$846,954	100%	LARRY FINLEY	1200 MAIN ST. GRANDVIEW, MO 64030	816-316-4800	816-763-3907	
2001	Airport	Columbia Regional Airport - Partial Rehab. Of Runway 2-20	City Of Columbia, Mo	Columbia, Mo	\$526,014	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132	
2001	Hwy	Carroll Co. Route Z	Modot - District 2	Carrollton, Mo	\$393,157	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2001	Hwy	Gentry Co.	Modot - District 1		\$213,841	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359	
2000	Hwy	Callaway Co. Route 54	Modot - District 5	Fulton, Mo	\$5,817,512	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2000	Hwy	Camden Co. Route 54	Modot - District 5		\$4,122,209	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059	
2000	Hwy	Howard Co. Route 240	Modot - District 2		\$4,099,135	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2000	Hwy	Pulaski Co. Route 28	Modot - District 9		\$3,294,358	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555	
2000	Hwy	Grundy Co.	Modot - District 2		\$2,471,792	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2000	Airport	Lee'S Summit Airport	City Of Lee'S Summit, Mo		\$1,496,102	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795	
2000	Hwy	Carroll Co. Route 65	Modot - District 2		\$1,434,038	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195	
2000	Airport	Jesse Viertel Mem. Airport	City Of Boonville, Mo	Boonville, Mo	\$1,409,994	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442	
2000	Water	Route Ac Water Line Relocation	City Of Columbia, Mo	Columbia, Mo	\$770,869	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875	
2000	Wwtp	Newtown Waste Water Treatment Facility	Boone County Regional Sewer Dist.	Columbia, Mo	\$507,583	100%	TOM RATERMANN	1314 N. 7TH ST. COLUMBIA, MO 65201	573-443-2774	573-499-0489	
1999	Street	Ward Road Reconstruction	City Of Lee'S Summit, Mo	Lee'S Summit, Mo	\$5,938,999	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795	





Department of Economic Development  
Division of Business and Community Services

MICHAEL L. PARSON  
Governor

ROBERT B. DIXON  
Director

SALLIE HEMENWAY  
Division Director

July 11, 2018

Lincoln Brown, *MPA*  
*Regional Planner & Grant Administrator*  
Mid-Missouri Regional Planning Commission  
206 E. Broadway  
PO Box 140  
Ashland, MO 65010

RE: CDBG Project 2017-PF-07 Boone Co/AOB Road Project

Dear Mr. Brown,

**Emery Sapp & Sons, Inc.**, the firm named as general contractor for the above referenced project, was checked against the Limited Denial of Participation List published by the U.S. Department of Housing and Urban Development and for exclusions and/or registration on [www.sam.gov](http://www.sam.gov). This name does not appear to have exclusions; therefore, we do not object to the use of this firm.

The contractor has a valid license to do business in the State of Missouri and is currently in **good standing status** with the Secretary of State's Office.

We have confirmed through a check of the U.S. Department of the Treasury's Listing of Approved Sureties, that **Liberty Mutual Insurance Company; Boston, MA** is currently licensed to operate in the State of Missouri.

All verification records are to be maintained in the appropriate project files for later review. **Submit the CDBG Start of Construction Notice to our office before construction actually begins.**

Please inform your general contractor that before a subcontractor(s) can step foot on the project site they must be checked by our office for a current certificate to do business in the state, are not on HUD's list of Limited Denial of Participation for contractors and registered with SAM.gov if their **contract is over \$25,000**. We will respond to you in writing when obligations are met.

Weekly certified payrolls must be submitted for each contractor and subcontractor working on this project. Each payroll must be checked for compliance with State and Federal wage laws prior to submitting them to DED for review. The grantee must maintain originally signed certified payrolls for this project for each contractor and subcontractor.

If you should have any questions, or if I may be of assistance, please do not hesitate to contact me at 573/526-1830 or email [ryan.reed@ded.mo.gov](mailto:ryan.reed@ded.mo.gov).

Sincerely,

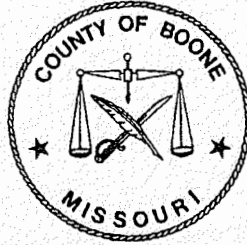
Ryan Reed  
Compliance Specialist  
Business and Community Services  
Missouri Department of Economic Development

C: CDBG Project file





5404B1S1007



## ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS

Project Number: N/A

**Bid Number: 32-28JUN18**

### CONSTRUCTION BID REQUEST

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

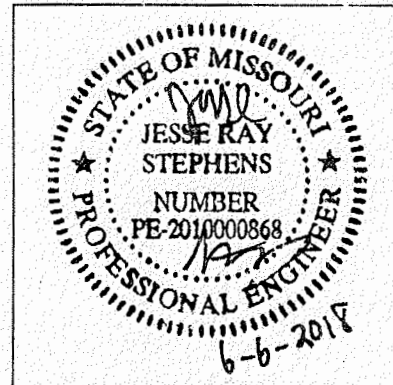
### BOONE COUNTY COMMISSION

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

### ENGINEER OF RECORD

### BOONE COUNTY RESOURCE MANAGEMENT

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



### \*PROJECT MANAGER

Jeff McCann, 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](mailto:jmccann@boonecountymo.org)

Jesse Ray Stephens, P.E.  
Professional Engineer  
MO Lic. # PE-2010000868

### 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](mailto:rwilson@boonecountymo.org)

Crockett Engineering Consultants, LLC  
MO Engineering Corp. # 2000151301  
1000 W. Nifong Blvd., Bldg. 1  
Columbia, Missouri 65203  
Phone: 573-447-0292  
Fax: N/A

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



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

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## NOTICE TO BIDDERS

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

**Project Name:**

ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS

**Project Number:**

N/A

**Bid Number:**

32-28JUN18

**Scope of Project Construction:**

Base Bid for this project involves grading and concrete pavement construction on a section of State Route Z, on the east-bound Interstate 70 off-ramp to State Route Z, and on a new section of Boone County road to be known as Enterprise Drive and waterline relocation. Other associated work includes precast concrete box culvert, storm sewer, storm inlets, guardrail, pavement marking, signage and restoration. Bid Alternate #1 involves additional waterline installation along Route Z and Enterprise Drive.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **June 14, 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 June 21, 2018.** **Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **12:45 p.m. on June 28, 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 June 28, 2018** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

30 Working Days for Base Bid only or 35 Working Days for Base Bid + Bid Alternate #1

**Liquidated Damages:**

\$10,000.00 per Calendar Day

**Anticipated Notice To Proceed Date:**

Contract approval by the County Commission is anticipated on or about July 19, 2018. Therefore, the anticipated Notice To Proceed Date would be on or about July 23, 2018. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of **\$75.00** 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 prevailing hourly rate of wages, as found in Appendix A of this Contract, shall be paid to all workers performing work under this Contract. Appendix A to this contract includes both the State and Federal prevailing wage rate schedules. Contractors and subcontractors are required to pay based on whichever prevailing wage rate (State or Federal) is higher. 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:

**MoDOT Standard Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2017 or Current Edition.

**MUTCD:**

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

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**BID FORM**  
**ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS**

Description	Qty.	Unit	Unit Price	Total
<b>BASE BID ITEMS</b>				
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
COMPACTION TESTING	1	LS	\$	\$
CONCRETE TESTING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
MOBILE MESSEGE BOARD (MMB)	4	EA	\$	\$
SWPPP COMPLIANCE	1	LS	\$	\$
EROSION CONTROL	1	LS	\$	\$
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
REMOVAL OF IMPROVEMENTS	1	LS	\$	\$
UNCLASSIFIED EXCAVATION	14200	CY	\$	\$
COMPACTED EMBANKMENT (MOISTURE AND DENSITY CONTROLLED)	14200	CY	\$	\$
COMPACTING IN CUT	1	LS	\$	\$
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	80	CY	\$	\$
4" AGGREGATE BASE (MODOT TYPE 5)	1660	SY	\$	\$
6" AGGREGATE BASE (MODOT TYPE 5)	10035	SY	\$	\$
8" AGGREGATE BASE SHOULDER (MODOT TYPE 5)	483	SY	\$	\$
TEMPORARY TURNAROUND	592	SY	\$	\$
6" MODOT CONCRETE DRIVEWAY (4,000 PSI)	183	SY	\$	\$
8" MODOT CONCRETE PAVEMENT (4,000 PSI, 15' JOINTS)	1253	SY	\$	\$
10" MODOT CONCRETE PAVEMENT (4,000 PSI, 15' JOINTS)	9457	SY	\$	\$
MGS GUARDRAIL	322	LF	\$	\$
CRASHWORTHY END TERMAINAL (MASH)	3	EA	\$	\$
TYPE D CONCRETE TRAFFIC BARRIER (RETAINING WALL)	90	LF	\$	\$
TYPE 2 ROCK DITCH LINER (1.5' THICK) OVER GEOTEXTILE FABRIC	483	SY	\$	\$

**BID FORM**  
**ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS**

15" RCP STORM (CLASS III)	156	LF	\$	\$
24" RCP STORM (CLASS III)	288	LF	\$	\$
36" RCP STORM (CLASS III)	498	LF	\$	\$
15" RCP FLARED END SECTION (CLASS III)	4	EA	\$	\$
24" RCP FLARED END SECTION (CLASS III)	2	EA	\$	\$
36" RCP FLARED END SECTION (CLASS III)	1	EA	\$	\$
6'x4' TYPE M INLET	5	EA	\$	\$
6'x5' TYPE M INLET	1	EA	\$	\$
6'x4' SIDE OPENING INLET	1	EA	\$	\$
8'Wx4'H PRECAST REINF. CONCRETE BOX CULVERT BARREL SECTIONS	102	LF	\$	\$
6' LONGx8'Wx4'H PRECAST REINF. CONC. BOX CULVERT BEVELED ENDS	2	EA	\$	\$
4" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	6990	LF	\$	\$
6" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	460	LF	\$	\$
24" WATERBORNE PAVEMENT MARKING PAINT WITH TYPE P BEADS	180	LF	\$	\$
PAVEMENT MARKING PAINT - LEFT/RIGHT ARROWS	16	EA	\$	\$
PAVEMENT MARKING PAINT - YIELD BAR TRIANGLES	54	LF	\$	\$
PERMANENT ROADWAY SIGNAGE WITH POSTS	1	LS	\$	\$
REINSTALL SALVAGED ROAD SIGNS	1	LS	\$	\$
4" SDR 21 WATERLINE	56	LF	\$	\$
8" YELLOWMINE WATERLINE	220	LF	\$	\$
12" YELLOWMINE WATERLINE	103	LF	\$	\$
12"x12"x12" MJ TEE (TIE INTO EXISTING 12" WATERLINE)	1	EA	\$	\$
12"x12"x6" MJ TEE (AT HYDRANT)	1	EA	\$	\$
12"x8" MJ CROSS	1	EA	\$	\$
4" MJ BENDS	2	EA	\$	\$
12" MJ BENDS	2	EA	\$	\$
8"x4" MJ REDUCER	2	EA	\$	\$
8" GATE VALVE	2	EA	\$	\$
12" GATE VALVE	3	EA	\$	\$

**BID FORM**  
**ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENTS**

16" STEEL CASING (OPEN CUT)	160	LF	\$	\$
20" STEEL CASING (OPEN CUT)	80	LF	\$	\$
FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE AND 90 DEG. MJ BEND	1	EA	\$	\$
CONCRETE THRUST WALL	1	EA	\$	\$
<b>BASE BID TOTAL</b>				<b>\$</b>
<b>BID ALTERNATE # 1 BID ITEMS</b>				
8" SDR 21 WATERLINE	540	LF	\$	\$
12" SDR 21 WATERLINE	780	LF	\$	\$
12" YELLOWMINE WATERLINE	160	LF	\$	\$
20" STEEL CASING (OPEN CUT)	160	LF	\$	\$
12" MJ BENDS	2	EA	\$	\$
8"x8"x6" MJ TEE (AT HYDRANT)	1	EA	\$	\$
12"x12"x6" MJ TEE (AT HYDRANT)	3	EA	\$	\$
12"x12"x8" MJ TEE	1	EA	\$	\$
4"x8" REDUCER	1	EA	\$	\$
8" GATE VALVE	1	EA	\$	\$
12" GATE VALVE	1	EA	\$	\$
FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE AND 90 DEG. MJ BEND	4	EA	\$	\$
CONCRETE THRUST WALL	1	EA	\$	\$
2" BLOW-OFF ASSEMBLY	1	EA	\$	\$
<b>BID ALTERNATE #1 TOTAL</b>				<b>\$</b>
<b>BASE BID + BID ALTERNATE # 1 TOTAL</b>				<b>\$</b>

**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

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COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_

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

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

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## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment,
9. Certification of Bidder Regarding Equal Employment Opportunity,
10. Certificate of Contemplated Minority, Women, and Section 3 Business Utilization,
11. Certification of Proposed Subcontractor Regarding Equal Employment Opportunity,
12. Certification Regarding Government-Wide Restriction on Lobbying.

# 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 **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.

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Name and Title of Authorized Representative

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Signature

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Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

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

- \_\_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- \_\_\_\_\_2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- \_\_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

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

My Commission Expires:

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## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

\* Attach additional sheets as necessary \*

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# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

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

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

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

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## SIGNATURE AND IDENTITY OF BIDDER

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

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

Name of individual, all partners,  
or joint venturers:

Address of each:


doing business under the name of:

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

\_\_\_\_\_  
Address of principal place of  
business in Missouri

\_\_\_\_\_  
(If a corporation - show its name above)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

**ATTEST:**

\_\_\_\_\_  
(Signature)

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Print Name and Title)

**NOTE:**

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

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

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

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## BIDDER'S ACKNOWLEDGMENT

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

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

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

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

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

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

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

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

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

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

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

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

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## INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

**Certificate Holder address:**

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



## CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SALES/USE TAX EXEMPTION

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

## **WARRANTY AND GUARANTEE**

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

### **Correction or Removal of Defective Work**

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

### **One Year Correction Period**

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

## 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. Certification of Bidder Regarding Equal Employment Opportunity,
20. Certificate of Contemplated Minority, Women, and Section 3 Business Utilization,
21. Certification of Proposed Subcontractor Regarding Equal Employment Opportunity,
22. Certification Regarding Government-Wide Restriction on Lobbying,
23. General Specifications,
24. Technical Specifications,
25. Special Provisions,
26. State Prevailing Wage Rates,
27. Boone County Standard Terms and Conditions
28. Notice to Proceed,
29. MoDOT Standard Specifications, and
30. 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 **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.

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 State and Federal prevailing wage rate determinations found in Appendix A of this Contract. Contractors and subcontractors will be required to pay whichever rate (State or Federal) is higher. 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)

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

\_\_\_\_\_  
Secretary

Approved as to Legal Form:

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

**Certification**

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

\_\_\_\_\_  
Auditor

## SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

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

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

(SEAL)

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

(Attorney-in-Fact)

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

(Missouri Representative)

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

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

**SAMPLE LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, and U.S. Department of Housing and Urban Development Handbook 1344.1 pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with State Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, or Federal General Decision Number: MO18001 issued 05/25/2018 in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

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

County Bid Number \_\_\_\_\_

Vendor Job Number \_\_\_\_\_

Job Location \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_

To the Boone County \_\_\_\_\_ Department  
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

\_\_\_\_\_  
Contractor

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

County of \_\_\_\_\_ ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_

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

(SEAL)

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

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## GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **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.

### 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 and federal 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 Prevailing Wage Rate Determination and Federal Prevailing Wage Rate Decision.

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.

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# TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **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.

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## SECTION 01010 – SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 PROJECT SCOPE

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

#### 1.2 RELATED DOCUMENTS

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

#### 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. Forty-eight 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.

#### **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. Traffic Control/Phasing Plan: Shop Plans;
  - 2. Erosion Control Fabric: Catalog, Material List, and Certification;
  - 3. Topsoil: Letter stating location of topsoil source;
  - 4. Lime, Fertilizer, Seed and Mulch: Certification;
  - 5. Aggregate: Certification;
  - 6. Rip Rap: Certification;
  - 7. Pipe Material: Certification;
  - 8. Prime/Tack Coats: Certification;
  - 9. Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
  - 10. Portland Cement Concrete: Certification;

11. Steel Reinforcement: Certification;
12. Pavement Marking Items: Certification;
13. Roadway Signage Items: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Submittal and Certifications required by MODOT Standard Specifications;
17. All submittal items listed in the Special Provisions.

**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 **MODOT Section 106**.

#### 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**

## 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.

#### **3.1 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.

#### **3.2 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.

### 3.3 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.

### 3.4 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 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

Contractor may request Engineer approval of alternate aggregate gradation based on availability or site conditions at no additional cost. Unsuitable Pipe/Culvert Foundation Material shall be paid for at the unit bid price per cubic yard based on field measurements by the Engineer. If Unsuitable Pipe/Culvert Foundation Material is not required, no payment will be made for the bid item.

17. **AGGREGATE BASE:** In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
  - a. **Section 304, Aggregate Base Course**  
Compaction of the aggregate base will be checked prior to paving with a fully loaded tandem axle dump truck driven over the subgrade. If the aggregate base deflects, the subgrade will not pass the inspection. No final measurement of Aggregate Base will be made. Plan quantity will be used as the basis of compensation unless errors are found in the original quantity or an authorized change is made to the typical section or grade. Payment for Aggregate Base will be included in the contract Square Yard price for the thickness and type of Aggregate Base listed on the Bid Form.
18. **TEMPORARY TURNAROUND:** This item will be paid for at the Lump Sum bid price and shall include all items indicated on the temporary turnaround Section A-A detail on Plan Sheet CE12.
19. **MODOT CONCRETE PAVEMENT:** In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
  - a. **Section 413.80, Portland Cement Concrete Pavement Crack Filling**
  - b. **Section 501, Concrete**
  - c. **Section 502, Portland Cement Concrete Base and Pavement**All concrete pavement shall have a 4,000 psi minimum compressive strength at 28 days. All main-line paving shall be done with a slip-form paving machine. Integral curb shall be incidental to the concrete pavement bid items. 8" and 10" thick pavement shall have dowel bar reinforced, transverse contraction joints at 15' maximum spacing. No high/early concrete will be allowed unless approved by Boone County. No final measurement of Concrete Pavement will be made. Plan quantity will be used as the basis of compensation unless errors are found in the original quantity or an authorized change is made to the typical section or grade. Payment for Concrete Pavement will be included in the contract Square Yard price for the thickness of Concrete Pavement listed on the Bid Form.
20. **MGS GUARDRAIL AND CRASHWORTHY END TERMINAL (MASH):** In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
  - b. **Section 606.10, Guardrails**
  - c. **Section 606.30, Crashworthy End Terminals**Payment for all MGS Guardrail and Crashworthy End Terminal shall be included in the contract Linear Foot and Each price, respectively, listed on the Bid Form.
21. **TYPE D CONCRETE TRAFFIC BARRIER (RETAINING WALL):** In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
  - a. **Section 617.10, Permanent Concrete Traffic Barriers**
  - b. **Section 617.30, Concrete Traffic Barrier Delineators**Payment for Type D Concrete Traffic Barrier (Retaining Wall) shall be included in the contract Linear Foot price listed on the Bid Form.
22. **ROCK DITCH LINER OVER GEOTEXTILE FABRIC:** In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
  - a. **Section 609.60, Rock Ditch Liners**All ditch liners and rip-rap shown on Plans shall be Type 2. Geotextile fabric required under the rock ditch liner shall be Propex GEOTEX 801 or approved equal. Payment for furnishing and placing the geotextile fabric and the specified thickness and rock type shall be included in the contract Square Yard price listed on the Bid Form.

23. PAVEMENT MARKING PAINT: In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
- a. 620.20, Permanent Pavement Markings
  - b. 620.50, Pavement Marking Removals
- Payment for all Pavement Marking Paint related items shall be included in the contract Linear Foot or Each price listed on the Bid Form.
24. STORM PIPE: In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
- a. 726, Rigid Pipe Culverts
  - b. 732, Flared End Sections
- Class III shall be used for all RCP Storm pipes and RCP Flared End Sections. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. Costs for excavation, bedding and backfill are considered incidental. Payment for specified sizes of RCP Storm pipe and RCP Flared End Section shall be included in the contract Linear Foot or Each price, respectively, listed on the Bid Form.
25. STORM INLETS: In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
- a. 731, Precast Reinforced Concrete Manholes and Drop Inlets
- Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. Costs for excavation, bedding and backfill are considered incidental. Payment for specified sizes and types of Inlets shall be included in the contract Each price listed on the Bid Form.
26. PRECAST REINF. CONCRETE BOX CULVERT AND PRECAST REINF. CONCRETE BOX CULVERT BEVELED ENDS: In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
- a. 733, Precast Concrete Box Culverts
- Notes on Plan Sheet CE20 require the contractor to furnish design and shop drawing preparation by a Professional Engineer licensed in the State of Missouri for these items. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. Payment for the specified sizes of Precast Reinf. Concrete Box Culvert and Precast Reinf. Concrete Box Culvert Beveled Ends shall be included in the contract Linear Foot or Each price, respectively, listed on the Bid Form.
27. PERMANENT ROADWAY SIGNAGE: In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
- a. 903, Highway Signing
- Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. Payment for all specified permanent roadway signs, posts, hardware, and installation shall be included in the contract Lump Sum price listed on the Bid Form.
28. REINSTALL SALVAGED ROAD SIGNS: In addition to the Plans, the contractor shall examine and comply with the following MODOT specifications and any other applicable MODOT specification not listed:
- a. 903, Highway Signing
- Salvaged road signs to be relocated and reinstalled are shown on Plan Sheet CE15. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. Payment to Reinstall Roadway Signs shall include all posts, hardware, and installation costs in the contract Lump Sum price listed on the Bid Form.

29. **WATERLINE ITEMS:** All waterline related items included on Plan Sheets WL1-WL3 and on the Bid Form for this project shall be constructed in accordance with the Public Water Supply District #9 Specifications for Water Main Construction found in Appendix G of these specifications. Contractor shall coordinate required inspections for waterline items with PWSD #9 representative. Payment for all waterline related items will be included in the contract Linear Foot or Each price listed on the Bid Form.

30. **TRAFFIC CONTROL SPECIAL PROVISIONS**

a. **Route Z Closure Liquidated Damages Specified**

**1.0 Description.** If the northbound and southbound lanes of Route Z are not complete and open to traffic within **30 consecutive calendar days** after the road closure begins, the Highway Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with **liquidated damages** specified in the amount of **\$10,000 per calendar day for each full calendar day** that Route Z is not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

1.1 The said liquidated damages specified will be assessed regardless of whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction.

b. **Work Zone Traffic Management**

**1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the MoDOT Standard Specifications, and specifically as follows.

**1.1 Maintaining Work Zones and Work Zone Reviews.** The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

**1.2 Work Zone Conflict Resolution.** Any conflict resolution shall be in accordance with Sec 616.4. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

**2.0 Traffic Management Schedule.**

**2.1** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

**2.2** The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.

**2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

**2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

**2.5.1 Traffic Safety.**

**2.5.1.1** Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.1.2** When a traffic queue extends to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

**3.0 Work Hour Restrictions.**

**3.1** There are six major holiday periods shown below. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday unless approved by the Engineer.

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas
- New Year's Day

**3.2** The contractor shall not perform any construction operation on the roadway during restricted periods, holiday periods or other special events specified in the contract documents.

**3.3** The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with **liquidated damages** specified in the amount of **\$500 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

**3.5.1** The said **liquidated damages** specified in 3.3 above will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

#### **4.0 Detours and Lane Closures.**

**4.1** When a changeable message sign (CMS) is provided as a bid item, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays two weeks before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

**5.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.



## APPENDIX A

### STATE AND FEDERAL 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 Missouri Department of Labor and Industrial Relations and the U.S. Department of Labor. The Contractor and all Subcontractors must review both the state and federal wage rates and pay whichever rate is higher.

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 and the U.S. Department of Housing and Urban Development Handbook 1344.1.

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 state and federal wage determinations and the rules 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 and the federal prevailing wage laws as specified under the Davis-Bacon Act.

**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 state prevailing wage rate determination made by the Industrial Commission of Missouri and the federal prevailing wage rate decision are reproduced verbatim and are applicable to this Contract.

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# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 25

Section 010

**BOONE COUNTY**

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

Original Signed by \_\_\_\_\_

Matt Cowell, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker			\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)			\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction)\Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier			\$27.32	122	76	\$12.08
Ironworker			\$29.49	11	8	\$25.96
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.22	60	15	\$16.85
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright			\$26.34	60	15	\$16.85
Operating Engineer						
Group I			\$29.06	86	66	\$26.00
Group II			\$29.06	86	66	\$26.00
Group III			\$27.81	86	66	\$26.00
Group III-A			\$29.06	86	66	\$26.00
Group IV			\$26.83	86	66	\$26.00
Group V			\$29.76	86	66	\$26.00
Painter			\$23.69	18	7	\$12.08
Pile Driver			\$26.34	60	15	\$16.85
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

Building Construction Rates for  
BOONE County Footnotes

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$39.25, Fringes - \$27.18  
All work under \$7 Mil. Total Mech. Contract - \$37.91, Fringes - \$21.69
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

## BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**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.



**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

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

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

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

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$28.56	2	4	\$13.52
Skilled Laborer		\$28.56	2	4	\$13.52
Millwright		\$31.02	23	16	\$16.85
Operating Engineer					
Group I		\$28.14	21	5	\$25.89
Group II		\$27.79	21	5	\$25.89
Group III		\$27.59	21	5	\$25.89
Group IV		\$23.94	21	5	\$25.89
Oiler-Driver		\$23.94	21	5	\$25.89
Pile Driver		\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.87	25	21	\$12.85
Group II		\$30.03	25	21	\$12.85
Group III		\$30.02	25	21	\$12.85
Group IV		\$30.14	25	21	\$12.85

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

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

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

**BOONE COUNTY  
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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



**BOONE COUNTY  
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

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

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

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

## BOONE COUNTY HEAVY CONSTRUCTION - HOLIDAY SCHEDULE

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

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

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

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

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

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

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





Eric R. Greltens  
Governor

Department of Economic Development

Robert B. Dixon  
Director

June 7, 2018

Lincoln Brown  
Grant Administrator  
Mid-Missouri RPC  
PO Box 140  
Ashland, MO 65010

RE: CDBG Project 2016-ED-04 Boone Co & AOB Industrial Infrastructure

Dear Mr. Brown,

This letter is to confirm our answer to the inquiry regarding the current applicable Federal Heavy Wage Decision for the above referenced project. General Wage Decision MO 180001 modification number 7 issued 05/25/2018 emailed to you today June 7, 2018 is the decision to use in all applicable documents regarding the above referenced project.

**You must check with us 10 days prior to the opening of bids to determine if a new modification has been issued.** The contract award should be done within 90 days of the bid opening in order for any updated general wage determination to remain effective.

Prior to the start of construction, a preconstruction conference needs to be held. In this meeting, all parties involved must be informed of their responsibilities and obligations relating to labor standards requirements. **A report or copy of the meeting minutes should be retained in your files for later monitoring.**

In addition, the contractor's company information must be submitted to CDBG. We will check for a current certificate to do business in the State of Missouri issued by Secretary of State Office. The contractor will also be checked to make sure they are not on HUD's list of Limited Denial of Participation, registered on SAM.gov, if the **contract is over \$25,000**, and that the bonding company being used by the general contractor is on the Department of Treasury's listing of approved Sureties for Missouri. We will respond to you in writing when obligations have been met.

Please inform your general contractor that before a subcontractor(s) can step foot on the project site they must be checked by our office for an active certificate to do business in the State Of Missouri, are not on HUD's list of Limited Denial of Participation for contractors and registered with SAM.gov if their **contract is over \$25,000**. Again, we will respond to you in writing when obligations are met.

Both the general contractor and subcontractors are required to submit weekly payrolls. The grantee must keep **original signed** certified payrolls for their records.

Please obtain the prevailing wage and equal opportunity posters that must be displayed in a conspicuous place and readily accessible to the employee's from Administrative Manual or our web site. Please display the posters along with a copy of the applicable wage decision.



Eric R. Greitens  
Governor

Department of Economic Development

Robert B. Dixon  
Director

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It is imperative that the Notice of Start of Construction is sent to DED within 10 days after award of contract (you will find this in the Labor Standards chapter of the administrative manual).

Please make sure that you have the correct State wage rate from the Department of Labor Standards. The State Decision that is in place at the time of the bid call date (date of the first advertisement for bids) is the State rate that will be applicable to this project.

If you have any questions, please do not hesitate to contact me at (573) 526-1830 or email me at [ryan.reed@ded.mo.gov](mailto:ryan.reed@ded.mo.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "Ryan Reed".

Ryan Reed  
Compliance Specialist  
Business and Community Services  
Missouri Department of Economic Development

C: Boone CO/AOB CDBG project file

General Decision Number: MO180001 05/25/2018 MO1

Superseded General Decision Number: MO20170001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	02/02/2018
2	02/23/2018
3	03/16/2018
4	04/06/2018
5	05/04/2018
6	05/18/2018
7	05/25/2018

CARP0002-002 05/01/2017

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 36.51	16.75

CARP0005-006 05/03/2015

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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Carpenters:

CARPENTERS & LATHERS.....	\$ 36.34	15.55
MILLWRIGHTS & PILEDRIVERS...	\$ 36.34	15.55

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 CARP0011-001 05/01/2017

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 31.02	16.75
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 29.56	16.75
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES..	\$ 31.03	16.75
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES..	\$ 29.18	16.75
BENTON, MORGAN AND PETTIS...	\$ 29.61	16.75
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 30.88	16.75
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 30.27	16.75
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 29.88	16.75
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 30.87	16.75
FRANKLIN COUNTY.....	\$ 34.16	16.75
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 36.51	16.75
LINCOLN COUNTY.....	\$ 32.66	16.75
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 31.63	16.75

WARREN COUNTY.....\$ 33.08 16.75

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ELEC0001-002 06/04/2017

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,  
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,  
PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,  
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,  
WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....	\$ 36.92	25.22

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ELEC0002-001 01/01/2017

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,  
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,  
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,  
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,  
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,  
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,  
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,  
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND  
WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 37.48	18.98
Groundman & Truck Driver....	\$ 28.86	15.87
Lineman & Cable Splicer.....	\$ 43.50	21.14

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ELEC0053-004 01/01/2018

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman.....	\$ 30.57	14.61
Groundman.....	\$ 28.53	14.02
Lineman Operator.....	\$ 40.91	17.61
Lineman.....	\$ 44.26	18.59

Line Construction; (BATES,  
BENTON, CARROLL, CASS, CLAY,  
HENRY, JACKSON, JOHNSON,  
LAFAYETTE, PETTIS, PLATTE,  
RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 30.57	14.61
Groundman.....	\$ 28.53	14.02
Lineman Operator.....	\$ 40.91	17.61
Lineman.....	\$ 44.26	18.59

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ELEC0095-001 06/01/2017

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON,  
ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 26.79	13.86

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ELEC0124-007 08/28/2017

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,  
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE  
COUNTIES:

	Rates	Fringes
Electricians.....	\$ 38.35	22.01

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ELEC0257-003 03/01/2018

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,  
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,  
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 32.50	17.53

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ELEC0350-002 12/01/2016

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,  
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,  
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....	\$ 30.57	5.93+35%

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\* ELEC0453-001 09/01/2017

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES..\$	26.15	14.56
PULASKI and TEXAS COUNTIES..\$	30.80	15.03
STONE and TANEY COUNTIES....\$	21.94	13.75

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ELEC0545-003 06/01/2017

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,  
GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,  
AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....\$	31.00	15.60

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ELEC0702-004 01/01/2018

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,  
MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE  
COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....\$	28.47	13.99
Groundman-Equipment Operator Class II (all other equipment).....\$	36.08	16.21
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...\$	41.14	17.67
Lineman.....\$	50.11	20.27

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ENGI0101-001 05/01/2016

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,  
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,  
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,  
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH  
COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....\$	33.38	15.92
GROUP 2.....\$	32.98	15.92

GROUP 3.....\$ 30.98

15.92

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;  
(b) Oiler driver  
(c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or



piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .75) ABOVE  
GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom  
or over (including jib.)

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ENGI0101-005 04/01/2018

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.22	17.99
GROUP 2.....	\$ 35.18	17.99
GROUP 3.....	\$ 30.71	17.99
GROUP 4.....	\$ 34.06	17.99

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard gauge); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance

operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

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 ENGI0101-022 05/01/2016

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 30.82	13.30
GROUP 2.....	\$ 29.88	13.30
GROUP 3.....	\$ 30.27	13.30
GROUP 4.....	\$ 28.22	13.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop

operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; roter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$ .25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$ .50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$ .75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

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ENGI0513-004 05/01/2017

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

Rates

Fringes

Power equipment operators:

GROUP 1.....	\$ 32.66	25.95
GROUP 2.....	\$ 32.66	25.95
GROUP 3.....	\$ 31.36	25.95
GROUP 4.....	\$ 30.91	25.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman

(as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;  
Crane, climbing (such as Linden) - \$.50;  
Crane, Pile Driving and Extracting - \$ .50  
Crane with boom (including job) over  
100 ft from pin to pin - add \$.01 per foot  
to maximum of \$4.00);  
Crane, using rock socket tool - \$ .50;  
Derrick, diesel, gas or electric hoisting material  
and erecting steel (150 ft or more above ground) - \$ .50;  
Dragline, 7 cu yds and over - \$ .50;  
Hoist, Three or more drums in use - \$ .50;  
Scoop, Tandem - \$.50;  
Shovel, Power - 7 cu yds and over - \$ .50;  
Tractor, Tandem Crawler - \$ .50;  
Tunnel, man assigned to work in tunnel or  
tunnel shaft - \$ .50;  
Wrecking, when machines are working on  
second floor or higher - \$ .50

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ENGI0513-006 05/01/2017

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE  
GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN,  
GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES,  
MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY,  
MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS,  
PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST.  
FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON,  
SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

Rates

Fringes

Power equipment operators:

GROUP 1.....	\$ 28.14	25.89
GROUP 2.....	\$ 27.79	25.89
GROUP 3.....	\$ 27.59	25.89
GROUP 4.....	\$ 23.94	25.89

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

- Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00
- Certified Crane Operator - \$1.50;
- Certified Hazardous Material Operator \$1.50;
- Crane, climbing (such as Linden) - \$0.50;
- Crane, pile driving and extracting - \$0.50;
- Crane, with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00;
- Crane, using rock socket tool - \$0.50;
- Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - \$0.50;
- Dragline, 7 cu. yds, and over - \$0.50;
- Hoist, three or more drums in use - \$0.50; Scoop, Tandem - \$0.50;
- Shovel, power - 7 cu. yds. or more - \$0.50;
- Tractor, tandem crawler - \$0.50;
- Tunnel, man assigned to work in tunnel or tunnel shaft - \$0.50;
- Wrecking, when machine is working on second floor or higher - \$0.50;

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 ENGI0513-007 05/02/2017

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.66	25.95
GROUP 2.....	\$ 32.66	25.95
GROUP 3.....	\$ 31.36	25.95
GROUP 4.....	\$ 30.91	25.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atehy force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled),

concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00



Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

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IRON0010-012 04/01/2017

	Rates	Fringes
Ironworkers:		
ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties.....	\$ 29.65	28.85
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES....	\$ 32.65	28.85

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IRON0321-002 08/01/2012

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 18.40	14.68

-----  
IRON0396-004 08/02/2017

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,  
FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.  
GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,

PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 33.96	25.11

-----  
IRON0396-009 08/02/2017

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL, LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 29.49	25.11

-----  
IRON0577-005 08/01/2016

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker.....	\$ 25.81	21.29

-----  
IRON0584-004 06/01/2017

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:.....	\$ 24.00	14.81

-----  
IRON0782-003 05/01/2016

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 31.63	24.27
All Other Work.....	\$ 25.12	19.90

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\* LABO0042-003 03/07/2018

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 32.32	15.50

LABO0042-005 03/07/2018

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 32.32	15.32
Laborers, Flaggers.....	\$ 32.32	15.32
Wrecking.....	\$ 32.32	15.32

LABO0424-002 05/01/2016

	Rates	Fringes
LABORER		
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		
GROUP 1.....	\$ 27.96	13.17
GROUP 2.....	\$ 27.96	13.17
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, MARIES, MISSISSIPPI, NEW MADRID, OREGON, OSAGE, PEMISCOT, PHELPS, PULASKI, RIPLEY, SCOTT, SHANNON, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES		
GROUP 1.....	\$ 27.96	13.17
GROUP 2.....	\$ 27.96	13.17
FRANKLIN COUNTY		
GROUP 1.....	\$ 29.71	13.17
GROUP 2.....	\$ 30.31	13.17
JEFFERSON COUNTY		
GROUP 1.....	\$ 29.76	13.17
GROUP 2.....	\$ 30.36	13.17
LINCOLN, MONTGOMERY AND WARREN COUNTIES		
GROUP 1.....	\$ 31.18	13.32
GROUP 2.....	\$ 31.18	13.32

ST.CHARLES COUNTY

GROUP 1.....	\$ 3.18	13.32
GROUP 2.....	\$ 31.18	13.32

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LAB00579-005 05/01/2018

Rates

Fringes

LABORER (ANDREW, ATCHISON,  
 BUCHANAN, CALDWELL, CLINTON,  
 DAVIESS, DEKALB, GENTRY,  
 GRUNDY, HARRISON, HOLT,  
 LIVINGSTON, MERCER, NODAWAY  
 and WORTH COUNTIES.)

GROUP 1.....	\$ 26.16	14.47
GROUP 2.....	\$ 26.51	14.47

LABORER (BARRY, BARTON,  
 BATES, BENTON, CAMDEN,  
 CARROLL, CEDAR, CHRISTIAN,  
 DADE, DALLAS, DOUGLAS,  
 GREENE, HENRY. HICKORY,  
 JASPER, JOHNSON, LACLEDE,  
 LAWRENCE, MCDONALD, MORGAN,  
 NEWTON, OZARK, PETTIS, POLK,  
 ST. CLAIR, SALINE, STONE,  
 TANEY, VERNON, WEBSTER and  
 WRIGHT COUNTIES)

GROUP 1.....	\$ 25.16	13.67
GROUP 2.....	\$ 25.71	13.67

LABORER (LAFAYETTE COUNTY)

GROUP 1.....	\$ 26.71	13.92
GROUP 2.....	\$ 27.06	13.92

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

AND WAYNE COUNTIES)

GROUP 1.....	\$ 29.14	12.85
GROUP 2.....	\$ 29.04	12.85
GROUP 3.....	\$ 29.29	12.85
GROUP 4.....	\$ 29.41	12.85

Truck drivers (FRANKLIN,  
JEFFERSON and ST. CHARLES  
COUNTIES)

GROUP 1.....	\$ 31.63	12.00
GROUP 2.....	\$ 31.74	12.00
GROUP 3.....	\$ 31.74	12.00
GROUP 4.....	\$ 31.85	12.00

Truck drivers (LINCOLN and  
WARREN COUNTIES)

GROUP 1.....	\$ 30.28	12.00
GROUP 2.....	\$ 30.39	12.00
GROUP 3.....	\$ 31.43	12.00
GROUP 4.....	\$ 30.50	12.00

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;  
Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,  
Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump  
Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem  
Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel  
Trucks; Distributor Drivers and Operators; Tank Wagon,  
Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,  
Speedace, Euclids and other similar equipment; A-Frame and  
Derrick Trucks; Float or Low Boy

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TEAM0056-001 05/01/2017

Rates Fringes

Truck drivers (ANDREW,  
BARTON, BATES, BENTON,  
CALDWELL, CAMDEN, CARROLL,  
CEDAR, CHARITON, CHRISTIAN,  
CLINTON, COOPER, DADE,  
DALLAS, DAVIESS, DEKALB,  
DOUGLAS, GREENE, HENRY,  
HICKORY, HOWARD, JASPER,  
LACLEDE, LAWRENCE, LINN,  
LIVINGSTON, MONITEAU, MORGAN,  
NEWTON, PETTIS, POLK,  
RANDOLPH, ST. CLAIR, SALINE,  
VERNON, WEBSTER AND WRIGHT  
COUNTIES)

GROUP 1.....	\$ 29.57	12.85
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GROUP 2.....	\$ 29.73	12.85
GROUP 3.....	\$ 29.72	12.85
GROUP 4.....	\$ 29.84	12.85
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....	\$ 28.84	12.85
GROUP 2.....	\$ 29.00	12.85
GROUP 3.....	\$ 28.99	12.85
GROUP 4.....	\$ 29.11	12.85
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 30.78	12.85
GROUP 2.....	\$ 30.89	12.85
GROUP 3.....	\$ 30.93	12.85
GROUP 4.....	\$ 31.00	12.85

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

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TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS,  
GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD,  
MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE,  
TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service		
Driver.....	\$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th,  
Labor Day, Thanksgiving Day, Christmas Day, employee's  
birthday and 2 personal days.

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TEAM0541-001 04/01/2018

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 32.66	15.25
GROUP 2.....	\$ 32.09	15.25
GROUP 3.....	\$ 31.57	15.25

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace; Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

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TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.30	13.79+a+b+c+d
GROUP 2.....	\$ 33.50	13.79+a+b+c+d
GROUP 3.....	\$ 33.60	13.79+a+b+c+d

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors



GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

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

## **APPENDIX C**

### **PROJECT PLANS AND/OR DETAILS**

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

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# APPENDIX D

## Community Development Block Grant Requirements

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MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**MISSOURI PUBLIC WORKS PROJECTS  
CONTRACTOR CHECK-OFF LIST**

The Division of Labor Standards (DLS) is providing this check-off list to assist contractors in being compliant with Missouri's labor laws applicable to public construction projects. The Prevailing Wage Law requires that not less than the locally prevailing wages be paid to workers on every construction project in the state that is for the public use or benefit or that uses public funds. Failure to comply with the Prevailing Wage Law may constitute a misdemeanor for the employer and for the public official that does not fulfill the responsibilities it imposes. The Construction Safety Training Act mandates that all employees working on the site of public works construction projects must have received safety training.

**I  
Before Contract Is Let**

- The wage order provided by DLS must be made a part of the specifications for the work to be performed under the contract (Section 290.250 and 290.325, RSMo).

**II  
While Contract Is Being Performed**

- All workers performing work under a public construction contract **must be paid not less than the prevailing hourly rate of wages** (as set out in the wage order attached to and made part of the specification for work under the contract). (Section 290.250, RSMo).

The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (Section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.

- The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so.

The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo).

- A legible list of all prevailing wage rates **must remain** posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265, RSMo).
- The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of DLS at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made (Section 290.290, RSMo). DLS provides a Contractor Payroll Records form (LS-57) for contractors and subcontractors to use to assure provision of the payroll information required (8 CSR 30-3.010[7]).

### III Before Contract Is Fully Paid

- Before final payment can be made, the general contractor and all subcontractors **must** file an **Affidavit of Compliance** (PW-4) with the contracting public body. The affidavit must affirm under oath that the party has fully complied with Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section 290.290 and 290.325, RSMo).
- It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of any such subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made to him, the contractor may recover from the subcontractor the amount of the penalty in a suit at law (Section 290.250.1, RSMo).

Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500 and up to six months imprisonment for **each day** there is a violation.

The Division of Labor Standards is available to answer questions and provide assistance with prevailing wage project compliance. Contact us anytime at:

Missouri Department of Labor and Industrial Relations  
Division of Labor Standards  
Prevailing Wage Section  
P.O. Box 449  
Jefferson City, MO 65102-0449  
Phone: 573-751-3403  
Fax: 573-751-3721

E-mail: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)

Website: <http://www.labor.mo.gov/DLS/prevailingwage/>

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.*

**CERTIFICATION OF BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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**INSTRUCTIONS**

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This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

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**CERTIFICATION BY BIDDER**

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NAME AND ADDRESS OF BIDDER (Include ZIP Code):

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1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
 YES       NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 YES       NO
3. Bidder has filed all compliance reports due under applicable instructions.  
 YES       NO
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 YES       NO

---

NAME AND TITLE OF SIGNER (Please type):

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SIGNATURE

DATE

## CERTIFICATE OF CONTEMPLATED MINORITY, WOMEN, AND SECTION 3 BUSINESS UTILIZATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

### Section 3 Status

I am the (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid; and whose business concern is:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full-time employees, at least 30 percent of whom are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- None of the above; no Section 3 preference claimed.

### Subcontractors

- I will be utilizing subcontractors or suppliers.
- I will *not* be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary.

Subcontractor \_\_\_\_\_ MBE  WBE  Section 3

Address \_\_\_\_\_ Bid Amount \_\_\_\_\_

Trade or Supplier \_\_\_\_\_

Bid Accepted: Yes  No  If No, explain \_\_\_\_\_

Subcontractor \_\_\_\_\_ MBE  WBE  Section 3

Address \_\_\_\_\_ Bid Amount \_\_\_\_\_

Trade or Supplier \_\_\_\_\_

Bid Accepted: Yes  No  If No, explain \_\_\_\_\_

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Subcontractor \_\_\_\_\_ MBE  WBE  Section 3

Address \_\_\_\_\_ Bid Amount \_\_\_\_\_

Trade or Supplier \_\_\_\_\_

Bid Accepted: Yes  No  If No, explain \_\_\_\_\_

**Section 3: Hiring of Additional Workers**

- I will be hiring additional workers to complete this activity.
- I will *not* be hiring additional workers to complete this activity.

Listed below are the Section 3 employment opportunities which are herein incorporated and made part of the contract's bid documentation. If new positions will be filled, please complete:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers				
Plumbers/Pipefitters				
Masons				
Other:				
Other:				

\* Attach copies of program and apprentice certifications by the Missouri or U.S. Bureaus of Apprenticeship and Training.

**Certification**

In Witness Thereof, Contractor has executed his certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor Name \_\_\_\_\_

Federal ID \_\_\_\_\_ DUNS \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

**INSTRUCTIONS:**

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

**SUBCONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES       NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

YES       NO

3. Bidder has filed all compliance reports due under applicable instructions.

YES       NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES       NO

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE:

DATE:



## ANTI-LOBBYING CERTIFICATION

Section 319 of Public Law 101-121 prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant, cooperative agreement, or loan.

The Federal Register (page 52070, dated December 20, 1989) specifically forbids the Department of Housing and Urban Development (HUD) from awarding contracts, grants, cooperative agreements, or loans unless the recipient has made an acceptable certification regarding lobbying.

This new requirement has since been narrowed to signed certifications for all awards of Federal funds over \$100,000. This begins with the State's grant and applies to all grantees, contractors, subcontractors, suppliers, etc. for all contracts, grants, cooperative agreements, or loans over \$100,000.

Failure of the grantee to obtain this certification from all awards of \$100,000 or more will result in a program finding and suspended disbursement of Federal funds for the applicable activity or contract.

A copy of this certification can be found on the following page.

## CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over \$100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over \$100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Entity (city, county, contractor, etc.)

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Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)

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Signature of Certifying Official

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Date

**ENGINEER/CONSULTANT'S CERTIFICATION**  
**For Acceptance and Final Payment**

**Owner:** \_\_\_\_\_

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

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

**Contractor:** \_\_\_\_\_

**Engineer:** \_\_\_\_\_

**Contract Date:** \_\_\_\_\_

**Date of Completion and Acceptance:** \_\_\_\_\_

The Contractor has notified me that he has completed all work in accordance with the Contract Documents and that it is functioning properly.

I hereby certify that a final inspection of all work under the Contract Documents was conducted by me and to the best of my knowledge; the work has been completed in accordance with the drawings and specifications and is functioning properly.

I have approved all payment estimates, and prepared and received approval of all change orders. I have received the required certifications; instructions for operating the equipment, manuals, and other documents that are applicable to this project from the Contractor and have delivered them to the Owner.

The Owner is now responsible for the security, operation, safety, maintenance, and insurance as applicable to the project. The contractor will warranty all specified work for a period of one year (or a longer period if governed by Missouri Statutes) from this date of completion. Notification has been given to the proper Government agencies that the work is completed.

I recommend, under the provision of the Contract Documents that the Work be accepted and that final payment be made.

Executed by the Engineer on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Typed Name of Engineer)

\_\_\_\_\_  
(Signature of Engineer)

(SEAL)

The work described above accepted by the consultant is hereby acknowledged and final payment authorized.

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

\_\_\_\_\_  
(Owner)

Attest: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Name and Title of Official)

(SEAL)

cc: CDBG, Contractor, Owner, Consultant and Rural Development

Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (I) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(II), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**SUPPLEMENTAL GENERAL CONDITIONS**

1. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section,

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and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and others.
- f. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 or September, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government that does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965,

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with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance have been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.00.)
  - a. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
  - b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	Goals for Female participation:
10%	10%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the

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- Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
  - d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- a. As used in these specifications:
    1. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
    2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
    3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
    4. "Minority" includes:
      - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
  - b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g1 through 17 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must make a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following.
  - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees

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are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g2 above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news

media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other area of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
17. Covered construction contractors performing contracts in geographical area where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.



- h. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (g1 through 17). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g1 through 17 of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontract as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications, and Executive Order 11246, as amended.
- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any,



employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate to pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- o. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facility at any of his establishments, and that he does not permit employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for employees any segregated facilities at any of his establishments, and he will not permit employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, \*transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

\* Parking lots, drinking fountains, recreation, or entertainment areas.

D. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

The contractor agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

2. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS  
(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Clean Water Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

- A. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA).
- B. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 7413) and Section 308 of the Clean Water Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

3. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures.)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35 and Revised Missouri Statutes 700.300 - 338. The Contractor and Subcontractor shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work the Contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, waterlines, or there underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel, or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be cause by such use.

C. Danger Signals and Safety Devices (Modify as required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

4. ENVIRONMENTAL REQUIREMENTS

Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

## APPENDIX 1, SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATION

CDBG grantees must assure that all project activities will be administered in compliance with civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations that are applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as amended, provides that no person shall, on the basis of race, color, religion, sex, national origin, handicap, or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Section 109 of the Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located. Contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify Affirmative Action for Handicapped Workers in all contracts issued:

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take

CDBG Administrative Manual  
Contract Management

affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of Section 504.

Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance, and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of Federal or Federally-assisted construction contracts in excess of \$10,000. Grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on Federal or Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

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**APPENDIX E**  
**Geotechnical Report**

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GEOTECHNICAL ENGINEERING REPORT  
FOR  
CROCKETT ENGINEERING CONSULTANTS

AOB OFFSITE IMPROVEMENTS  
COLUMBIA, MISSOURI

FEBRUARY 14, 2018

Crockett GTL Project Number: G18295

1000 W Nifong Blvd. - Building 1 • Columbia, MO 65203  
Phone: 573-447-0292  
[www.CrockettGTL.com](http://www.CrockettGTL.com)

# CROCKETT CROCKETT GEOTECHNICAL - TESTING LAB

1000 W Nifong Blvd. - Building 1  
Columbia, Missouri 65203  
(573) 447-0292

February 14, 2018

Crockett Engineering Consultants  
1000 W. Nifong Blvd. Bldg. 1  
Columbia, MO 65203

Attn: Mr. Jesse Stephens, P.E.

Re: Geotechnical Engineering Report  
AOB Offsite Improvements  
Columbia, Missouri  
Crockett GTL Project Number: G18295

Dear Mr. Stephens:

Crockett Geotechnical - Testing Lab (Crockett GTL) has completed the geotechnical engineering services for the referenced project. This report should be read in its entirety. This report presents the results of our field explorations, laboratory testing, and recommendations for design and construction of the referenced project.

We appreciate the opportunity to be of service and look forward to working with you on future phases of this project. If you have any questions concerning this geotechnical engineering report, or if we may be of further service, please contact us.

Sincerely,



Aaron Grimm, E.I.  
Project Manager



Eric H. Lidholm, P.E.  
Principal Engineer  
Missouri: E-23265



Enclosures

cc: 1 - Client (.PDF)  
1 - File

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### APPENDIX A

- Site Location Map
- Boring Location Plan
- Boring Logs
- Boring Log Legend and Nomenclature

### APPENDIX B

- Standard Proctor
- California Bearing Ratio of Laboratory-Compacted Soils

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Geotechnical Engineering Report  
AOB Offsite Improvements  
Columbia, Missouri  
Crockett GTL Project Number: G18295  
February 14, 2018

## 1 INTRODUCTION

---

Crockett Geotechnical - Testing Lab (CGTL) has conducted a geotechnical exploration for this development. The purpose of our current exploration was to:

- characterize and evaluate the subsurface conditions,
- provide design and construction recommendations for:
  - subsurface soil conditions
  - groundwater conditions
  - earthwork
  - pavement
  - special inspection requirements

## 2 SITE AND PROJECT INFORMATION

---

### 2.1 SITE LOCATION AND DESCRIPTION

Item	Description
Location	This project includes improvements to the east-bound I-70 off-ramp and to Route Z extending from I-70 to the future entrance to the AOB facility in the eastern city limits of Columbia, Missouri
Existing improvements	Existing fill, drainage ditches, existing pavement
Existing topography	Highly altered by past road grading

### 2.2 PROJECT DESCRIPTION

Road improvements are planned for Route Z extending from I-70 to the main entrance of AOB, approximately ½ mile north of I-70. The existing pavement will be removed and replaced with new pavement. In addition, the east-bound I-70 off-ramp will be widened to accommodate another lane and also Clark Lane, a new county road, will be constructed.

### 3 SUBSURFACE CONDITIONS

#### 3.1 FIELD EXPLORATION

Twelve (12) borings were drilled for this project at the approximate locations indicated on the Boring Location Plan included in Appendix A of this report. Additional information follows:

Field Exploration	
Boring Locations <sup>1</sup>	Designated by a Crockett GTL geotechnical engineer and staked by a Crockett Engineering Consultants (CEC) survey crew
Boring Elevations <sup>1</sup>	Boring elevations were obtained by the Crockett Engineering Consultants (CEC) survey crew and are referenced to mean sea level The boring elevations were rounded to the nearest half foot
Drill Rig	Track mounted CME-45 drill rig
Sampling Methods <sup>2</sup>	Representative samples were obtained using thin-walled tube sampling and split-barrel tube sampling procedures
<p>1. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.</p> <p>2. An automatic SPT hammer was used to advance the split-barrel sampler in some of the borings performed on this site. A significantly greater efficiency is achieved with the automatic hammer as compared to the conventional safety hammer operated with a cathead and rope. This higher efficiency has an appreciable effect on the standard penetration resistance blow count (N) value. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.</p>	

The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification. Information provided on the boring logs attached to this report includes soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions. The borings were backfilled with auger cuttings prior to the drill crew leaving the site.

The field logs were prepared by a CGTL geotechnical engineer. Final logs included with this report represent the engineer's interpretation of the field logs and include modifications based upon laboratory tests and observation made of the samples. Detailed information regarding the material encountered and the results of field sampling and laboratory testing are shown on the boring logs included in Appendix A of this report. The descriptions of the soil on the final boring logs are in general accordance with the Unified Soil Classification System which is also included in the Appendix A of this report.

### 3.2 LABORATORY TESTING

Soil samples were tested in the laboratory to measure their unconfined compressive strength, dry unit weight, and natural water content. A calibrated hand penetrometer was also used to estimate the approximate unconfined compressive strength of the samples. The calibrated hand penetrometer has been correlated with unconfined compression tests and provides a better estimate of soil consistency than visual examination alone. These test results are provided on the boring logs included in Appendix A of this report.

Descriptive classifications of the soils indicated on the boring logs are in general accordance with the enclosed General Notes and the Unified Soil Classification System. A brief description of this classification system is attached to this report. All classifications were by visual manual procedures. Selected samples were further classified using the results of Atterberg limit testing. The Atterberg limit test results are also provided on the boring logs included in Appendix A of this report.

Standard Proctor and California bearing ratio (CBR) of laboratory-compacted soils tests were also performed. These test results are provided in Appendix B of this report.

### 3.3 ENCOUNTERED SUBSURFACE CONDITIONS

Borings B-1 through B-3 were drilled near the toe of the fill slope for the east-bound off-ramp of I-70 (I-70 Off-Ramp Borings). Borings B-4 through B-10 were drilled adjacent to Route Z (Route Z Borings). Boring B-11 and B-12 were drilled in the vicinity of the future Clark Lane (Clark Lane Borings).

I-70 Off-Ramp Borings: Borings B-1, B-2, and B-3 encountered 3 to 4-inches of topsoil at the ground surface. The topsoil thickness should be expected to vary between the borings.

Underlying the topsoil in B-3 was undocumented fill consisting primarily of fat clay. Undocumented fill is fill material that appears to have been compacted to a relatively high degree, but for which no compaction tests were available to verify that satisfactory compaction was achieved during placement.

Underlying the topsoil in borings B-1 and B-2 and the undocumented fill in boring B-3 was native fat clay. The fat clay extended to the planned termination depth of 10 feet in each of these borings. Bedrock was not encountered in any of these borings.

Route Z Borings: Borings B-4, B-5 and B-8 through B-10 encountered 4 to 12-inches of topsoil at the ground surface. The topsoil thickness should be expected to vary between the borings.

Borings B-6 and B-7 were drilled in the southbound lane of Route Z and as such encountered asphalt pavement and base rock at the ground surface. The asphalt ranged from 8 to 9.5-inches in thickness and the underlying base rock ranged from 4 to 5-inches in thickness.

Underlying the topsoil and pavement was lean to fat clay and fat clay. The lean to fat clay and fat clay extended to the planned termination depth of 10 feet in each of these borings. Bedrock was not encountered in any of these borings.

Clark Lane Borings: Borings B-11 and B-12 encountered 6 to 12-inches of topsoil at the ground surface. The topsoil thickness should be expected to vary between the borings.

Underlying the topsoil was lean to fat clay and fat clay. The upper 3 feet of the fat clay in boring B-12 was low strength, high moisture, low density soil that was in a creek bottom. The lean to fat clay and fat clay extended to the planned termination depth of 10 feet in each of these borings. Bedrock was not encountered in any of these borings.

Detailed descriptions of the encountered materials are listed on the individual boring logs included in Appendix A of this report. Strata lines indicate the approximate location of changes in material types. The transition between material types may be gradual.

### 3.4 GROUNDWATER

The boreholes were observed while drilling and after completion of drilling for the presence and level of groundwater. In addition, delayed groundwater levels were also obtained in some borings. The groundwater levels observed are noted on the attached boring logs, and are summarized below:

Groundwater Levels			
Boring Number	Depth to Groundwater (feet)		
	At Time of Drilling	At End of Drilling	After Completion of Drilling
B-12 <sup>1</sup>	2.0	9.5	9.5 @ 0.25 hrs
1. Boring B-12 was located approximately 6-feet away from a wet-weather swale that contained flowing water			

Groundwater was not encountered in any of the remaining borings during drilling, at the completion of drilling, or for the short duration the borings were allowed to remain open before they were backfilled.



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.

Pockets, lenses, and stringers of sand are sometimes encountered in the soil types encountered in the vicinity of the referenced project. These sand pockets are normally discontinuous and often contain water of variable quality and quantity. These sand pockets may be encountered during foundation excavation.

Perched groundwater can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. This possibility should be considered when developing design and construction plans and specifications for the project. Groundwater levels depend on seasonal and climatic variations and may be present at different levels in the future. In addition, without extended periods of observation, accurate groundwater level measurements may not be possible, particularly in low permeability soils.

The boreholes were backfilled prior to departing the project site. Groundwater records are indicated on the boring logs included in Appendix A of this report.

## 4 GEOTECHNICAL RECOMMENDATIONS

---

### 4.1 SOFT SOIL SUBGRADE

Boring B-12 was located near an existing creek and encountered, high moisture content, low density, soft consistency soil. Low density soil with moisture levels significantly above their measured plastic limit are usually unstable and will pump under construction traffic. These soils may be suitable for use as structural fill if moisture conditioned and satisfactorily compacted; however, they will need to be further evaluated. The contractor should be prepared for these conditions should they be encountered.

### 4.2 EARTHWORK

We recommend that the exposed subgrade be thoroughly evaluated before the start of any fill operations. We recommend that the geotechnical engineer be retained to evaluate the bearing material for the foundations and subgrade soils. Subsurface conditions, as identified by the field and laboratory testing programs have been reviewed and evaluated with respect to the proposed project plans known to us at this time.

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 Columbia, MO 65203  
 Telephone: 573-447-0292



CLIENT Crockett Engineering Consultants PROJECT NAME AOB Offsite Improvements  
 PROJECT NUMBER G18295 PROJECT LOCATION Columbia, Missouri  
 DATE STARTED 1/24/18 COMPLETED 1/24/18 GROUND ELEVATION 875.5 ft HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered  
 LOGGED BY Grimm CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered  
 NOTES \_\_\_\_\_ 0.25hrs AFTER DRILLING --- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/8/18 13:08 - V:\PROJECTS\G18295 - AOB OFFSITE IMPROVEMENTS\G18295 LOGS.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		TOPSOIL (5-inches)										
0.4		875.1 LEAN TO FAT CLAY: Grayish brown, trace rust stains, medium to very stiff										
2.5		Bulk sample obtained from 1' to 5' Atterberg results from bulk sample --: becomes gray with light brown	ST 1	11		2000	2090	90	34	47	19	28
5.0			ST 2	21		4500	3040	104	22	47	19	28
7.5		--: becomes light gray, trace brown										
10.0		865.5 No refusal. Bottom of borehole at 10.0 feet.	ST 3	20		5000		105	22			

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 Telephone: 573-447-0292



**BORING NUMBER B-5**

CLIENT Crockett Engineering Consultants PROJECT NAME AOB Offsite Improvements  
 PROJECT NUMBER G18295 PROJECT LOCATION Columbia, Missouri  
 DATE STARTED 1/24/18 COMPLETED 1/24/18 GROUND ELEVATION 875 ft HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered  
 LOGGED BY Grimm CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered  
 NOTES \_\_\_\_\_ 0.25hrs AFTER DRILLING --- Not Encountered

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/8/18 13:08 - V:\PROJECTS\G18295 - AOB OFFSITE IMPROVEMENTS\G18295 LOGS.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0												
0.3		TOPSOIL (4-inches) 874.7										
		LEAN TO FAT CLAY: Grayish brown, trace rust stains, stiff to very stiff										
2.5		--: becomes light gray, trace brown	ST 1	10		4000	3120	92	28			
			ST 2	23		6500	2270	106	22			
5.0												
7.5												
10.0			ST 3	22		3000		99	26			
10.0												

No refusal.  
 Bottom of borehole at 10.0 feet.

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**BORING NUMBER B-6**

CLIENT Crockett Engineering Consultants PROJECT NAME AOB Offsite Improvements  
 PROJECT NUMBER G18295 PROJECT LOCATION Columbia, Missouri  
 DATE STARTED 1/24/18 COMPLETED 1/24/18 GROUND ELEVATION 869.5 ft HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered  
 LOGGED BY Grimm CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered  
 NOTES \_\_\_\_\_ 0.25hrs AFTER DRILLING --- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		ASPHALT (9.5-inches)										
0.8		868.7										
1.2		BASE ROCK (5-inches)										
		FAT CLAY: Grayish brown, trace rust stains, medium to very stiff										
2.5			ST 1	17		1500	2110	95	28			
		--: trace sand										
5.0			ST 3	20		2500	3460	106	22			
7.5												
10.0		--: trace sand and gravel	ST 2	19		4500		105	23			
10.0		859.5										
No refusal. Bottom of borehole at 10.0 feet.												

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/8/18 13:08 - V1 - PROJECTS - GEOT PROJECTS\2018\G18295 - AOB OFFSITE IMPROVEMENTS\G18295 LOGS.GPJ



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**BORING NUMBER B-8**

CLIENT Crockett Engineering Consultants PROJECT NAME AOB Offsite Improvements  
 PROJECT NUMBER G18295 PROJECT LOCATION Columbia, Missouri  
 DATE STARTED 1/24/18 COMPLETED 1/24/18 GROUND ELEVATION 886 ft HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered  
 LOGGED BY Grimm CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered  
 NOTES \_\_\_\_\_ 0.25hrs AFTER DRILLING --- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		PLOW ZONE/TOPSOIL (7-inches)										
0.6		885.4 LEAN TO FAT CLAY: Gray with brown, trace rust stains, very stiff to hard										
2.5		Bulk sample obtained from 1' to 5' Atterberg results from bulk sample --: becomes gray, with rust stains	ST 1	20		9000	6670	95	20	43	18	25
5.0			ST 2	10		9000		99	13	43	18	25
7.5		--: trace rust stains										
10.0		876.0	ST 3	17		6000		105	23			
No refusal. Bottom of borehole at 10.0 feet.												

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/8/18 13:08 - V:\PROJECTS\G18295 - AOB OFFSITE IMPROVEMENTS\G18295 LOGS.GPJ

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 Telephone: 573-447-0292



**BORING NUMBER B-9**

CLIENT Crockett Engineering Consultants PROJECT NAME AOB Offsite Improvements  
 PROJECT NUMBER G18295 PROJECT LOCATION Columbia, Missouri  
 DATE STARTED 1/24/18 COMPLETED 1/24/18 GROUND ELEVATION 881.5 ft HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered  
 LOGGED BY Grimm CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered  
 NOTES \_\_\_\_\_ 0.25hrs AFTER DRILLING --- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		PLow ZONE/TOPSOIL (12-inches)										
1.0		880.5 FAT CLAY: Grayish brown, trace rust stains, stiff to hard	ST 1	19		5500		94	28			
2.5			ST 2	24		9000	2690	102	19			
5.0												
7.0		874.5 LEAN TO FAT CLAY: Light gray, trace rust stains, medium	ST 3	16		2000		99	26			
7.5												
10.0		871.5 No refusal. Bottom of borehole at 10.0 feet.										

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/18/18 13:08 - V:\PROJECTS\G18295 - AOB OFFSITE IMPROVEMENTS\G18295 LOGS.GPJ

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 Columbia, MO 65203  
 Telephone: 573-447-0292



**BORING NUMBER B-10**

CLIENT Crockett Engineering Consultants PROJECT NAME AOB Offsite Improvements  
 PROJECT NUMBER G18295 PROJECT LOCATION Columbia, Missouri  
 DATE STARTED 1/24/18 COMPLETED 1/24/18 GROUND ELEVATION 874 ft HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA AT TIME OF DRILLING --- Not Encountered  
 LOGGED BY Grimm CHECKED BY Lidholm AT END OF DRILLING --- Not Encountered  
 NOTES \_\_\_\_\_ 0.25hrs AFTER DRILLING --- Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		TOPSOIL (6-inches)										
0.5		873.5										
		LEAN TO FAT CLAY: Grayish brown, trace rust stains, stiff to hard										
2.5		--: becomes gray with brown	ST 1	11		9000		100	25			
5.0			ST 2	19		5000		108	20			
7.5		--: with rust stains										
10.0		864.0	ST 3	16		6000	2210	106	22			
No refusal. Bottom of borehole at 10.0 feet.												

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/8/18 13:08 - V:\PROJECTS\G18295 - AOB OFFSITE IMPROVEMENTS\G18295 LOGS.GPJ





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 Telephone: 573-447-0292



**BORING NUMBER B-12**

CLIENT Crockett Engineering Consultants PROJECT NAME AOB Offsite Improvements  
 PROJECT NUMBER G18295 PROJECT LOCATION Columbia, Missouri  
 DATE STARTED 1/24/18 COMPLETED 1/24/18 GROUND ELEVATION 870 ft HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA ▽ AT TIME OF DRILLING 2.00 ft / Elev 868.00 ft  
 LOGGED BY Grimm CHECKED BY Lidholm ▽ AT END OF DRILLING 9.50 ft / Elev 860.50 ft  
 NOTES ▽ 0.25hrs AFTER DRILLING 9.50 ft / Elev 860.50 ft

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0.0		TOPSOIL (6-inches)										
0.5		FAT CLAY: Dark brown, trace rust stains, very soft to stiff										
2.5		▽ --: becomes grayish brown	ST 1	18		500	900	84	34			
5.0			ST 2	24		3500	2110	96	27			
7.5												
10.0		▽	ST 3	24		1000		101	26			
		No refusal. Bottom of borehole at 10.0 feet.										

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/8/18 13:08 - V:\PROJECTS\G18295 - AOB OFFSITE IMPROVEMENTS\G18295 LOGS.GPJ

# BORING LOG LEGEND AND NOMENCLATURE

Sample Type	Description
AU	Auger sample, disturbed, obtained from auger cuttings
NR	No recovery or lost sample
RC	Rock core, diamond core bit, nominal 2-inch diameter rock sample (ASTM D 2113)
ST	Thin walled (Shelby) tube sample, relatively undisturbed (ASTM D 1587)
SPT	Split spoon sample, disturbed (ASTM D 1586)
VA	Shear vane (ASTM D 2753)

Grain Size Terminology	
Boulders	Larger than 12-inches
Cobbles	3-inches to 12-inches
Gravel	Retained on #4 sieve to 3-inches
Sand	Retained on #200 sieve but passes #4 sieve
Silt or Clay	Passes #200 sieve

Descriptor	Relative Proportion of Sand and Gravel	Relative Proportion of Fines
Trace	Less than 15% by dry weight	Less than 5% by dry weight
With	15% to 30% by dry weight	5% to 12% by dry weight
Modifier	More than 30% by dry weight	More than 12% by dry weight

Relative Density of Coarse grained Soils	
Descriptive Term	SPT N-Value, Blows/Foot
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50+

Consistency of Fine Grained Soils		
Descriptive Term	SPT N-Value, Blows/Foot	Unconfined Compressive Strength, psf
Very Soft	0 - 1	0 - 500
Soft	2 - 3	501 - 1,000
Medium	4 - 9	1,001 - 2,000
Stiff	10 - 29	2,001 - 4,000
Very Stiff	30 - 49	4,001 - 8,000
Hard	50+	> 8,000

USCS Soil Classification System					
Major Divisions			Group Symbol	Group Name	
coarse grained soils more than 60% retained on #200 sieve	gravel +50% of coarse fraction retained on #4 (4.75 mm) sieve	clean gravel +5% small than #200 sieve	GW	well-graded gravel, fine to coarse gravel	
		gravel with +12% fines	GP	poorly graded gravel	
		sand +50% of coarse fraction passes #4 (4.75 mm) sieve	clean sand	GM	silty gravel
			sand with +12% fines	GC	clayey gravel
	fine grained soils more than 60% passes #200 sieve	silt and clay liquid limit < 50	inorganic	SW	well-graded sand, fine to coarse sand
				SP	poorly graded sand
			silt and clay liquid limit ≥ 50	inorganic	SM
		SC			clayey sand
highly organic soils		organic		ML	silt
			CL	clay	
	organic	OL	organic silt, organic clay		
organic	MH	silt of high plasticity, elastio silt			
	CH	clay of high plasticity, fat clay			
organic	OH	organic clay, organic silt			
organic	PT	peat			

Weathering	Description of Rock Properties
Fresh	No discoloration. Not oxidized.
Slightly weathered	Discoloration or oxidation of most surfaces but or short distance from fractures
Moderately weathered	Discoloration or oxidation extends from fractures, usually throughout. All fractured surfaces are oxidized or discolored.
Severely weathered	Discoloration or oxidation throughout. All fractured surfaces are oxidized or discolored. Surfaces are friable.
Decomposed	Resembles a soil. Partial or complete remnant rock structure may be present.

Rock Quality Designator (RQD)	
RQD, %	Rock Quality
90 - 100	Excellent
75 - 90	Good
60 - 75	Fair
25 - 60	Poor
0 - 25	Very poor

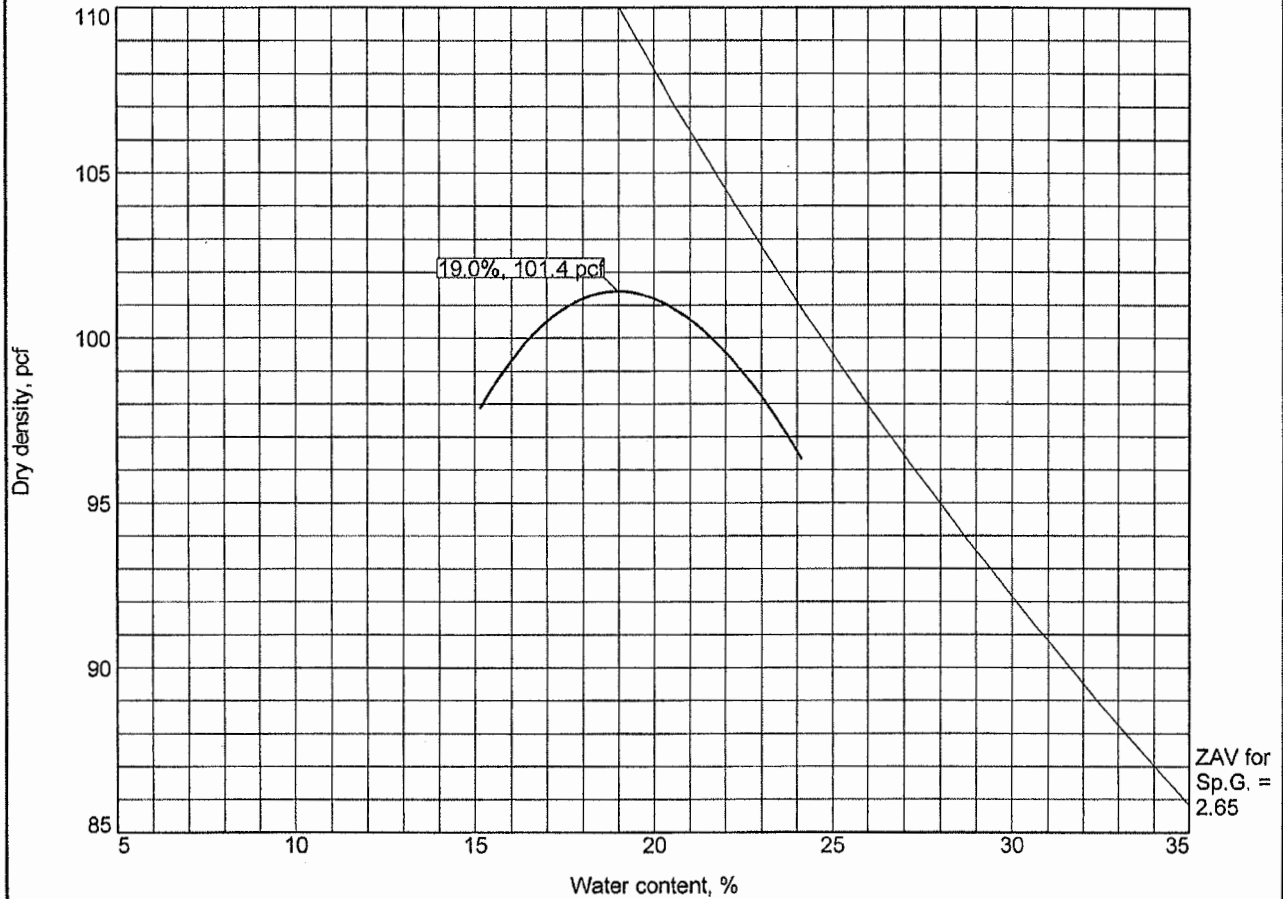
Joint, Bedding, and Follation Spacing in Rock		
Spacing	Joints	Bedding/Follation
< 2-inches	Very close	Very thin
2-inches - 1-foot	Close	Thin
1-foot - 3-feet	Moderately Close	Medium
3-feet - 10-feet	Wide	Thick
> 10-feet	Very Wide	Very thick

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APPENDIX B

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# LABORATORY COMPACTION CHARACTERISTICS OF SOIL



Test specification: ASTM D698, Method A

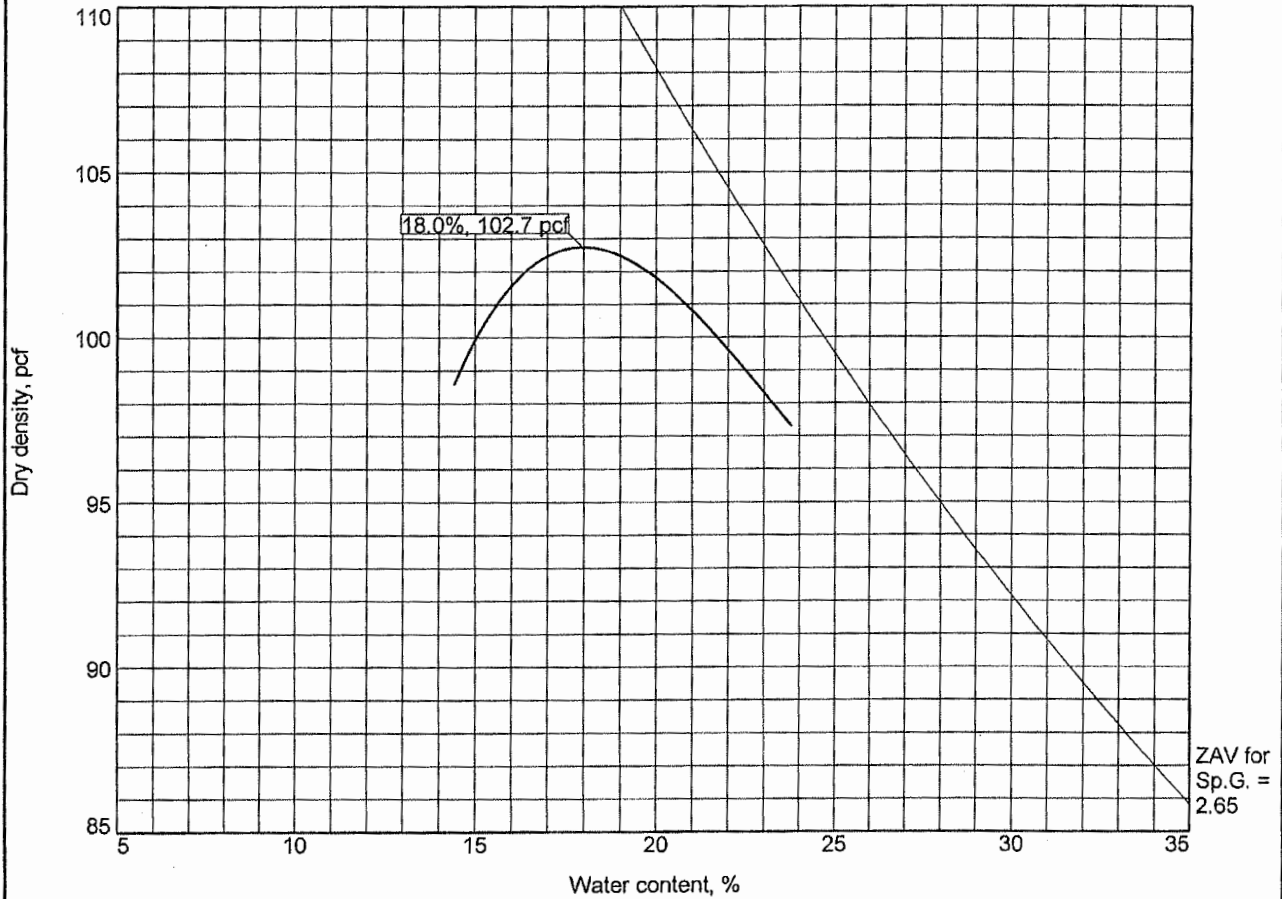
Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
1' - 5'	CL-CH		26		47	19		

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 101.4 pcf Optimum moisture = 19.0 %	LEAN TO FAT CLAY: Grayish brown, trace rust stains

Project No. _____ Client: _____ Project: _____ Location: Boring 4      Sample Number: Bulk B-4	<b>Remarks:</b> Date Sample: 01/24/2018 Date Tested: 01/30/2018
	<b>Figure Bulk B-4</b>

Tested By: Danny Barger      Checked By: Eric Lidholm, P.E.

# LABORATORY COMPACTION CHARACTERISTICS OF SOIL



Test specification: ASTM D698, Method A

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
1' - 5'	CL-CH		17		43	18		


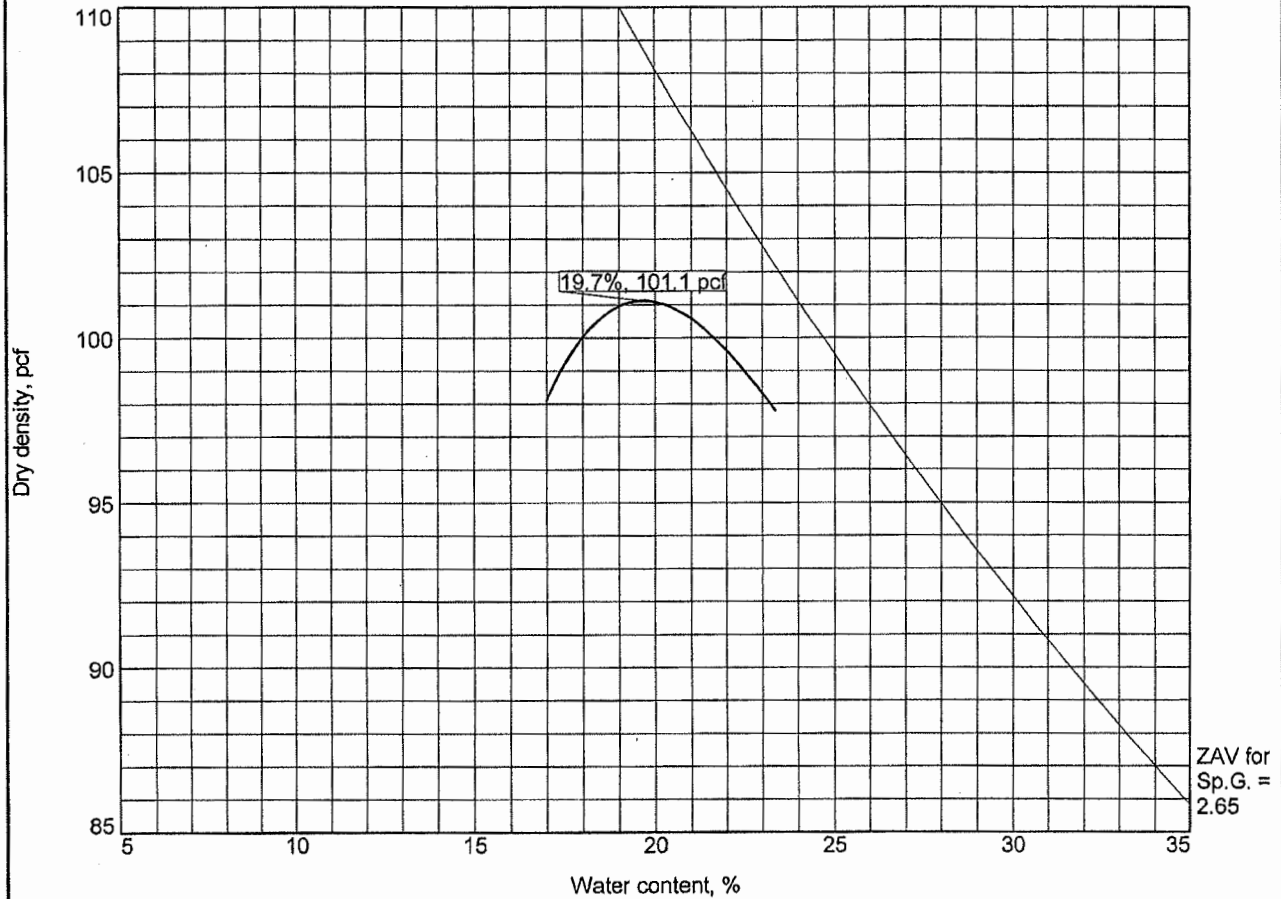
TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 102.7 pcf Optimum moisture = 18.0 %	LEAN TO FAT CLAY: Gray with brown, trace rust stains
Project No. _____ Client: _____ Project: _____ Location: Boring 8      Sample Number: Bulk B-8	Remarks: Date Sampled: 01/24/2018 Date Tested: 01/30/2018
	

Figure Bulk B-8

Tested By: Danny Barger      Checked By: Eric H. Lidholm, P.E.




# LABORATORY COMPACTION CHARACTERISTICS OF SOIL



Test specification: ASTM D698, Method A

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
1' - 5'	CL-CH		25		49	18		

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 101.1 pcf Optimum moisture = 19.7 %	LEAN TO FAT CLAY: Grayish brown, trace rust stains
Project No. _____ Client: _____ Project: _____ Location: Boring 11 Sample Number: Bulk B-11	Remarks: Date Sampled: 01/24/2018 Date Tested: 01/30/2017
	Figure Bulk B-11

Tested By: Danny Barger Checked By: Eric H. Lidholm, P.E.



## California Bearing Ratio of Laboratory-Compacted Soils ASTM D1883

Client Name: Crockett Engineering Consultants, LLC      Project No.: G18295      Date: 2/12/18  
Project Name: AOB Offsite Improvements  
Project Location: Columbia, Missouri

### SAMPLE INFORMATION

Sample Number: \_\_\_\_\_ Proctor Method: ASTM D698 - Method A  
Boring Number: B-4 Maximum Dry Density (pcf): 101.4  
Sample Location: \_\_\_\_\_ Optimum Moisture: 19.0  
Depth: 1.0 - 5.0 feet Liquid Limit: \_\_\_\_\_  
Material Description: Lean to Fat Clay, grayish brown trace rust stains Plasticity Index: \_\_\_\_\_

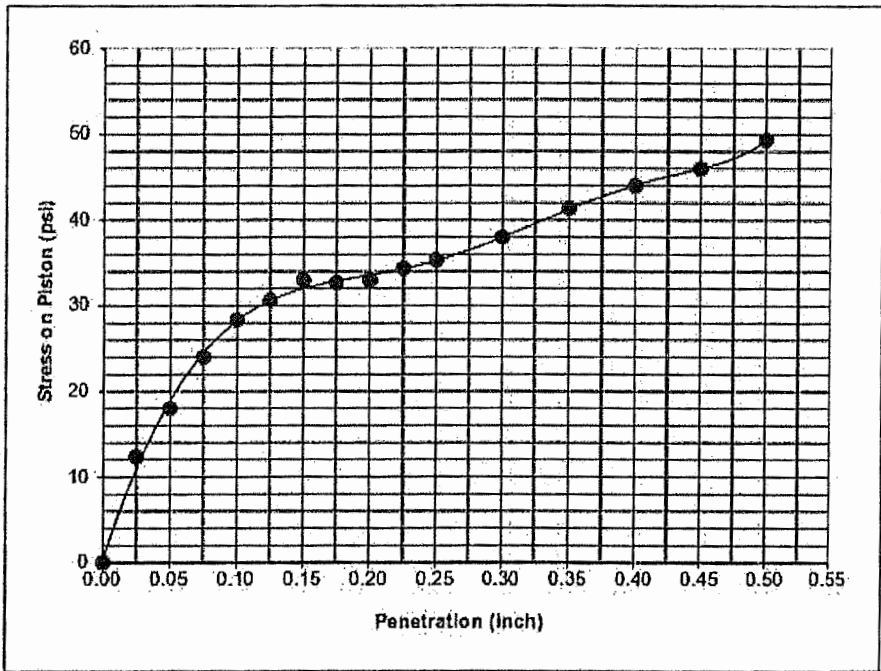
### CBR TEST DATA

CBR Value at 0.100 inch 2.8  
CBR Value at 0.200 inch 2.2

Surcharge Weight (lbs) 10  
Soaking Condition Soaked  
Length of Soaking (hours) 96  
Swell (%) 1.5

**DENSITY DATA**  
Dry Density Before Soaking (pcf) 96.6  
Compaction of Proctor (%) 95.3

**MOISTURE DATA**  
Before Compaction (%) 22.5  
After Compaction (%) 22.3  
Top 1" After Soaking (%) 30.6  
Average After Soaking (%) 26.5



Comments:  
Test Methods: ASTM D1883

Reviewed by:   
Eric H. Lidholm, P.E.



## California Bearing Ratio of Laboratory-Compacted Soils ASTM D1883

Client Name: Crockett Engineering Consultants, LLC Project No.: G18295 Date: 2/12/18  
Project Name: AOB Offsite Improvements  
Project Location: Columbia, Missouri

### SAMPLE INFORMATION

Sample Number: \_\_\_\_\_ Proctor Method: ASTM D698 - Method A  
Boring Number: B-8 Maximum Dry Density (pcf): 102.7  
Sample Location: \_\_\_\_\_ Optimum Moisture: 18.0  
Depth: 1.0 to 5.0 feet Liquid Limit: \_\_\_\_\_  
Material Description: Lean to Fat Clay, gray with brown trace rust stains Plasticity Index: \_\_\_\_\_

### CBR TEST DATA

CBR Value at 0.100 inch 2.9  
CBR Value at 0.200 inch 2.1

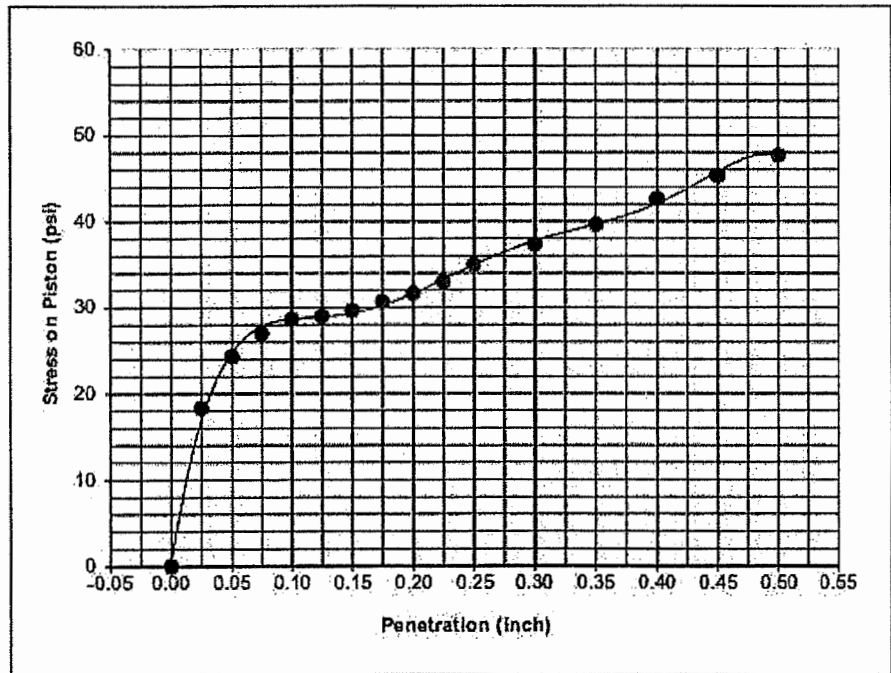
Surcharge Weight (lbs) 10  
Soaking Condition Soaked  
Length of Soaking (hours) 96  
Swell (%) 1.3

#### DENSITY DATA

Dry Density Before Soaking (pcf) 97.0  
Compaction of Proctor (%) 94.4

#### MOISTURE DATA

Before Compaction (%) 21.4  
After Compaction (%) 22.4  
Top 1" After Soaking (%) 29.7  
Average After Soaking (%) 24.4



#### Comments:

Test Methods: ASTM D1883

Reviewed by: \_\_\_\_\_

Eric H. Lidholm, P.E.



## California Bearing Ratio of Laboratory-Compacted Soils ASTM D1883

Client Name: Crockett Engineering Consultants, LLC      Project No.: G18295      Date: 2/12/18  
 Project Name: AOB Offsite Improvements  
 Project Location: Columbia, Missouri

### SAMPLE INFORMATION

Sample Number: _____	Proctor Method: <u>ASTM D698 - Method A</u>
Boring Number: <u>B-11</u>	Maximum Dry Density (pcf): <u>101.1</u>
Sample Location: _____	Optimum Moisture: <u>19.7</u>
Depth: <u>1.0 to 5.0 feet</u>	Liquid Limit: _____
Material Description: <u>Lean to Fat Clay, grayish brown trace rust stains</u>	Plasticity Index: _____

### CBR TEST DATA

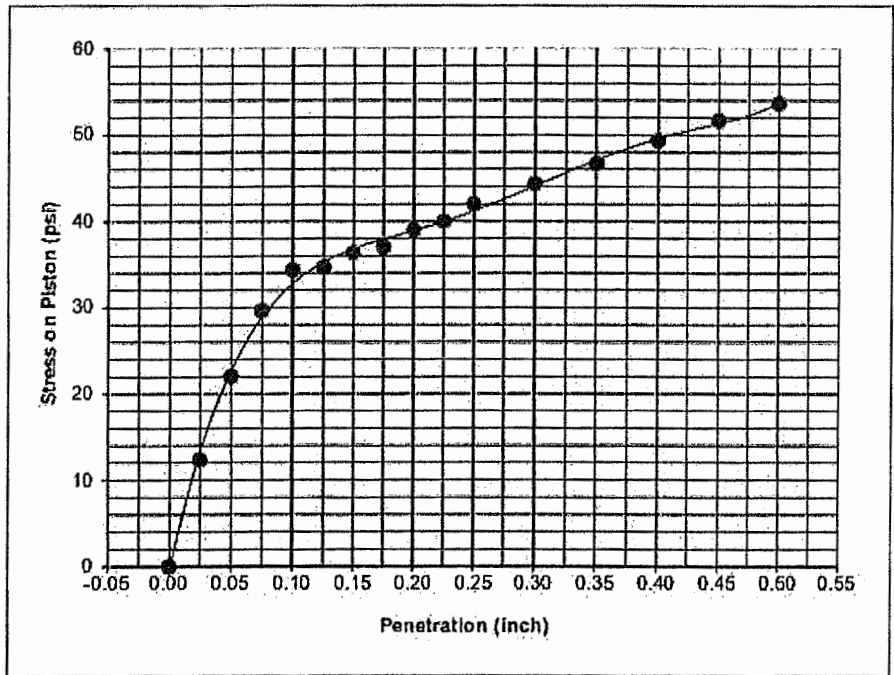
CBR Value at 0.100 inch	3.4
CBR Value at 0.200 inch	2.6
Surcharge Weight (lbs)	10
Soaking Condition	Soaked
Length of Soaking (hours)	96
Swell (%)	0.9

#### DENSITY DATA

Dry Density Before Soaking (pcf)	96.2
Compaction of Proctor (%)	95.1

#### MOISTURE DATA

Before Compaction (%)	23.9
After Compaction (%)	23.4
Top 1" After Soaking (%)	29.9
Average After Soaking (%)	25.3



#### Comments:

Test Methods: ASTM D1883

Reviewed by: *Eric H. Lidholm*  
 Eric H. Lidholm, P.E.

# APPENDIX F

## Stormwater Pollution Prevention Plan (SWPPP)

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Stormwater Pollution Prevention Plan (SWPPP)

For

**ROUTE Z AND ENTERPRISE DRIVE  
IMPROVMENTS**

Boone County Resource Management-Engineering Division

# **TITLE PAGE**

## ***STORMWATER POLLUTION PREVENTION PLAN FOR***

Project Name: **Route Z and Enterprise Drive Improvements**

Project Location/Address: **1800 N Route Z**

City/State/Zip: **Columbia, Missouri 65201**

Project Site Telephone Number: **N/A**

Parcel Number: **N/A**

## ***PREPARED FOR***

Project Property Owner's Name: **County of Boone, Missouri (c/o Resource Management Department)**

Address: **801 East Walnut, Room 315**

City: **Columbia** State: **Missouri** Zip: **65201**

Phone: **573-886-4480** Fax: **573-886-4340**

Email: **JMcCann@boonecountymo.org**

## ***PREPARED BY***

Consulting Company: **Crockett Engineering Consultants**

Consultant's Name: **Jesse Stephens, P.E.**

Address: **1000 West Nifong Boulevard, Building 1**

City: **Columbia** State: **Missouri** Zip: **65203**

Phone: **573-447-0292** Fax:

Email: **jstephens@crockettengineering.com**

SWPPP Preparation Date: **June 6, 2018**



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## **Section 1. Site Evaluation, Assessment, and Planning**

- 1.1 Project/Site Information
- 1.2 Contact Information/Responsible Parties
- 1.3 Construction Site Estimates
- 1.4 Nature and Sequence of Construction Activity
- 1.5 Soils, Slopes, Vegetation, and Current Drainage Patterns
- 1.6 Receiving Waters
- 1.7 Site Features and Sensitive Areas to be Protected
- 1.8 Potential Sources of Pollution
- 1.9 Endangered Species Certification
- 1.10 Historic Preservation
- 1.11 Applicable Federal, State, Tribal, or Local Programs
- 1.12 Maps

## **Section 2. Erosion and Sediment Control Best Management Practices (BMPs)**

- 2.1 Minimize Disturbed Area and Protect Natural Features and Soil
- 2.2 Phase Construction Activity
- 2.3 Permanent Structural BMPs
- 2.4 Temporary Structural BMPs
- 2.5 Permanent Non-Structural BMPs
- 2.6 Temporary Non-Structural BMPs

## **Section 3. Good Housekeeping BMPs**

- 3.1 Material Handling and Waste Management
- 3.2 Establish Proper Building Material Staging Areas
- 3.3 Designate Washout Areas
- 3.4 Establish Proper Equipment/Vehicle Washing, Fueling and Maintenance Practices
- 3.5 Spill Prevention and Control Plan
- 3.6 Allowable Non-stormwater Discharge Management

## **Section 4. Inspections**

## **Section 5. Recordkeeping and Training**

- 5.1 Recordkeeping
- 5.2 Log of Changes to the SWPPP
- 5.3 Training Record

## **Section 6. Certification and Notification**

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### Appendices

- A. General Location Map
- B. Site Maps
- C. Permits
- D. Reportable Quantity Release Form
- E. Inspection Report
- F. BMP Detail Sheets

# SECTION 1. SITE EVALUATION, ASSESSMENT, & PLANNING

## 1.1 PROJECT/SITE INFORMATION

Project Name: Route Z and Enterprise Drive Improvements

Project Location/Address: 1800 N Route Z

City/State/Zip: **Columbia, Missouri 65201**

County or Similar Subdivision: **Boone County**

Latitude:

38<sup>0</sup> 57' 48''

Longitude:

-92<sup>0</sup> 12' 12''

Is this project considered a federal facility?  Yes  No

State Operating Permit needed?  Yes  No

NPDES project or permit tracking number: **MO-RA00000**

## 1.2 CONTACT INFORMATION/RESPONSIBLE PARTIES

General Contractor: \_\_\_\_\_

General Contractor Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Erosion Control Inspector: \_\_\_\_\_

Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

24-Hour Contact: \_\_\_\_\_

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

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

Consulting Company: **Crockett Engineering Consultants**

Consultant's Name: **Jesse Stephens, P.E.**

Address: **1000 West Nifong Boulevard, Building 1**

City: **Columbia** State: **Missouri** Zip: **65203**

Phone: **573-447-0292** Fax:

Email: **jstephens@crockettengineering.com**

### ***1.3 CONSTRUCTION SITE ESTIMATES***

Total Site Area: 7.52 acres

Estimated Area to be disturbed by all activities: 7.52 acres

Percentage impervious surface prior to development: 8.7%

Runoff Coefficient prior to development: 0.35

Percentage impervious surface after development: 30.6 %

Runoff Coefficient after development: 0.48

### ***1.4 NATURE AND SEQUENCE OF CONSTRUCTION ACTIVITIES***

General Description of Project:

**Improvements to east bound I-70 off-ramp. Route Z turn lane addition and Enterprise Drive road extension. See attached maps in Appendices A & B. The Contractor shall follow the Project Plans & Specifications concerning earthwork as well as equipment storage and erosion control measures.**

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What is the function of the construction activity?

- Residential/ Subdivision
- Commercial/ Industrial
- Road Construction
- Linear/ Utility

### ***1.5 SOILS, SLOPES, VEGETATION AND CURRENT DRAINAGE PATTERNS***

Soil Type(s): **Keswick silt loam, Mexico silt loam, Leonard silt loam, Moniteau silt loam, Wilbur silt loam**

Slopes: **Grading will utilize maximum side slopes of 3:1**

Drainage Patterns: **The disturbed area drainage outfalls to the west into a defined regulated waterway, an un-named tributary of Grindstone Creek.**

Vegetation: **Existing land for the off-ramp and turn lane was road shoulder or right-of-way. The area to be used for Enterprise Drive extension is a cultivated farm field with a few localized forested areas. Disturbed areas shall be seeded, fertilized and mulched in accordance with the Project Specifications.**

Other: \_\_\_\_\_  
\_\_\_\_\_

### ***1.6 RECEIVING WATERS***

Outfall #1:

Name of Watershed: **10300102-0602**

Receiving Waterbody: **N. Flk. Grinstone Creek** Class: **C**

Distance from project outfall to receiving water: **1.2 miles** Type of outfall: **Creek**

How will velocity be reduced at the outfall? **Rip-Rap**

Description of storm sewer/drainage system: **Storm boxes and pipes will be placed under or along the roads as needed for proper drainage. A box culvert will be installed to continue current water routes. Outfalls will have velocity dissipaters installed.**

Will work be done in a Jurisdictional stream or creek?

Yes \_\_\_\_\_  No

If so, what steps will be taken to address the impact of construction? **N/A**

Are there any impaired waters on the site?  Yes  No

If so, what is the name of the waterbody, and list the impairment: \_\_\_\_\_

If the above answer is yes, has a Total Maximum Daily Load (TMDL) been developed?  Yes  No

If a TMDL has been developed, list any specific requirements that are applicable to the construction site.

**1.7 SITE FEATURES AND SENSITIVE AREAS TO BE PROTECTED**

Environmentally sensitive areas on or near the project?  Yes  No

If yes, describe of environmentally sensitive area: N/A

Steps taken to address the impact of construction: N/A

**STREAM BUFFER MEASUREMENTS** - if there will be construction taking place along a stream and this project has been platted after June 1, 2009, please fill this section out:

Will there be any stream buffer delineations on site?  Yes  No

Width:

- Type 1 (not to disturb within 100 ft.)
- Type 2 (not to disturb within 50 ft.)
- Type 3 (not to disturb within 30 ft.)

Slope Modifications (% slope):

- 0-14% (no change in outer zone width)
- 15-25% (add 25 ft. to outer zone width)
- >25% (add 50 ft. to outer zone width)

Will there be any stream buffer averaging taking place on this property?  Yes  No

### **1.8 POTENTIAL SOURCES OF POLLUTANTS**

Potential sources of sediment to stormwater runoff: **Areas where tree removal, topsoil stripping, excavation embankment, and grading occur.**

Potential pollutants and sources, other than sediment, to stormwater runoff:

Trade Name/Material	Stormwater Pollutants	Location(s)
Gasoline, diesel fuel, motor oil	Petroleum	Vehicle/equipment leakage or material storage areas
Antifreeze	Glycol, heavy metals	Vehicle/equipment leakage or material storage areas
Hydraulic fluid	Mineral oil	Vehicle/equipment leakage or material storage areas
Fertilizer	Nitrogen, phosphorous	Material storage areas
Waste Dumpster	Trash and floatables	Covered/ enclosed storage

### **1.9 ENDANGERED SPECIES CERTIFICATION**

Endangered or threatened species/critical habitats on or near the project?  Yes  No

Description of species and/or critical habitat: N/A

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**1.10 HISTORIC PRESERVATION**

Historic Sites on or near the project?  Yes  No

Description of species and/or critical habitat: N/A

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**1.11 APPLICABLE FEDERAL, STATE, TRIBAL, OR LOCAL PROGRAMS**

**Boone County, Missouri Storm Water Ordinance** \_\_\_\_\_

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**1.12 MAPS**

**The site map for this Project includes the Construction Plans referenced in Appendix B.**

The site map should show changes that have been made to the construction site, BMPs and stabilization methods as the site progresses. The Missouri State Operating Permit requires that the SWPPP and site map be kept up to date. The Contractor shall mark up the site map with the locations and dates of any changes being made. Also include the current locations of the following:

- Portable toilets
- Material storage, vehicle and equipment fueling and maintenance areas
- Concrete, paint and stucco washouts
- Dumpster containers
- Spill kits
- Soil stockpiles
- Any other non-structural non-stormwater BMPs, temporarily removed structural BMPs or changes to the structural BMPs





**2.2 PHASE CONSTRUCTION ACTIVITY**

**GENERAL SEQUENCE OF CONSTRUCTION** (attach additional sheets if necessary):

- Pre-Construction Meeting for SWPPP training prior to any construction
- Install temporary BMP's for perimeter control
- Clearing and grubbing
- Tree and brush removal and disposal
- Excavation and embankment grading
- Install silt fence and ditch checks (as excavation and embankment progresses)
- Road construction
- Temporary seed and mulch (as needed or required)
- Prepare all disturbed areas for seeding
- Permanent seed, fertilize and mulch

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**SEQUENCE OF CONSTRUCTION:** *The General Contractor must complete the following sequence of construction for land disturbance before approval will be given. Under Item, please list the land disturbance items for which contractors are to be used (i.e. grading, storm sewer, paving, sanitary sewer, curb & gutter, erosion and sediment controls, water, etc.)*

ITEM	SUBCONTRACTOR
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

## ***2.3 PERMANENT STRUCTURAL BMPs***

### **BMP: Rock Blanket (Outlets/Velocity Dissipation Devices)**

Description: See Construction Plans, Specifications and Appendix F – BMP Detail Sheets

Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets

## ***2.4 Temporary Structural BMPs***

### **BMP: Silt Fence**

Description: See Construction Plans, Specifications and Appendix F – BMP Detail Sheets

Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets

### **BMP: Temporary Construction Entrance**

Description: See Construction Plans, Specifications and Appendix F – BMP Detail Sheets

Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets

### **BMP: Check Dams**

Description: See Construction Plans, Specifications and Appendix F – BMP Detail Sheets. Install per typical detail shown on the Construction Plans.

Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets

### **BMP: Curb and Gutter Inlet Protection**

Description: See Construction Plans, Specifications and Appendix F – BMP Detail Sheets

Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets

### **BMP: Drop Inlet Protection**

Description: See Construction Plans, Specifications and Appendix F – BMP Detail Sheets

Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets

## ***2.5 PERMANENT NON-STRUCTURAL BMPS***

### **BMP: Permanent Seeding and Mulching**

**Description: See Construction Plans, Specifications and Appendix F - BMP Detail Sheets. Permanent seeding and mulching must be initiated immediately and completed within 7 calendar days whenever any clearing, grading, excavation or other earth disturbing activities have permanently ceased on any portion of the site."**

**Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets**

## ***2.6 TEMPORARY NON-STRUCTURAL BMPS***

### **BMP: Temporary Seeding and Mulching**

**Description: See Construction Plans, Specifications and Appendix F – BMP Detail Sheets. Seeding and mulching shall be applied when soil disturbing activities cease in an area for 14 days or more.**

**Maintenance and Inspection Procedures: See the Specifications and Appendix F – BMP Detail Sheets**

## SECTION 3. GOOD HOUSEKEEPING BMPs

### *3.1 MATERIAL HANDLING AND WASTE MANAGEMENT*

- Burning:** Any burning on the site requires a permit from the Missouri Department of Natural Resources. Call the Northeast Regional office at 660-385-8000.
- Dust Control:** The contractor is required by Missouri State law to control dust from the site. Watering must be provided in unstabilized areas and mulch applied as soon as possible.
- Mud Tracking:** The permittee is responsible for keeping sediment and debris off streets and roads.
- Petroleum Products:** All petroleum products and petroleum waste products (except fuels) and storage containers shall be stored such that these materials are not exposed to stormwater. Sufficient practices of spill prevention, control and/or management shall be provided to prevent any spills of these pollutants from entering a water of the state. Any containment system used to implement this requirement shall be constructed of materials compatible with the substances contained and shall also prevent the contamination of groundwater.
- Construction Waste:** All construction waste material shall be collected, deposited, and stored in a manner to prevent contact with storm waters discharging from the site and shall be disposed of by a licensed solid waste management contractor. No waste shall be buried on site.
- Sanitary Waste:** A licensed sanitary waste management contractor shall collect all sanitary waste from portable units that will be maintained on a regular basis from any site that cannot provide other means of sanitary waste disposal.
- 
- 

### *3.2 ESTABLISH PROPER BUILDING MATERIAL STAGING AREAS*

**Contractor to describe construction materials expected to be stored on site:**

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**Contractor to describe storage procedures to minimize exposure of materials to stormwater:**

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### ***3.3 DESIGNATE WASHOUT AREAS***

Concrete wash water shall not be allowed to flow directly to storm sewers, streams, ditches, lakes, etc. without being treated. A sump, pit or manufactured containment system shall be constructed to contain concrete wash water.

The Contractor shall designate the location of concrete washout areas on the site map/construction plans.

Containment Method Chosen by Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### ***3.4 ESTABLISH PROPER EQUIPMENT/VEHICLE WASHING, FUELING AND MAINTENANCE PRACTICES***

Equipment/vehicle washing, fueling and maintenance, oil changing, etc., shall be performed only in an area designated for that purpose. The designated area shall be equipped for recycling oil and catching spills.

The Contractor shall designate these areas on the site map/construction plans.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### ***3.5 TEMPORARY SPILL PREVENTION AND CONTROL PLAN***

#### **Spill Prevention**

##### **A. Petroleum Products**

- Construction equipment and vehicles shall be monitored for leaks and receive regular preventative maintenance to ensure proper operation and reduce the risk for leaks or spills.
- Petroleum products shall be stored in clearly labeled and tightly sealed containers or tanks.
- Any soil contaminated by fuel or oil spills shall be removed and disposed of properly.
- Above-or-below ground petroleum storage facilities must be set back 300 feet from any stream.
- Up to 500 gallons of heating oil and up to 1000 gallons of propane are allowed, but must remain outside of the stream buffer.
- Storage for oils, greases, fuels, and chemicals shall be provided with secondary containment.

## B. Fueling and Servicing

- Above-or-below ground fueling storage facilities must be set back 300 feet from any stream.
- Secondary containment for fuel shall be provided.
- Spill kits will be included with all fueling sources and maintenance activities.

## C. Hazardous Materials

- All hazardous materials shall be disposed of according to state regulation or the manufacturer's recommendations.

## D. Fertilizers

- Fertilizers shall be applied following manufacture's recommendations.
- Fertilizers shall be stored in a covered area or in watertight containers.
- Partially used products shall be properly sealed and stored to avoid spills or leaks.
- Up to 20 gallons of liquid fertilizer or pesticide and up to 100 pounds of granular fertilizer or pesticide storage is allowed if set back from stream 300 feet.

## Spill Controls

- Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
  - All spills will be cleaned up immediately after discovery.
  - The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
  - If the permittee or an authorized representative has knowledge of any know or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.
  - In the event soil contamination or hazardous substances are discovered at the site during land disturbance activities, the permittee shall notify the MDNR regional office by telephone as soon as practicable and no later than 24 hours after discovery. The permittee must also notify the MDNR regional office in writing no later than 14 calendar days after discovery.
  - The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one.
  - State law requires the party responsible for a petroleum product spill in excess of 50 gallons to report the spill to MoDNR (573-751-1300) as soon as practical after discovery.
  - Spills large enough to reach the storm system or creek will be reported to the National Response Center at 1-800-424-8802 and MoDNR (573-751-1300).
  - **See Appendix D for the Reportable Quantity Release Form**
- 
- 
-

**3.6 ALLOWABLE NON-STORMWATER DISCHARGE MANAGEMENT**

- Waters used to wash vehicles where detergents are not used
- Water used to control dust
- Potable water including uncontaminated water line and fire hydrant flushing
- Routine external building wash down that does not use detergents
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used
- Uncontaminated air conditioning or compressor condensate
- Uncontaminated ground water or spring water
- Foundation or footing drains where flows are not contaminated with process materials such as solvents
- Uncontaminated excavation dewatering
- Landscape irrigation

**Identify measures used to eliminate or reduce these discharges and the BMPs used to prevent them from becoming contaminated.**

BMP: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Maintenance and Inspection Procedures: \_\_\_\_\_

\_\_\_\_\_

BMP: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Maintenance and Inspection Procedures: \_\_\_\_\_

\_\_\_\_\_



## SECTION 4. INSPECTIONS

### Instructions:

- Identify the individual(s) responsible for conducting inspections and describe their qualifications.
- You should also document the repairs and maintenance that you undertake as a result of your inspections.

Duly Authorized Representative(s) or Position(s): \_\_\_\_\_

Company or Organization Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Qualifications: \_\_\_\_\_

The Erosion Control Inspector shall be responsible for conducting site inspections, filling out inspection and maintenance reports, and for selecting and training the individuals who shall be responsible for maintenance and repair activities. A **blank Construction Site Inspection Report is included in Appendix E.**

### Minimum Inspection Requirements and Frequency:

- All control measures shall be inspected at least once every seven (7) calendar days and within 48 hours of a rainfall event resulting in stormwater runoff on site.
- All perimeter controls shall be inspected weekly for proper anchorage, leakage, or tears on the control material.
- Parts that have been finally stabilized shall be inspected once per month.

### Correction Procedures:

- All measures shall be maintained in good working order; if repairs or other measures are found to be necessary, they shall be initiated within 48 hours of report.
- Any problems in the inspection reports shall be corrected within seven (7) calendar days. If weather conditions make it impossible to correct the problem within seven (7) days, a detailed report of the problem (including pictures) must be filed with the regular inspection reports.

## SECTION 5. RECORDKEEPING AND TRAINING

### 5.1 RECORDKEEPING

#### Important Recorded Dates:

Date(s) when structural controls are installed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) when major grading activities occur: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) when construction activities temporarily or permanently cease on a portion of the site: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) when an area is either temporarily or permanently stabilized: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Rainfall:

The Contractor shall keep a log of rainfall amounts and dates during the project. Rainfall data can be obtained from the University of Missouri Sanborn Field (<http://agebb.missouri.edu/weather/realtime/mizzou2.asp>).

#### SWPPP Documents:

Inspection and maintenance report forms shall become an integral part of the SWPPP. 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 agency inspector. Copies of reports shall be provided to any of these persons, upon request, via mail or facsimile transmission.

The finalized SWPPP including all inspection and maintenance report forms are to be maintained by Boone County for three (3) years following the final stabilization of the site.



### 5.3 TRAINING LOG

**Instructions:**

- Training your staff and subcontractors is an effective BMP. As with the other steps you take to prevent stormwater problems at your site, you should document the training that you conduct for your staff, for those with specific stormwater responsibilities (e.g. installing, inspecting, and maintaining BMPs), and for subcontractors.
- Include dates, number of attendees, subjects covered, and length of training.

**STORMWATER POLLUTION PREVENTION PLAN TOPIC (check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Temporary Soil Stabilization           | <input type="checkbox"/> Erosion and Sediment Control Plan |
| <input type="checkbox"/> Non-stormwater Management Control      | <input type="checkbox"/> Temporary Sediment Control        |
| <input type="checkbox"/> Wind Erosion Control                   | <input type="checkbox"/> Tracking Control                  |
| <input type="checkbox"/> Waste Management & Materials Pollution | <input type="checkbox"/> Other (specify)                   |



## SECTION 6. CERTIFICATION AND NOTIFICATION

### OWNER'S CERTIFICATION

I hereby certify that I am the owner of the property described in this plan, or their legally authorized agent, and that I assume full responsibility for the performance of the operation stated in this plan.

Owner: **Boone County, Missouri**

By: **Stan Shawver**

Title: **Director of Resource Management**

Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

### CONSULTANT'S DECLARATION

I hereby declare that the site plan, location map, and information contained in Sections 1 and 2 of this SWPPP have been prepared under my direction or supervision in accordance with Boone County's Regulations, and applicable State and Federal Regulations and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

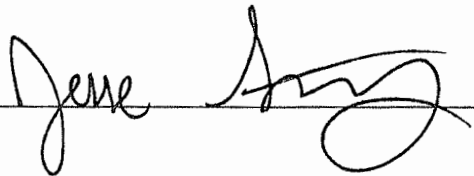
Consultant: **Crockett Engineering Consultants**

By: **Jesse Stephens P.E.**

Title: **Professional Civil Engineer**

Date: \_\_\_\_\_

Consultant's Signature: \_\_\_\_\_



### GENERAL CONTRACTOR'S CERTIFICATION

I hereby certify that I understand the requirements stated in this plan, that I am responsible for completing the requirements set forth in this SWPPP and shown on the site plan, and that I am responsible for the performance of the subcontractors listed in the plan.

General Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

Contractor's Signature: \_\_\_\_\_

***SUBCONTRACTOR'S CERTIFICATION***

I hereby certify that I understand the requirements stated in this SWPPP, that I am responsible for completing the requirements which have been listed in the plan as being a part of my scope of work.

Subcontractor: \_\_\_\_\_

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

Responsible for: \_\_\_\_\_

Subcontractor's Signature: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

Responsible for: \_\_\_\_\_

Subcontractor's Signature: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

Responsible for: \_\_\_\_\_

Subcontractor's Signature: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

Responsible for: \_\_\_\_\_

Subcontractor's Signature: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

Responsible for: \_\_\_\_\_

Subcontractor's Signature: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

Responsible for: \_\_\_\_\_

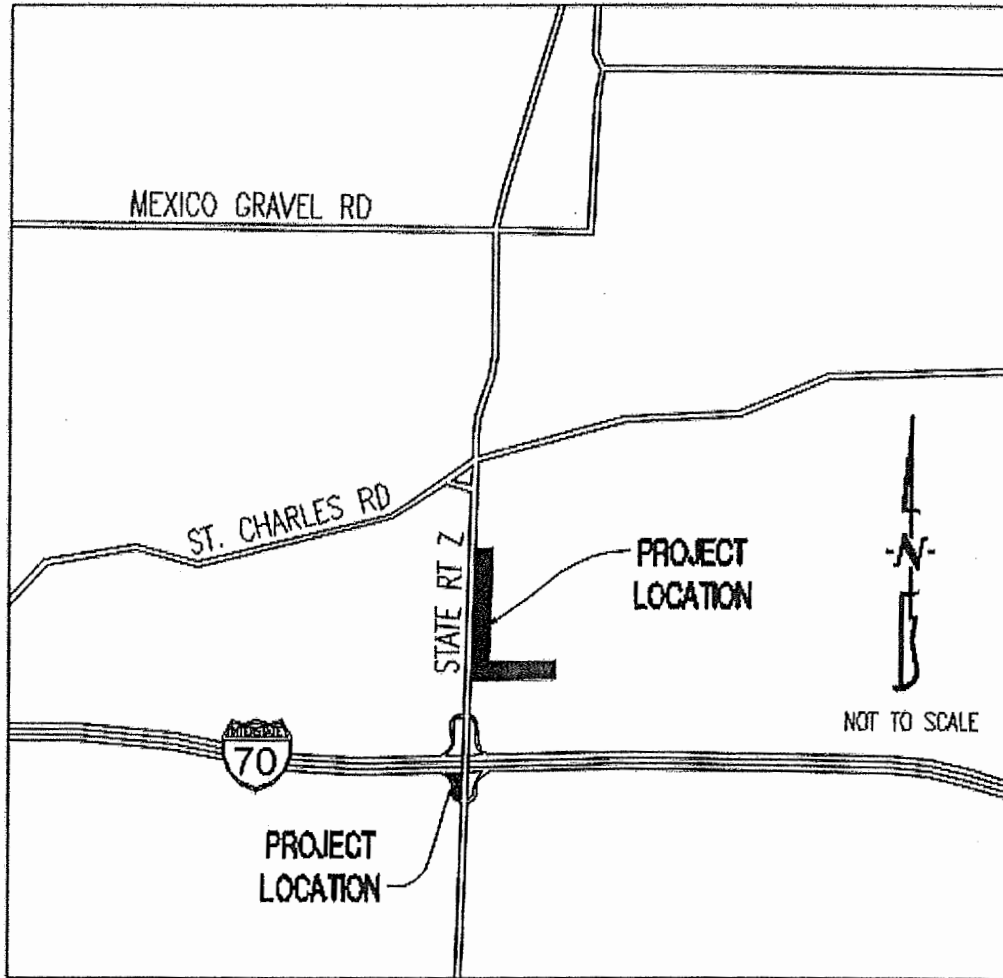
Subcontractor's Signature: \_\_\_\_\_

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# APPENDIX A

## General Location Map

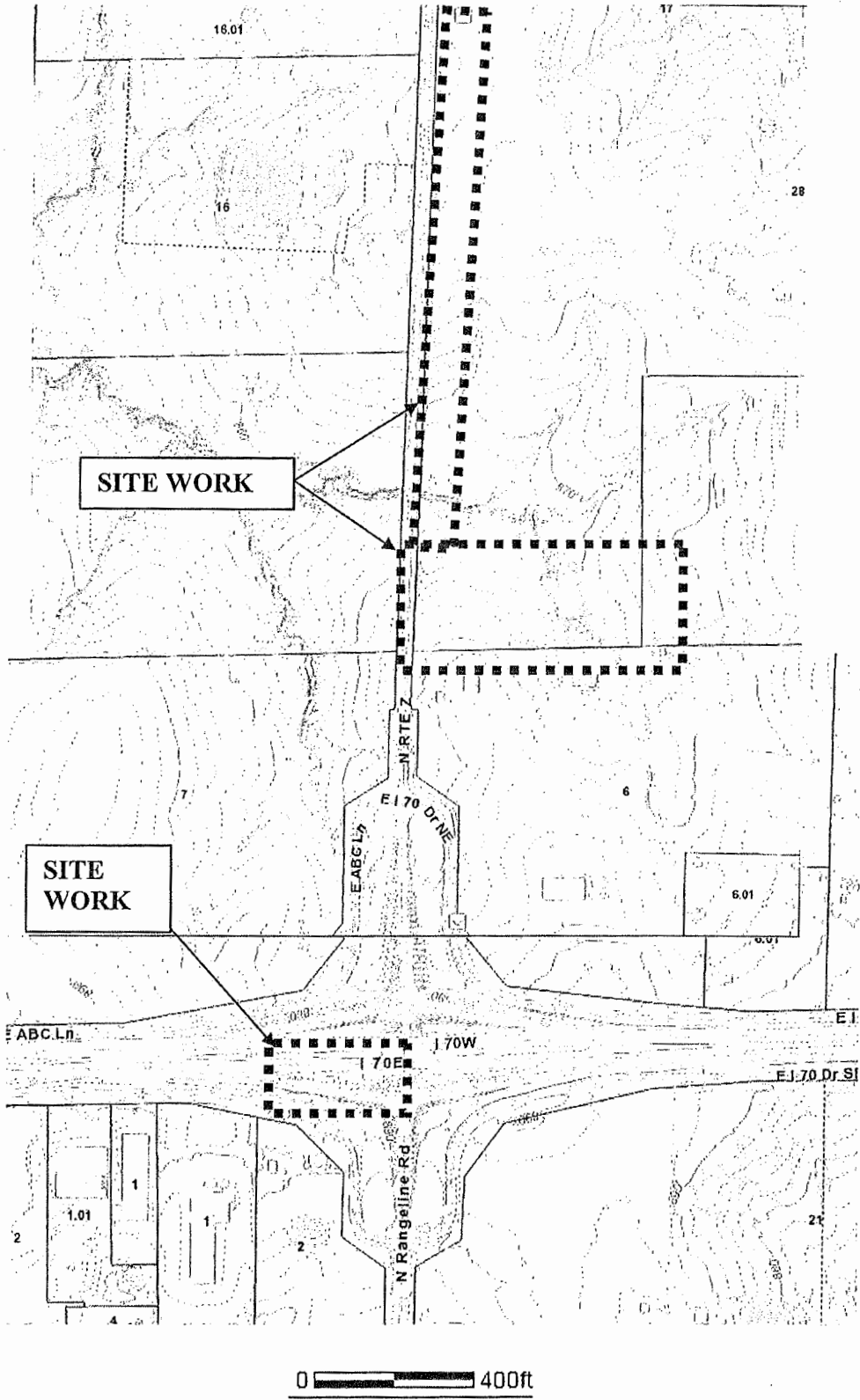


**GENERAL LOCATION MAP  
BOONE COUNTY RESOURCE MANAGEMENT  
ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENT  
COLUMBIA, MISSOURI  
SECTION 6, T48N, R11W**

# APPENDIX B

## Site Maps

**(The Construction Plans for this Project shall be considered an attachment to this Appendix)**



**SITE MAP**  
**BOONE COUNTY RESOURCE MANAGEMENT**  
**ROUTE Z AND ENTERPRISE DRIVE IMPROVEMENT**

# APPENDIX C

## Permits

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STATE OF MISSOURI  
DEPARTMENT OF NATURAL RESOURCES  
MISSOURI CLEAN WATER COMMISSION



MISSOURI STATE OPERATING PERMIT

In compliance with the Missouri Clean Water Law, (Chapter 644 R.S. Mo. as amended, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92<sup>nd</sup> Congress) as amended,

Permit No. MO-RA00000

Owner:  
Address:

Continuing Authority:  
Address:

Facility Name:  
Facility Address:

Legal Description:  
UTM Coordinates:

Receiving Stream:  
First Classified Stream and ID:  
USGS Basin & Sub-watershed No.:

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements as set forth herein:

FACILITY DESCRIPTION

All Outfalls

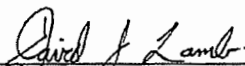
Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit authorizes stormwater and certain non-stormwater discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System; it does not apply to other regulated areas. This permit may be appealed in accordance with Section 644.051.6 of the Law.

February 8, 2017  
Effective Date

  
Steven Feeler, Acting Director, Division of Environmental Quality

February 7, 2022  
Expiration Date

  
David J. Lamb, Acting Director, Water Protection Program

## APPLICABILITY

1. This general permit authorizes the discharge of stormwater and certain non-stormwater discharges from land disturbance sites that disturb one or more acres or disturb less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. This general permit also authorizes the discharge of stormwater and certain non-stormwater discharges from smaller projects where the Missouri Department of Natural Resources (Department) has exercised its discretion to require a permit [10 CSR 20-6.200 (1)(B)].

A Missouri State Operating Permit that specifically identifies the project must be issued before any site vegetation is removed or the site disturbed.

Any site owner/operator subject to these requirements for stormwater discharges and who disturbs land prior to permit issuance from the Department is in violation of both State and Federal Laws.

The legal owner of the property or the holder of an easement on the property, and operator on which the site is located are responsible for compliance with this permit.

2. This permit authorizes non-stormwater discharges from the following activities provided that these discharges are addressed in the permittee's specific Stormwater Pollution Prevention Plan (SWPPP) required by this general permit:
  - a. De-watering activities if there are no contaminants other than sediment present in the discharge, and the discharge is treated as specified in Requirements, Section C.8.m. of this permit;
  - b. Flushing water hydrants and potable water lines;
  - c. Water only (i.e., without detergents or additives) rinsing of streets and buildings; and
  - d. Site watering to establish vegetation.
3. This general permit does not authorize the placement of fill materials in flood plains, the obstruction of stream flow, directing stormwater across private property not owned or operated by the permittee, or changing the channel of a defined drainage course. This general permit addresses only the quality of the stormwater runoff and the minimization of off-site migration of sediments and other water contaminants.
4. This permit does not authorize land disturbance activity in jurisdictional waters of the United States as defined by the U.S. Army Corps of Engineers, unless the permittee has obtained the required Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers and its associated Section 401 Water Quality Certification from the department. Land disturbance activities may not begin in the affected waters of the United States until the required 404 permit and 401 certification have been obtained.
5. This general permit prohibits any discharge of wastewater generated from air pollution control equipment or the containment of scrubber water in lined ponds to waters of the state.
6. This general permit prohibits any discharge of sewage or pollutants to waters of the state including but not limited to:
  - a. Any hazardous material, oil, lubricant, solid waste or other non-naturally occurring substance from the site, including fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
  - b. Soaps or solvents used in vehicle and equipment washing;
  - c. Hazardous substances or petroleum products from an on-site spill or handling and disposal practices;
  - d. Wash and/or rinse waters from concrete mixing equipment including ready mix concrete



APPLICABILITY (continued)

- trucks, unless managed by an appropriate control. Any such pollutants must be adequately treated and addressed in the SWPPP, and cannot be discharged to waters of the state;
- e. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
  - f. Domestic wastewaters, including gray waters; or
  - g. Industrial stormwater runoff.
7. The Department reserves the right to revoke or deny coverage under this general permit to applicants for stormwater discharges from land disturbance activities at sites that have contaminated soils that will be disturbed by the land disturbance activity or where such materials are brought to the site to use as fill or borrow. A site-specific permit may be required to cover such activities.
8. Discharges to waters of the state shall not cause violations of the Water Quality Standards 10 CSR 20-7.031, including both specific and general criteria. If at any time the Department determines that the quality of waters of the state may be better protected by requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may require any person to obtain a site-specific operating permit [10 CSR 20-6.010(13)(C)].

The Department may require the permittee to apply for and obtain a site-specific or different general permit if:

- a. The permittee is not in compliance with the conditions of this general permit;
- b. The discharge no longer qualifies for this general permit due to changed site conditions and/or regulations; or
- c. Information becomes available that indicates water quality standards have been or may be violated.

The permittee will be notified in writing of the requirement to apply for a site-specific permit or a different general permit. When a site-specific permit or different general permit is issued to the authorized permittee, the applicability of this general permit to the permittee is automatically terminated upon the effective date of the site specific or different general permit.

9. Any owner/operator authorized by a general permit may request to be excluded from the coverage of the general permit and apply for a site-specific permit [10 CSR 20-6.010(13) (D)].
10. This operating permit does not affect, remove, or replace any requirement of the National Environmental Policy Act, the Endangered Species Act; the National Historic Preservation Act; the Comprehensive Environmental Response, Compensation and Liability Act; or the Resource Conservation and Recovery Act. Determination of applicability to the above mentioned acts is the responsibility of the permittee.
11. This permit does not supersede any requirement for obtaining project approval under an established local authority.
12. This permit is not transferable to other owners or operators.

### EXEMPTIONS FROM PERMIT REQUIREMENTS

1. Facilities that discharge all stormwater runoff directly to a combined sewer system are exempt from stormwater permit requirements.
2. Land disturbance activity as described in 10 CSR 20-6.200(1) (B) and 10 CSR 20-6.010(1) (B) where water quality standards are not exceeded.
3. Oil and gas related activities as listed in 40 C.F.R § 122.26(a) (2) (ii) where water quality standards are not exceeded.

### REQUIREMENTS

1. This permit is to ensure the design, installation and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:
  - a. Control stormwater volume and velocity within the site to minimize soil erosion;
  - b. Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;
  - c. Minimize the amount of soil exposed during construction activity;
  - d. Minimize the disturbance of steep slopes;
  - e. Minimize sediment discharges from the site. Design, install and maintain erosion and sediment controls that address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle size expected to be present on the site;
  - f. Provide and maintain natural buffers around surface waters as detailed in 8.f, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible; and
  - g. Minimize soil compaction and, unless infeasible, preserve topsoil.
  - h. Capture or treat a 2-year, 24-hour storm event. A 2-year, 24-hour storm event shall be determined for the project location using the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 which can be located at <http://hdsc.nws.noaa.gov/hdsc/pfds/>.
2. Installation of Best Management Practices (BMP) necessary to prevent soil erosion at the project boundary must be complete prior to the start of all phases of construction.
3. Install sediment controls along any perimeter areas of the site that will receive pollutant discharges.
  - a. Remove any sediment per the manufacturer's instructions or before it has accumulated to one-half of the above-ground height of any perimeter control.
  - b. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.
4. BMPs shall be maintained and remain in effective operating condition during the entire duration of the project, with repairs made within the timeframe specified elsewhere in this permit, until final stabilization has been achieved.
5. Minimize sediment trackout from the site.
  - a. Restrict vehicle traffic to properly designed exit points.
  - b. Use appropriate stabilization techniques at all points that exit onto paved roads.
  - c. Remove any sediment that has been tracked out within the same business day or by the end of the next business day if trackout occurs on a non-business day.

REQUIREMENTS (continued)

6. The primary requirement of this permit is the development and implementation of a SWPPP which incorporates site specific practices to best minimize the soil exposure, soil erosion, and the discharge of pollutants. The permittee shall fully implement the provisions of the SWPPP required under this part as a condition of this general permit throughout the term of the land disturbance project. **The SWPPP must be developed prior to issuance of the permit and must be specific to the land disturbance activities at the site.** A permit must be issued before any disturbance of root zone of the existing vegetation or other land disturbance activities may begin. Either an electronic copy or a paper copy of the SWPPP must be accessible to anyone on-site at all times when land disturbance operations are in progress, or other operational activities that may affect the maintenance or integrity of the BMP structures and made available as specified under the Records Section of this permit.
7. The SWPPP must:
  - a. List and describe all outfalls;
  - b. Incorporate required practices identified below;
  - c. Incorporate erosion control practices specific to site conditions;
  - d. Provide for maintenance and adherence to the plan;
  - e. Discuss whether or not a 404/401 Permit is required for the project; and
  - f. Name the person responsible for inspection, operation and maintenance of BMPs.

The purpose of the SWPPP is to ensure the design, implementation, management and maintenance of BMPs in order to prevent sediment and other pollutants in stormwater discharges associated with the land disturbance activities; compliance with the Missouri Water Quality Standards; and compliance with the terms and conditions of this general permit.

The permittee shall select, install, use, operate and maintain appropriate BMPs for the permitted site. The following manuals are acceptable resources for the selection of appropriate BMPs. *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the United States Environmental Protection Agency (USEPA) in May 2007. This manual as well as other information, including examples of construction SWPPPs, is available at the USEPA internet site at [https://www3.epa.gov/npdes/pubs/industrial\\_swppp\\_guide.pdf](https://www3.epa.gov/npdes/pubs/industrial_swppp_guide.pdf); and

The latest version of *Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri*, published by the Missouri Department of Natural Resources. This manual is available on the Department's internet site at: <http://www.dnr.mo.gov/env/wpp/wpcp-guide.htm>.

The permittee is not limited to the use of these guidance manuals. Other guidance publications may be used to select appropriate BMPs. However, all BMPs should be described and justified in the SWPPP.

8. SWPPP Requirements: The following information and practices shall be provided for in the SWPPP:
  - a. Nature of the Construction Activity: The SWPPP briefly must describe the nature of the construction activity, including:
    - 1) The function of the project (e.g., low density residential, shopping mall, highway, etc.);
    - 2) The intended sequence and timing of activities that disturb the soils at the site;
    - 3) Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities including off-site borrow and fill areas; and
    - 4) A general map (e.g., United States Geological Survey quadrangle map, a portion of a city of county map, or other map) with enough detail to identify the location of the construction site and waters of the State within one mile of the site.

REQUIREMENTS (continued)

- b. Site Map: The SWPPP must contain a legible site map showing the site boundaries and outfalls and identifying:
- 1) Direction(s) of stormwater flow and approximate slopes anticipated after grading activities;
  - 2) Areas of soil disturbance and areas that will not be disturbed (or a statement that all areas of the site will be disturbed unless otherwise noted);
  - 3) Location of major structural and non-structural BMPs identified in the SWPPP;
  - 4) Locations where stabilization practices are expected to occur;
  - 5) Locations of off-site material, waste, borrow or equipment storage areas;
  - 6) Locations of all waters of the state (including wetlands);
  - 7) Locations where stormwater discharges to a surface water; and
  - 8) Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
- c. Site Description: In order to identify the site, the SWPPP shall include facility and outfall information. The SWPPP shall have sufficient information to be of practical use to contractors and site construction workers to guide the installation and maintenance of BMPs.
- d. Selection of Temporary and Permanent BMPs: The permittee shall select appropriate BMPs for use at the site and list them in the SWPPP.
- e. The SWPPP shall require existing vegetation and trees to be preserved where practical.
- f. For surface waters of the state, defined as "all waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common, located on or adjacent to the site, the permittee must:
- 1) Provide and maintain a 50-foot undisturbed natural buffer;
  - 2) Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or
  - 3) If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
  - 4) Where you are retaining a buffer of any size, the buffer should be measured perpendicularly from any of the following points, whichever is further landward from the water:
    - i. The ordinary high water mark of the water body, defined as the line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris; or
    - ii. The edge of the stream or river bank, bluff, or cliff, whichever is applicable.
- g. Description of BMPs: The SWPPP shall include a description of both structural and non-structural BMPs that will be used at the site.

The SWPPP shall provide the following general information for each BMP which will be used one or more times at the site:

- 1) Physical description of the BMP;
- 2) Site conditions that must be met for effective use of the BMP;
- 3) BMP installation/construction procedures, including typical drawings; and
- 4) Operation and maintenance procedures for the BMP.

REQUIREMENTS (continued)

The SWPPP shall provide the following information for each specific instance where a BMP is to be installed:

- 1) Whether the BMP is temporary or permanent;
- 2) Where, in relation to other site features, the BMP is to be located;
- 3) When the BMP will be installed in relation to each phase of the land disturbance procedures to complete the project; and
- 4) Site conditions that must be met before removal of the BMP if the BMP is not a permanent BMP.

- h. Disturbed Areas: Slopes for disturbed areas must be defined in the SWPPP. A site map or maps defining the sloped areas for all phases of the project must be included in the SWPPP.

For soil disturbing activities that have been temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days:

- 1) The permittee shall construct BMPs to establish interim stabilization; and
- 2) Stabilization must be initiated immediately and completed within 14 calendar days.

For soil disturbing activities that have been permanently ceased on any portion of the site, final stabilization of disturbed areas must be initiated immediately and completed within 14 calendar days.

Allowances to the 14 day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP.

Interim stabilization shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. These BMPs may include a combination of sediment basins, check dams, sediment fences and mulch. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical) or if the slope is greater than 3% and greater than 150 feet in length, then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site.

If vegetative stabilization measures are being implemented, stabilization is considered "installed" when all activities necessary to seed or plant the area are completed.

- i. Installation: The permittee shall ensure the BMPs are properly installed at the locations and relative times specified in the SWPPP. Peripheral or border BMPs to control runoff from disturbed areas shall be installed or marked for preservation before general site clearing is started. Note that this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit and access of the site, which may require that stormwater controls be installed immediately after the earth disturbance. For phased projects, BMPs shall be properly installed as necessary prior to construction activities. Stormwater discharges from disturbed areas which leave the site shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps and silt fences prior to leaving the land disturbance site. A drainage course change shall be clearly marked on a site map and described in the SWPPP.
- j. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time. The sedimentation basin shall be sized to treat a local 2-year, 24-hour storm. Accumulated sediment shall be removed from the basin when basin is 50% full. Utilize outlet structures that withdraw water from the surface when

REQUIREMENTS (continued)

discharging from basins and impoundments unless infeasible. Discharges from the basin shall not cause scouring of the banks or bottom of the receiving stream. The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

Where use of a sediment basin is infeasible, the SWPPP shall evaluate and specify other similarly effective BMPs to be employed to control erosion and sediment delivery. These similarly effective BMPs shall be selected from appropriate BMP guidance documents authorized by this permit. The BMPs must provide equivalent water quality protection to achieve compliance with this permit. The SWPPP shall require both temporary and permanent sedimentation basins to have a stabilized spillway to minimize the potential for erosion of the spillway or basin embankment.

- k. Pollution Prevention Measures: The SWPPP shall include BMPs for pollution prevention measures. At minimum such measures must be designed, installed, implemented and maintained to:
- 1) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
  - 2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
  - 3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures. Included but not limited to the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and
  - 4) Prevent discharges from causing or contributing to an exceedance of water quality standards including general criteria.
- l. Roadways: Where applicable, upon installation of or connection to roadways, all efforts should be made to prevent the deposition of earth and sediment onto roadways through the use of proper BMPs. Stormwater inlets susceptible to receiving sediment from the permitted land disturbance site shall have curb inlet protection. Where stormwater will flow off the end of where a roadway terminates, a sediment catching BMP such as gravel berm or silt fence shall be provided. Curb inlets shall be cleaned weekly or following a rainfall that generates a run-off.
- m. Dewatering: Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods. An estimation of the volume of water discharged from these dewatering activities shall be kept with the SWPPP after each discharge has ended along with the type and maximum capacity (e.g., flow rate) of equipment used. The SWPPP shall call for specific BMPs designed to treat water pumped from trenches and excavations and in no case shall this water be pumped off-site without being treated by the specified BMPs.
9. Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state. Solid and hazardous waste management include providing trash containers and regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, food containers and cups, and providing containers and proper disposal of waste paints, solvents and cleaning compounds. The provision of portable toilets for proper disposal of sanitary sewage and the storage of construction materials should be kept away from drainage courses and low areas.

REQUIREMENTS (continued)

10. All fueling facilities present shall at all times adhere to applicable federal and state regulations concerning underground storage, above ground storage and dispensers.
11. Hazardous wastes that are transported, stored, or used for maintenance, cleaning, or repair shall be managed according to the provisions of the Missouri Hazardous Waste Laws and Regulations.
12. All paint, solvents, petroleum products, petroleum waste products and storage containers such as drums, cans, or cartons shall be stored according to BMPs. The materials exposed to precipitation shall be stored in watertight, structurally sound, closed containers. All containers shall be inspected for leaks or spillage during the inspection of BMPs.
13. Amending/Updating the SWPPP: The permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. The permittee shall amend the SWPPP at a minimum whenever the:
  - a. Design, operation, or maintenance of BMPs is changed;
  - b. Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;
  - c. Permittee's inspections indicate deficiencies in the SWPPP or any BMP;
  - d. Department notifies the permittee in writing of deficiencies in the SWPPP;
  - e. SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or excessive sediment deposits in streams or lakes); and/or
  - f. Department determines violations of water quality standards may occur or have occurred.
14. An individual shall be designated by the permittee as the lead for environmental matters. The lead individual for environmental matters shall have a thorough and demonstrable knowledge of the site's SWPPP and sediment and erosion control practices in general. The lead individual for environmental matters or a designated inspector knowledgeable in erosion, sediment and stormwater control principles shall inspect all structures that function to prevent pollution of waters of the state.
15. Site Inspections Reports: The permittee (or a representative of the permittee) shall conduct regularly scheduled inspections. These inspections shall be conducted by a qualified person, one who is responsible for environmental matters at the site, or a person trained by and directly supervised by the person responsible for environmental matters at the site. For disturbed areas that have not been finally stabilized, all installed BMPs and other pollution control measures shall be inspected for proper installation, operation and maintenance. All stormwater outfalls shall be inspected for evidence of erosion or sediment deposition. When practicable the receiving stream shall also be inspected for 50 feet downstream of the outfall. Any structural or maintenance problems shall be noted in an inspection report and corrected as soon as possible but no more than seven calendar days after the inspection. All BMPs must be inspected in accordance to one of the two schedules listed below, and any changes to the frequency of inspections, including switching between the options listed below, must be documented in the SWPPP:
  - a. At least once every seven calendar days and within 48 hours after any storm event equal to or greater than a 2-year, 24-hour storm has ceased during a normal work day and within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday; or
  - b. Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches of precipitation or greater, or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on your site, you must either keep a properly maintained rain gauge on site, or obtain the storm event information from a weather station for your location.
    - 1) Inspections are only required during the project's normal working hours.

REQUIREMENTS (continued)

- 2) You must conduct an inspection within 24 hours once a storm event has produced 0.25 inches within a 24 hour period, even if the storm event is still continuing.
- 3) If you have elected to inspect every 14 calendar days and there is a storm event at your site that continues for multiple days, and each day of the storm produces 0.25 inches or more of rain, you are required to conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the end of the storm.

The SWPPP must explain how the person responsible for erosion control will be notified when stormwater runoff occurs. If weather conditions prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (including pictures) and there must be a narrative explaining why the work cannot be accomplished within the seven day time period. The documentation must be filed with the regular inspection reports. The permittee shall correct the problem as soon as weather conditions allow. Areas on-site that have been finally stabilized must be inspected at least once per month.

A log of each inspection and copy of the inspection report shall be kept readily accessible and must be available upon request by the Department. Electronic logs are acceptable as long as reports can be provided in a timely manner. If inspection reports are kept off-site, your SWPPP must indicate where they are stored. The inspection report shall be signed by the permittee or by the person performing the inspection if duly authorized to do so. The inspection report is to include the following minimum information:

- a. Inspector's name;
  - b. Date of inspection;
  - c. Observations relative to the effectiveness of the BMPs;
  - d. Actions taken or necessary to correct the observed problem; and
  - e. Listing of areas where land disturbance operations have permanently or temporarily stopped.
16. Notification to All Contractors: The permittee shall be responsible for notifying each contractor or entity (including utility crews and city employees or their agents) who will perform work at the site of the existence of the SWPPP and what action or precautions shall be taken while on-site to minimize the potential for erosion and the potential for damaging any BMP. The permittee is responsible for any damage a subcontractor may do to established BMPs and any subsequent water quality violation resulting from the damage.
  17. Public Notification: The permittee shall post a copy of the public notification sign described by the Department at the main entrance to the site. The public notification sign must be visible from the public road that provides access to the site's main entrance. An alternate location is acceptable provided the public can see it and it is noted in the SWPPP. The public notification sign must remain posted at the site until the permit has been terminated.

OTHER DISCHARGES

1. Release of a hazardous substance must be reported to the department in accordance with 10 CSR 24-3.010. A record of each reportable spill shall be retained with the Stormwater Pollution Prevention Plan (SWPPP) and made available to the department upon request. The department may also require the submittal of a written or electronic report detailing measures taken to clean up the spill within five (5) days of the spill. Such a report must include the type of material spilled, volume, date of spill, date clean-up was completed, clean-up method, and final disposal method. If the spill occurs outside of normal business hours, or if the permit holder cannot reach regional office staff for any reason, the permit holder is instructed to report the spill to the department's 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. Leaving a message on a department staff member voice-mail does not satisfy this reporting requirement.



### REQUIREMENTS (continued)

2. Removed substances: Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

### SAMPLING REQUIREMENTS AND EFFLUENT LIMITATIONS

The Department may require sampling and reporting as a result of illegal discharges, compliance issues, complaint investigations, or other such evidence of contamination from activities at the site. If such an action is needed, the Department will specify in writing any sampling requirements, including such information as location, extent and parameters.

### RECORDS

1. The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site named in the State Operating Permit, results of any monitoring and analysis and all site inspection records required by this general permit. The records shall be accessible during normal business hours. The records shall be retained for a period of at least three years from the date of the Letter of Termination.
2. The permittee shall provide a copy of the SWPPP to the Department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties.
3. The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site.

### LAND PURCHASE AND CHANGE OF OWNERSHIP

1. Federal and Missouri stormwater regulations [10 CSR 20-6.200(1) (B)] require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than one acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size.
2. If the permittee sells any portion of the permitted site to a developer for commercial, industrial, or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting any land disturbance activity. Therefore, the original permittee must amend the SWPPP to show that the property has been sold and therefore no longer under the original permit coverage.
3. Property of any size which is part of a larger common plan of development where the property has been stabilized and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity.
4. If the entire tract is sold to a single entity, then this permit shall be terminated when the new owner obtains a new land disturbance permit for the site.
5. If a portion of a larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre while no permit is required for less than one acre of land sold.

### TERMINATION

1. This permit may be terminated when the project is stabilized. The project is considered to be stabilized when perennial vegetation, pavement, buildings, or structures using permanent materials cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation cover shall be at least 70% over 100% of the site. In order to terminate the permit, the permittee shall notify the Department by submitting Form H Request for Termination of a General Permit.
2. The Cover Page (Certificate Page) of the Master General Permit for Land Disturbance specifies the "effective date" and the "expiration date" of the Master General Permit. The "issued date" along with the "expiration date" will appear on the State Operating Permit issued to the applicant. This permit does not continue administratively beyond the expiration date.
3. Due to the nature of the electronic permitting system, a period of 60 days will be granted at the discretion of the department in order to apply for a new permit after the new version is effective. Applicants must maintain appropriate best management practices during the discretionary period.

### DUTY TO REAPPLY

If the project or development completion date will be after the expiration date of this general permit, then the permittee must reapply to the Department for a new permit. This permit may be applied for and issued electronically once made available by the director in accordance with Section 644.051.10, RSMo.

### MODIFICATION, REVOCATION, AND REOPENING

1. If at any time the Department determines that the quality of waters of the state may be better protected by reopening this permit, or revoking this permit and requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may revoke a general permit and require any person to obtain such an operating permit as authorized by 10 CSR 20-6.010(13) and 10 CSR 20-6.200(1) (B).
2. If this permit is reopened, modified or revoked pursuant to this Section, the permittee retains all rights under Chapter 536 and 644 Revised Statutes of Missouri upon the Department's reissuance of the permit as well as all other forms of administrative, judicial, and equitable relief available under law.

### STANDARD CONDITIONS

These Standard Conditions incorporate permit conditions as required by 40 CFR 122.41 or other applicable state statutes or regulations. These minimum conditions apply unless superseded by requirements specified in the permit.

1. Other Information
  - a. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.
2. Duty to Comply
  - a. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

STANDARD CONDITIONS (continued)

3. Duty to Provide Information
  - a. The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.
  
4. Inspection and Entry
  - a. The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:
    - i. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of the permit;
    - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
    - iii. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
    - iv. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.
  
5. Signatory Requirement
  - a. All permit applications, reports required by the permit, or information requested by the Department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
  - b. The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
  - c. The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.



Missouri  
Department of  
Natural Resources

STORMWATER DISCHARGES  
FROM THIS LAND DISTURBANCE  
SITE ARE AUTHORIZED BY THE  
MISSOURI STATE OPERATING  
PERMIT NUMBER:

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ANYONE WITH QUESTIONS OR  
CONCERNS ABOUT  
STORMWATER DISCHARGES  
FROM THIS SITE, PLEASE  
CONTACT THE MISSOURI  
DEPARTMENT OF NATURAL  
RESOURCES AT

**1-800-361-4827**

**Missouri Department of Natural Resources**  
**Fact Sheet**  
**MO-RA00000**

The Federal Water Pollution Control Act [Clean Water Act (CWA)] Section 402 of Public Law 92-500 (as amended) established the National Pollution Discharge Elimination System (NPDES) permit program. This program regulates the discharge of pollutants from point sources into the waters of the United States, and the release of stormwater from certain point sources. All such discharges are unlawful without a permit (Section 301 of the CWA). After a permit is obtained, a discharge not in compliance with all permit terms and conditions is unlawful. Missouri State Operating Permits (permit) are issued by the Missouri Department of Natural Resources (department) under an approved program, operated in accordance with federal and state laws (Federal CWA and Missouri Clean Water Law Section 644 as amended). Permits are issued for a period of five (5) years unless otherwise specified.

Per 40 CFR 124.56, 40 CFR 124.8, and 10 CSR 20-6.020(1)(A)2., a Fact Sheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the permit. A Fact Sheet is not an enforceable part of an MSOP.

This Fact Sheet is for a:

- Major
- Minor
- Industrial Facility
- Variance
- Master General Permit
- Permit with widespread public interest

**Definitions**

**Common Promotional Plan:** A plan undertaken by one (1) or more persons, to offer lots for sale or lease; where land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated or advertised as a common unit or by a common name or similar names, the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan.

**Immediately:** For the purposes of this permit, immediately should be defined as within 24 hours.

**Infeasible:** Infeasible means not technologically possible, or not economically practicable and achievable in light of best industry practices.

**Larger Common Plan of Development or sale:** A contiguous area where multiple separate and distinct construction activities are occurring under one plan.

**Ordinary High Water Mark:** The line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation and/or the presence of litter and debris.

**Peripheral:** For the purposes of this permit, peripheral should be defined as the outermost boundary of the area that will be disturbed.

**Permanently:** For the purposes of this permit, permanently should be defined as any activity that has been ceased without any intentions of future disturbance.

Waters of the state: Section 644.016.1(27) RSMo. defines waters of the state as, "All waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common."

### Part I – Facility Information

Facility Type: Industrial Stormwater  
Facility Description: Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit establishes a SWPPP requirement to minimize pollutants of concern from this type of facility or for all facilities covered under this permit. 10 CSR 20-6.200(6)(A)7. specifies that "general permits shall contain BMP requirements and/or monitoring and reporting requirements to keep the stormwater from becoming contaminated." Local conditions are not considered when developing conditions for a general permit. A facility may apply for a site-specific permit if they desire a review of site-specific conditions.

While drafting this permit for renewal, the department hosted four public meetings held on January 27, February 24, April 18, and May 19, 2016, which allowed stakeholders to voice concerns about conditions within the permit and submit comments during the period of initial stakeholder involvement. These concerns were taken into consideration when drafting the permit. In addition to these meetings, the department also held an informal review period for stakeholders to review the draft prior to the 30 day public comment period.

### Part II – Receiving Stream Information

#### **APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:**

Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

Please mark all appropriate designated waters of the state categories of the receiving stream.

- Missouri or Mississippi River [10 CSR 20-7.015(2)]
- Lakes or Reservoirs [10 CSR 20-7.015(3)]
- Losing Streams [10 CSR 20-7.015(4)]
- Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- Special Streams [10 CSR 20-7.015(6)]
- Subsurface Waters [10 CSR 20-7.015(7)]
- All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1<sup>st</sup> classified receiving stream's beneficial water uses shall be maintained in accordance with 10 CSR 20-7.031(4). The BMP requirement established by this permit are intended to be protective of all streams that fall within the categories of receiving water bodies indicated above. A general permit does not take into consideration site-specific conditions.

### Part III – Applicability

Condition number 8 was expanded to include a more comprehensive list of state and federal requirements that must be taken into consideration.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the United States Fish and Wildlife Service. For more information about requirements of the Endangered Species Act, please visit the following links:

1. To determine the potential for species of concern within or near a project, please visit the United States Fish and Wildlife Services' "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.
2. If there are listed species in the county or township, check to see if critical habitat has been designated and if that area overlaps or is near the project area. Critical habitat designations and associated requirements may also be found at 50 CFR Parts 17 and 226. For additional information, use the map view tool at <http://criticalhabitat.fws.gov/crithab/> to find data specific to your state and county.

The Missouri Department of Conservation's internet site for the Natural Heritage Review may be very helpful and can be found at the following link, <http://mdcgis.mdc.mo.gov/heritage/newheritage/heritage.htm>.

### Part IV – Exemptions

Condition Number 2 was added to cite all state exemptions from permitting requirements, combining several previous cited exemptions into one condition and reference. This includes an exemption for linear construction where the entire disturbance, including clearing of land to access the linear disturbance, is less than two feet in width.

Condition Number 3 was added to cite federal regulations that exclude land disturbance projects as related to the installation or maintenance work for oil and gas related activities.

### Part V – Rationale of Technology Based Limitations & Permit Conditions

#### **303(d) LIST & TOTAL MAXIMUM DAILY LOAD (TMDL):**

Section 303(d) of the Federal CWA requires that each state identify waters that are not meeting Water Quality Standards and for which adequate water pollution controls have not been required. Water Quality Standards protect such beneficial uses of water as whole body contact, maintaining fish and other aquatic life, and providing drinking water for people, livestock, and wildlife. The 303(d) list helps state and federal agencies keep track of waters that are impaired but not addressed by normal water pollution control programs.

#### **ANTI-BACKSLIDING:**

A provision in the Federal Regulations [CWA Section 303(d) (4); CWA Section 402(c); 40 CFR Part 122.44(l)] that requires a reissued permit to be as stringent as the previous permit with some exceptions.

- Applicable: Backsliding proposed in this permit conforms to the anti-backsliding provisions of Section 402(o) of the CWA and 40 CFR 122.44. The department has determined that technical mistakes were made in the previous permit [CWA 402(o)(2)(B)(ii)]. The Settleable Solids limitation was removed since has been determined to not be adequate in protecting water quality in all areas of the state. Increased technology based best management practices will protect water quality at a similar if not more protective level.

**ANTIDegradation:**

Antidegradation policies ensure protection of water quality for a particular water body on a pollutant by pollutant basis to ensure Water Quality Standards are maintained to support beneficial uses such as fish and wildlife propagation and recreation on and in the water. This also includes special protection of waters designated as an Outstanding National Resource Water or Outstanding State Resource Water [10 CSR 20-7.031(3) (C)]. Antidegradation policies are adopted to minimize adverse effects on water. The department has determined that the best avenue forward for implementing the Antidegradation requirements into general permits is by requiring the appropriate development and maintenance of a SWPPP. The SWPPP must identify all Best Management Practices (BMPs) that are reasonable and effective, taking into account environmental impacts and costs. This analysis must document why no discharge or no exposure options are not feasible at the facility. This selection and documentation of appropriate control measures will then serve as the analysis of alternatives and fulfill the requirements of the Antidegradation Rule and Implementation Procedure 10 CSR 20-7.031(3) and 10 CSR 20-7.015(9)(A)5.

Any facility seeking coverage under this permit, which undergoes expansion or discharges a new pollutant of concern, must update their SWPPP and select new BMPs that are reasonable and cost effective. New facilities seeking coverage under this permit are required to develop a SWPPP that includes this analysis and documentation of appropriate BMPs. Renewal of coverage for a facility requires a review of the SWPPP to assure that the selected BMPs continue to be appropriate.

- Applicable: The main pollutant of concern in this permit is sediment. Compliance with the technology based limitations established in this permit for the protection of General Criteria, along with the evaluation and implementation of BMPs as documented in the SWPPP, meets the requirements of Missouri's Antidegradation Review [10 CSR 20-7.031(3), 10 CSR 20-7.031 Table A, and 10 CSR 20-7.015(9)(A)5].

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP):**

In accordance with 40 CFR 122.44(3)(k) Best Management Practices (BMPs), BMPs are implemented to control or abate the discharge of pollutants when: (1) Authorized under Section 304(e) of the CWA for the control of toxic pollutants and hazardous substances from ancillary industrial activities; (2) Authorized under Section 402(p) of the CWA for the control of stormwater discharges; (3) Numeric effluent limitations are infeasible; or (4) The practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA.

In accordance with Developing Your Stormwater Pollution Prevention Plan, a Guide for Construction Sites (EPA 833-R-06-004; [https://www3.epa.gov/npdes/pubs/sw\\_swppp\\_guide.pdf](https://www3.epa.gov/npdes/pubs/sw_swppp_guide.pdf)) published by the United States Environmental Protection Agency (EPA) in May 2007, BMPs are measures or practices used to reduce the amount of pollution entering waters of the state. BMPs may take the form of a process, activity, or physical structure. EPA developed resources and tools related to construction stormwater along with the BMPs to control and minimize stormwater (<https://www.epa.gov/npdes/stormwater-discharges-construction-activities#resources>). Along with EPA's resources and tools, the International Stormwater BMP database ([www.bmpdatabase.org/index.htm](http://www.bmpdatabase.org/index.htm)) may provide guidance on BMPs appropriate for specific industries.

Additionally in accordance with Stormwater Management, a SWPPP is a series of steps and activities to (1) identify sources of pollution or contamination, and (2) select and carry out actions which prevent or control the pollution of stormwater discharges.

- Applicable: A SWPPP shall be developed and implemented for each site and shall incorporate required practices identified by the department with jurisdiction, incorporate erosion control practices specific to site conditions, and provide for maintenance and adherence to the plan.

The new permit has been revised to allow permittees to store SWPPP documents electronically as long as they can be provided in an expedient manner.



**WATER QUALITY STANDARDS:**

Per 10 CSR 20-7.031(4), General Criteria shall be applicable to all waters of the state at all times, including mixing zones. Additionally, 40 CFR 122.44(d)(1) directs the department to include in each NPDES permit conditions to achieve water quality established under Section 303 of the CWA, including state narrative criteria for water quality.

General Criteria. The following water quality criteria shall be applicable to all waters of the state at all times. No water contaminant, by itself or in combination with other substances, shall prevent the waters of the state from meeting the following conditions:

- (1) Waters shall be free from substances in sufficient amounts to cause the formation of putrescent, unsightly or harmful bottom deposits, or prevent full maintenance of beneficial uses;
- (2) Waters shall be free from oil, scum, and floating debris in sufficient amounts to be unsightly or prevent full maintenance of beneficial uses;
- (3) Waters shall be free from substances in sufficient amounts to cause unsightly color or turbidity, offensive odor, or prevent full maintenance of beneficial uses;
- (4) Waters shall be free from substances or conditions in sufficient amounts to result in toxicity to human, animal, or aquatic life;
- (5) There shall be no significant human health hazard from incidental contact with the water;
- (6) There shall be no acute toxicity to livestock or wildlife watering;
- (7) Waters shall be free from physical, chemical, or hydrologic changes that would impair the natural biological community;
- (8) Waters shall be free from used tires, car bodies, appliances, demolition debris, used vehicles or equipment, and solid waste as defined in Missouri Solid Waste Law, Section 260.200, RSMo, except as the use of such materials is specifically permitted pursuant to Section 260.200-260.247, RSMo.

The settleable solids requirement was removed from this permit and was replaced with additional, more specific, BMP requirements. The settleable solids limit was determined not to be protective of all waters across the state, therefore, it was removed.

Additional BMPs added to the permit will provide for more consistency across the state. Examples of these BMPs include requirements to:

- Install and maintain perimeter controls along areas of the site that will receive pollutant discharges;
- Minimize sediment trackout from the site;
- Capture or treat runoff up to and including a 2-year, 24-hour storm event; and
- Direct stormwater to vegetated areas.

The minimum buffer width was increased from 25 feet to 50 feet. Studies have shown that a 50 foot vegetative buffer more adequately treats sediment from stormwater discharges. This appears to be standard in EPA's permit as well as in many other states.

In order to design controls that match the sediment removal efficiency of a 50- foot buffer, first you must know what this efficiency is for your site. The sediment removal efficiencies of natural buffers vary according to a number of site-specific factors, including precipitation, soil type, land cover, slope length, width, steepness, and the types of sediment controls used to reduce the discharge of sediment prior to the buffer.

Sediment removal efficiencies are based on the U.S. Department of Agriculture's RUSLE2 (Revised Universal Soil Loss Equation 2) model for slope profiles using a 100-foot long exposed slopes.

Sediment removal is defined as the annual sediment delivered at the downstream end of the 50-foot natural buffer (tons/yr/acre) divided by the annual yield from cleared area (tons/yr/acre).

Sediment removal is in part a function of (1) a perimeter control (i.e., silt fence) located between the disturbed portion of the site and the upland edge of the natural buffer and (2) stormwater flows traveling through a 50-foot buffer of undisturbed natural vegetation.

Additional guidance may be found at [https://www.epa.gov/sites/production/files/2015-10/documents/cgp2012\\_appendixg.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/cgp2012_appendixg.pdf).

Inspection frequencies: Site inspection frequencies have been changed from the previous permit based upon guidance from the US EPA and from stakeholder discussions. These frequencies will allow flexibility but will still allow for frequent enough inspections to ensure that all BMPs are adequately functioning.

### **Part VI – Effluent Limitations Determination**

In this general permit, Technology-Based Effluent Limitations are established through the SWPPP and BMP requirements. Effective BMPs may have to be designed on a site-specific basis. The concurrent implementation of monitoring and benchmarks provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality.

### **Part VII – Land Purchase and Change of Ownership**

A “larger common plan of development or sale” is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan. This term is used in conjunction with common promotional plan, as defined in §644, RSMo.

Any portion of a project that is sold to a developer is still considered part of a larger common plan of development or sale and will require a permit.

If a portion of a site is sold to an individual for the purpose of building his or her private residence:

- A permit is required if the portion of land sold is equal to or greater than one acre.
- A permit is not required if the portion of land sold is less than one acre.

### **Part VIII – Termination**

The word ‘plant density’ was removed from the first paragraph since the department determined that percent of vegetative cover more accurately describes the vegetative requirements of this permit. This decision was made after discussion within the department and with stakeholders.

It is preferable that temporary BMPs such as sediment fence be removed prior to permit termination to eliminate potential solid waste issues that may occur as a result of unnecessary and unmaintained BMPs.

### **Part IX – Duty to Reapply**

This section has been revised to reflect the current applicable statutes which require applicants to submit an application for coverage electronically as soon as they are made available by the director. The determination was made that facilities do not need to submit an application 30 days prior to expiration because this permit does not administratively continue. Additionally, due to limitations within the electronic system currently used to issue permits, the department will use its discretion to allow existing permit holders a period of 60 days to reapply after the new version of the permit is effective. The department will announce the availability status of the new permit and the process to reapply at least 30 days prior to the expiration of the existing permit.

**Part X – Standard Conditions**

This section was revised to only include the specific standard conditions that apply to this permit. All other conditions have been removed.

**Part XI – Administrative Requirements**

On the basis of preliminary staff review and applicable standards and regulations, the department, as administrative agent for the Missouri Clean Water Commission, proposes to issue a permit(s) subject to certain effluent limitations, schedules, and special conditions contained herein and within the permit. The proposed determinations are tentative pending public comment.

**PUBLIC NOTICE:**

The department shall give public notice that a draft permit has been prepared and its issuance is pending. Additionally, public notice will be issued if a public hearing is to be held because of a significant degree of interest or because of water quality concerns related to a draft permit. No public notice is required when a request for a permit modification or termination is denied; however, the requester and facility must be notified of the denial in writing.

The department must give public notice of a pending permit or of a new or reissued Missouri State Operating Permit. The public comment period is a length of time not less than thirty (30) days following the date of the public notice, during which interested persons may submit written comments about the proposed permit.

For persons wanting to submit comments regarding this proposed permit, please refer to the Public Notice page located at the front of this draft permit. The Public Notice page gives direction on how and where to submit appropriate comments.

- The Public Notice period seeking comments on this permit occurred from September 2, 2016 to October 3, 2016.

DATE OF FACT SHEET: 8/23/2016; REVISED 11/30/2016

COMPLETED BY:  
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# APPENDIX D

**Reportable Quantity Release Form**



# APPENDIX E

## Inspection Report

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# STORMWATER CONSTRUCTION SITE INSPECTION REPORT

## GENERAL INFORMATION

Project Name:	
Location:	
Date of Inspection:	Start/End Time:
Inspector's Name:	
Inspector's Title:	
Inspector's Contact Information:	
Describe present phase of construction:	
Type of Inspection: <input type="checkbox"/> Regular <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event	

## WEATHER INFORMATION

Has there been a storm event since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide:		
Storm Start Date & Time:	Storm Duration (hrs):	Approximate Amount of Precipitation (in):
Weather at time of this inspection?		
<input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds		
<input type="checkbox"/> Other:		Temperature:
Have any discharges occurred since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, describe:		
Are there any discharges at the time of inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, describe:		

## CERTIFICATION STATEMENT

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Inspector

Printed Name and Title

Date

**OVERALL SITE ISSUES**

*Below are some general site issues that should be assessed during inspections. Customize this list as needed for conditions at your site.*

<b>BMP/activity</b>	<b>Implemented?</b>	<b>Maintenance Required?</b>	<b>Corrective Action Needed and Notes</b>
1. All inactive slopes and disturbed areas have been stabilized.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Are all sanitary waste receptacles placed in secondary containment and free of leaks?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Are storm drain inlets properly protected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. (Other)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

# APPENDIX F

**BMP Detail Sheets**

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## **TEMPORARY AND PERMANENT SEEDING AND MULCHING**

Establishment of vegetation by spreading grass seed designed to protect exposed soil from erosion by eliminating direct impact of precipitation and slowing overland flow rates. Once established, the vegetative cover will also filter pollutants from the runoff.

### APPROPRIATE APPLICATIONS:

Exposed soil after a phase of rough or finish grading has been completed, or areas where no activity will occur for 14 days.

### CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Sheet flow and concentrated flow (additional stabilization is necessary).

Minimum Rates: Permanent seeding should consist of 90% tall fescue and 10% annual ryegrass. Seed mixture should be applied at 400 pounds/acre. Temporary seeding shall consist of any combination of tall fescue, annual ryegrass, millet, wheat or oats. Seed mixture should be applied at 200 pounds/acre. Dormant season seeding, seed mix should consist of 80% tall fescue, 10% annual ryegrass and 10% spring oats. Seed mixture is to be applied at 600 pounds/acre.

Acceptable Dates: Permanent seeding may be done March 1 to June 1 and August 15 to November 1. Temporary seeding can occur during any season, however winter is the least tolerant. Dormant season seeding includes December 15 to February 29.

### WHEN BMP IS TO BE INSTALLED:

Seed and mulch should be applied immediately after rough or finished grading is completed.

### STANDARDS AND SPECIFICATIONS:

Install upstream BMPs to prevent erosion and protect the area to be seeded. Complete grading and remove all debris larger than 1 inch. Loosen compacted soils to a depth of 4 inches. Groove or furrow on the contour if necessary. Spread loose topsoil at a depth of 4 inches. Soil amendments should be applied per soil tests. When these are not available, lime shall be applied at the rate of 1500 pounds effective neutralizing material per acre. Soils with a pH of six Boone County, Missouri Stormwater Design Manual Stormwater Program Erosion and Sediment Control Chapter 8, Page 9 or higher need not be limed. When soil tests are not available, a 13-13-13 grade fertilizer shall be applied at a rate of 500 pounds/acre for permanent seeding and a 10-10-10 grade fertilizer shall be applied at the rate of 200 pounds/acre. Mix soil amendments (lime, fertilizer, etc.) into the top 4 inches of soil. Plant seed ¼ to ½ inches deep using a cyclone seeder, drill, cultipacker seeder, or hydro-seeder. Roll lightly to firm surface. Cover seeded area with mulch. Install additional stabilization (erosion control blankets, netting, bonded fiber matrix, etc.) on slopes steeper than 3:1 and in areas of concentrated flow. Water seeded area immediately. Provide enough water to soak 4 inches into the soil without causing runoff.

### OPERATION AND MAINTENANCE PROCEDURES:

Inspect at least weekly and after every storm. Protect seeded areas from vehicular and foot traffic. Reseed and mulch areas that have not sprouted within 21 days of planting. Repair damaged or eroded areas and reseed/mulch and stabilize as needed. Do not mow until 4 inches of growth occurs. During the first 4 months, mow no more than 1/3 the grass height.

## **CONSTRUCTION ENTRANCE/EXIT**

A stabilized entrance to a construction site which is designed to minimize the amount of sediment tracked from the site on vehicles and equipment. Mud and sediment fall off of tires as they travel along the stabilized entrance.

### APPROPRIATE APPLICATIONS:

At locations where it is safe for construction vehicles and equipment to access existing streets, preferably at the location of future streets or drives.

### CONDITIONS FOR EFFECTIVE USE:

Site conditions will dictate design and need. Ditches or pipes, if needed, sized for 15 year, 20 minute storm; HGL 6" below surface of entrance.

### WHEN BMP IS TO BE INSTALLED:

Install stabilized construction entrance/exit prior to vehicles or equipment accessing unpaved areas. This will most likely be the first BMP to be installed on the site.

### STANDARDS AND SPECIFICATIONS:

Limit the points of entrance/exit to the construction site. Properly grade and compact each construction entrance/exit to prevent runoff from leaving the site. Install culvert under entrance if needed to maintain positive drainage. Place fabric and cover with aggregate, forming a diversion across the entrance, if needed, to direct runoff away from the roadway. Require all employees, subcontractors, and suppliers to utilize the stabilized construction access.

### OPERATION AND MAINTENANCE PROCEDURES:

Inspect routinely for damage and assess effectiveness of the BMP. Remove sediment and clods of dirt from construction entrance continuously. Replace rock, as necessary, to maintain a clean surface for traffic. Repair any areas that have settled. Keep all temporary roadway ditches clear. Immediately remove any mud or debris tracked onto paved surfaces.

### SITE CONDITIONS FOR REMOVAL:

Remove when vehicles and equipment will no longer require access to unpaved areas.

STANDARD DRAWING: See Project Plans.

## SILT FENCE

A silt fence is a length of filter fabric stretched between anchoring posts spaced at regular intervals along the site at low/downslope areas. The filter fabric should be entrenched in the ground at least 6". When installed correctly and inspected frequently, silt fences encourages the ponding of runoff and can be an effective barrier to sediment leaving the site.

### APPROPRIATE APPLICATIONS:

Installed along slopes, at base of slopes, and around the perimeter of a site as a final barrier to sediment being carried off site. Silt fence should not be used in areas of concentrated flow or as check dams.

### CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Sheet flow only

Contributing Area: Drainage area should not exceed 0.25 acres per 100-foot fence length.

Slope Length: The slope length above the fence should not exceed 100 feet.

### WHEN BMP IS TO BE INSTALLED:

Silt fence should be installed prior to disturbance of natural vegetation and at intervals during construction of fill slopes.

### STANDARDS AND SPECIFICATIONS:

If a standard-strength fabric is used, it can be reinforced with wire mesh behind the filter fabric. This increases the effective life of the fence. The maximum life expectancy for synthetic fabric silt fences is about 6 months, depending on the amount of rainfall and runoff. The fence should be designed to withstand the runoff from a 10-year peak storm event. Generally, drive posts for fence line, dig trench to required dimensions in front of posts for fabric burial, attach wire mesh to posts (if necessary), attach fabric to posts-allowing required length below ground level to run fabric along bottom of trench, and backfill and compact soil in trench to protect and anchor fabric. Alternate (and actually preferred) construction procedures include installing the fence by slicing it into the ground with specialized equipment.

### OPERATION AND MAINTENANCE PROCEDURES:

Inspect at least every week and after every storm. Monitor and remove sediment buildup that is deeper than ½ the fence height. Replace torn/clogged fabric; repair loose fabric. Repair unstable or broken posts. Stabilize any areas susceptible to undermining. Add additional fencing if necessary to provide adequate protection.

### SITE CONDITIONS FOR REMOVAL:

After permanent vegetation of slope is established, remove fence, regrade trench area and vegetate.

STANDARD DRAWING: See Project Plans.

## **CHECK DAMS (DITCH CHECKS)**

Check dams reduce scour and channel erosion by reducing flow velocity and encouraging sediment settlement. A check dam is a small device constructed of rock, gravel bags, sandbags, fiber rolls, or other proprietary product placed across a natural or man-made channel or drainage ditch.

### APPROPRIATE APPLICATIONS:

Check dams can be placed at intervals along drainage swales or channels. The top of the downstream check dam should be level with the base of the upstream check dam. Check dams can also be used during the establishment of grass linings in drainage ditches or channels or in temporary ditches where the short length of service does not warrant establishment of erosion-resistant linings. Not to be used in streams.

### CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Moderate concentrated flow.

### WHEN BMP IS TO BE INSTALLED:

Check dams can be installed prior to disturbance of natural vegetation in the contributing drainage area or immediately after construction of a drainage way.

### STANDARDS AND SPECIFICATIONS:

Check dams should be placed at a distance and height to allow small pools to form behind them. Install the first check dam approximately 16 feet from the outfall device and at regular intervals based on slope gradient and soil type. For multiple check dam installation, backwater from the downstream check dam should reach the toe of the upstream dam. High flows (typically a 2-year storm or larger) should safely flow over the check dam without an increase in upstream flooding.

### OPERATION AND MAINTENANCE PROCEDURES:

Inspect at least every week and after every storm. Remove trash and leaf accumulation. Remove sediment when depth reaches one-half of the check dam height. Repair/restore dam structure, if necessary, to original configuration to protect the banks.

### SITE CONDITIONS FOR REMOVAL:

Remove after contributing areas have been adequately stabilized and vegetation is adequately established in drainage way. Regrade and vegetate the area.

STANDARD DRAWING: See Project Plans.



## OUTLETS/VELOCITY DISSIPATION DEVICES

These devices are placed at pipe and drainage swale outlets to prevent scour and reduce the velocity and/or energy of storm water flows. These devices protect the receiving area from erosion.

### APPROPRIATE APPLICATIONS:

These devices may be used at the following locations: outlets of pipes, drains, culverts, slope drains, diversion ditches, swales, conduits or channels, outlets located at the bottom of mild to steep slopes, discharge outlets that carry continuous flows of water, outlets subject to short, intense flows of water, such as flash floods, points where lined conveyances to unlined conveyances, and at emergency overflows or outlet pipes of a sediment basin.

### CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Concentrated flow

### WHEN BMP IS TO BE INSTALLED:

Energy dissipation devices should be installed with the construction of the upstream BMP or pipe that creates a concentrated discharge.

### STANDARDS AND SPECIFICATIONS:

Install riprap, concrete apron, etc. at selected outlet. Riprap aprons are best suited for temporary use during construction. Carefully place riprap to avoid damaging the filter fabric. Align the apron with the receiving stream and keep straight throughout its length. If a curve is needed to fit site conditions, place it in the upper section of the apron. If the size of the apron riprap is comprised of large rocks, protect the underlying filter fabric with a gravel blanket. Outlets on slopes steeper than 10% need additional protection.

### OPERATION AND MAINTENANCE PROCEDURES:

Inspect at least every week and after every storm during construction. Remove sediment and trash accumulation. Inspect apron for displacement of the riprap and/or damage to the underlying fabric. Repair fabric and replace riprap that has washed away. Inspect for scour beneath the riprap and around the outlet. Repair damage to slopes immediately, extend the pad or place larger rock, as needed.

### SITE CONDITIONS FOR REMOVAL:

Temporary devices need to be completely removed as soon as the surrounding drainage area has been stabilized, or at the completion of construction.

STANDARD DRAWING: See Project Plans.

## **CURB AND GUTTER INLET PROTECTION**

A temporary sediment control barrier consisting of a filter media, such as compost filter socks, gravel and mesh, sandbags, gravel bags, etc., around a curb and gutter inlet designed to prevent sediment from entering the storm sewer. Shallow temporary ponding may occur during and after rainfall events.

### APPROPRIATE APPLICATIONS:

Place protection at inlets where runoff may contain sediment-laden water.

### CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Sheet flow and concentrated flow. Contributing Area: Maximum of 1 acre.

### WHEN BMP IS TO BE INSTALLED:

Install inlet protection immediately after installation of the inlet, or prior to land disturbing activities beginning on the contributing upstream area to the inlet.

### STANDARDS AND SPECIFICATIONS:

Typical types of curb and gutter inlet protection include: fabricated inlet filters (follow manufacturer's instructions), compost filter sock (make sure that both ends of the sock are anchored accordingly), gravel and wire mesh (construct and anchor wood frame, fasten wire mesh and fabric to frame and place the gravel on top of the entire structure), sandbags and gravel bags (may be placed either as a j-hook on the upstream end of the inlet or as a full barrier, sometimes stacked 2 bags high, across the entire opening of the inlet). Incorporate an overflow bypass into the inlet protection structure in areas, such as heavy traffic streets, where excessive ponding of water around the inlet may become a safety issue. Sediment controls behind the curb will be necessary to prevent the discharge of sediment in these bypasses.

### OPERATION AND MAINTENANCE PROCEDURES:

Inspect inlet protection of all media types weekly and after each ½" rainfall event to make sure they are functioning properly. Remove trash and debris. Remove sediment from the inlet protection when half of the protection structure height has been filled. Repair elements to original configuration as needed.

### SITE CONDITIONS FOR REMOVAL:

Remove after contributing drainage areas have been adequately stabilized.

### STANDARD DRAWING:

See construction plans

## **DROP INLET PROTECTION**

A temporary sediment control barrier consisting of a filter fabric around a recessed area inlet designed to prevent sediment from entering the storm sewer. Shallow temporary ponding may occur during and after rainfall events.

### APPROPRIATE APPLICATIONS:

At recessed area or yard inlets where runoff may contain sediment-laden water.

### CONDITIONS FOR EFFECTIVE USE:

Type of Flow: Sheet flow and concentrated flow.

Contributing Area: Maximum of 1 acre.

### WHEN BMP IS TO BE INSTALLED:

Place inlet protection immediately after installation of the inlet, or prior to land disturbing activities beginning on the contributing upstream area to the inlet.

### STANDARDS AND SPECIFICATIONS:

Typical types of drop inlet protection include: manufactured filtering product or silt fence frames. Follow the manufacture's instruction for placement of proprietary products. For the silt fence protection, install a wood frame, dig a trench around the inlet for fabric to be buried, fasten fabric tightly to frame, backfill and compact trench. Alternatively, a sod filter can be installed by preparing and fertilizing the soil around the inlet and installing sod for a distance of at least 4 feet in each direction. The sod should be staked, stapled and/or netted at the corners and center of sod strips as required and then watered immediately. For safety, inlet protection structures which pond water onto streets, parking lots or driveways should be designed to have some method for allowing excess water from large storms to bypass or overflow.

### OPERATION AND MAINTENANCE PROCEDURES:

Inspect inlet protection of all media types weekly and after each significant rainfall event to make sure they are functioning properly. Remove trash and debris. Remove sediment from the inlet protection when half of the protection structure height has been filled. Repair elements to original configuration as needed.

### SITE CONDITIONS FOR REMOVAL:

Remove after contributing drainage areas have been adequately stabilized.

### STANDARD DRAWING:

See construction plans

## **NON-SEDIMENT POLLUTION CONTROL**

These control measures are designed to prohibit chemicals, hazardous materials, solid waste, human waste and construction debris from polluting stormwater. Pollutants carried in solution or as surface films on runoff will be carried through most erosion control and sediment capture BMPs. Keeping substances like fuel, oil, asphalt, paint, solvents, fertilizer, soil additives, concrete wash water, solid waste, human waste and construction debris from polluting runoff can be accomplished to a large extent through good housekeeping on the site and following the manufacturer's recommendations for disposal.

### APPROPRIATE APPLICATIONS:

Temporary sanitary facilities, collection, storage and fueling areas should be located onsite in an area that does not receive a substantial amount of runoff from upland areas and does not drain directly to lakes, creeks, streams, rivers, sewers, groundwater, wetlands, or road ditches.

### CONDITIONS FOR EFFECTIVE USE:

An effective management system requires training and signage to promote proper storage, handling and disposal of materials, and follow up observations of actions and inspection of storage areas by management. Plans should contain notes clearly stating requirements for addressing potential pollutants.

### WHEN BMP IS TO BE INSTALLED:

Pollution control practices should begin immediately and continue throughout the project.

### STANDARDS AND SPECIFICATIONS:

Place waste receptacles near area of work. All fueling facilities present on the site shall adhere to applicable federal and state regulations concerning underground storage, above ground storage, and dispensers. Hazardous wastes shall be managed according to Missouri Hazardous Waste Laws and Regulations. Install appropriate signage. Post guidelines for proper handling, storage and disposal of materials, and emergency spill cleanup on site. Provide sufficient temporary toilet facilities to serve the number of workers on the site.

### OPERATION AND MAINTENANCE PROCEDURES:

Inspect activities on a regular basis. Inspect storage areas and control devices at least every week and after every storm. Maintenance of temporary toilet facilities should be frequent and thorough. Make necessary corrections and repairs.

### SITE CONDITIONS FOR REMOVAL:

Remove after contributing drainage areas have been adequately stabilized.

STANDARD NOTES:

General pollution notes:

1. Handling and disposal of hazardous materials:

DO: Prevent spills

Use up products completely

Follow label directions for disposal

Remove lids from empty bottles and cans when disposing in trash

Recycle wastes whenever possible

DON'T: Don't pour waste into sewers or waterways on the ground

Don't pour waste down the sink, floor drain or septic tanks

Don't bury chemicals or containers, or dispose of them with other waste

Don't burn chemicals or containers

Don't mix chemicals together

2. Containers shall be provided for collection of all waste material including construction debris, trash, petroleum products and any hazardous materials to be used onsite. All waste material shall be disposed of at facilities approved for that material.

3. No waste materials shall be buried on-site.

4. Mixing, pumping, transferring or otherwise handling construction chemicals such as fertilizer, lime, asphalt, concrete drying compounds, and all other potentially hazardous materials shall be performed in an area away from any watercourse, ditch or storm drain.

5. Equipment fueling and maintenance, oil changing, etc., shall be performed only in an area designated for that purpose. The designated area is equipped for recycling oil and catching spills.

6. Concrete wash water shall not be allowed to flow directly to storm sewers, streams, ditches, lakes, etc without being treated. A sump or pit shall be constructed to contain concrete wash water.

7. All paint, solvents, petroleum products and petroleum waste products, and storage containers (such as drums, cans, or cartons) shall be stored according to BMPs. The materials exposed to precipitation shall be stored in watertight, structurally sound, closed containers. All containers shall be inspected for leaks or spillage during the once per week inspection of BMPs. If substances such as oil, diesel fuel, hydraulic fluid, antifreeze, etc. are spilled, leaked, or released onto soil, the soil shall be dug up and properly disposed of. Spills on pavement shall be absorbed with sawdust, kitty litter or product designed for that purpose and disposed of at a licensed sanitary landfill. Hazardous or industrial wastes such as most solvents, gasoline, oil-based paints, and cement curing compounds require special handling. These materials will be removed from the site and recycled or disposed of in accordance with MoDNR requirements.

8. State law requires the party responsible for a petroleum product spill in excess of 50 gallons to report the spill to MoDNR (537-634-2436) as soon as practical after discovery. Federal law requires the responsible party to report any release of oil if it reaches or threatens a sewer, lake, creek, stream, river, groundwater, wetland, or area, like a road ditch, that drains into one of the above.

9. Sufficient temporary toilet facilities to serve the number of workers on the site shall be provided. The facilities shall be serviced frequently to maintain a sanitary condition.

# **APPENDIX G**

## **Public Water Supply District #9 Specifications**

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# Specifications For Water Main Construction



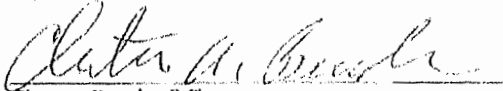
Public Water Supply District #9

Boone County, Missouri


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Last Revision 4/3/14

Approved by:

  
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4/9/14

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**SPECIFICATIONS FOR WATER MAIN CONSTRUCTION**  
PUBLIC WATER SUPPLY DISTRICT #9  
BOONE COUNTY, MISSOURI

## 1. Authority

THESE SPECIFICATIONS ARE DRAWN AND APPROVED BY THE BOARD OF DIRECTOR'S OF PUBLIC WATER SUPPLY DISTRICT NO. 9 OF BOONE COUNTY, MISSOURI AND SHALL BE ENFORCED, AND NO PART THEREOF ALTERED WITHOUT APPROVAL OF SAID BOARD OR THEIR DULY APPOINTED REPRESENTATIVE.

## 2. Intents and Definitions

THE INTENT OF THESE SPECIFICATIONS IS TO SPECIFY THE TYPE AND QUALITY OF ALL WATER MAIN MATERIALS, THE METHOD AND PROCEDURE OF CONSTRUCTION, THE INSPECTIONS AND TESTING METHODS, AND THE TERMS OF ACCEPTANCE BY PUBLIC WATER SUPPLY DISTRICT NO. 9 OF ANY WATER MAIN WORK OR EXTENSION ON ANY MAIN OR MAINS, THAT ARE OR WILL BE AN ACTIVE PART OF THE WATER SYSTEM OF PUBLIC WATER SUPPLY DISTRICT NO. 9 OF BOONE COUNTY, MISSOURI.

### 2.1. Definitions:

- 2.1.1. **District:** Public Water Supply District No. 9 of Boone County, Missouri.
- 2.1.2. **Staff:** Employees of Public Water Supply District No. 9.
- 2.1.3. **Engineer:** Firm employed by the District for Engineering purposes.
- 2.1.4. **Inspector:** The technical inspector or inspectors authorized by the District, limited in each case to the particular duties entrusted to him or them.
- 2.1.5. **Contractor:** Any person or firm doing any type of work on a water main.
- 2.1.6. **Owner:** Any person owning rights to or sponsoring any work pertaining to water main work, such as a landowner or developer.
- 2.1.7. **AWWA:** American Water Works Association
- 2.1.8. **Or Equal:** Any part or fitting submitted to Public Water Supply District No. 9 for evaluation and determined by the District to be equal in quality and performance to any currently specified acceptable manufacturer and model.

## 3. Responsibilities of Contractor and Owner

- 3.1. The owner shall be responsible for the proper location and grade of the proposed extension and appurtenances based upon plans approved by the District. Property Irons, or accurately placed laths, shall be provided at key lot corners, particularly at intersections and curves. The main shall not be located solely from street centerline markers. The street must be cut or filled to final subgrade prior to installation of the water main extension. Possible problems with sanitary sewers, manholes, storm sewers, and drop inlets must be marked and sizes and depths indicated. Failure to provide the above requirements will result in suspension of the work.
- 3.2. All waterlines and/or facilities shall be installed by the District or a District approved contractor, except if the Owner can satisfy the District that the Owners contractor is competent, qualified and creditworthy. The Owner shall employ skilled workmen under the supervision of a foreman, experienced in water main construction. The inspector may suspend work until, in his opinion, skilled personnel are provided.

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- 3.3. The **Owner** or **Developer** shall be responsible for any failure of the main extension that can be attributed to faulty workmanship or defective materials, and for maintenance of backfilled areas for one year after completion of the work. The completion date shall be established by the Board, based on the report of the inspector. The Owner or Developer shall be responsible for any cost incurred by the District for any work District crews must perform to water main or appurtenances during construction and for (2) full years after acceptance by the District of the completed work.
- 3.4. The Owner shall be responsible for providing necessary easements in the name of the District and, after completion of the work, for transferring ownership of the mains to the District. Failure to provide these documents will result in a refusal of the Water District to make service connections to the mains concerned.
- 3.5. The Owner shall have all previous work in District finished and completed to District's and land owners and any other utility or road entity's satisfaction. District reserves the right to refuse the work of any owner in which does not meet these criteria.
- 3.6. The Owner shall supply the District with a (2) year warranty on work and materials.
- 3.7. In Owner shall supply the District and/or inspector with a (24) hour phone number during construction for use in case of emergency. Owner shall make required repairs in a timely fashion not to exceed (24) hours after emergency occurs.
- 3.8. Prior to the start of work, District will establish the time and date and administer the pre-construction meeting which Owner, Contractor, Subcontractors, and the District staff will attend.
- 3.9. The Owner shall be required to call District staff before starting on the job. The Owner shall notify Inspector by 8:15 a.m. if he or his contractor intends not to work on any given day.
- 3.10. The Owner will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The contractor will notify owners of adjacent utilities when prosecution of the work may affect them. The Owner shall be responsible for requesting and coordinating all utility locations prior to excavation.

#### 4. Material

- 4.1. **Specifications:** All material shall meet the latest approved version of the referenced specifications.
- 4.2. **Pipe:** All pipe shall meet the latest approved version of one of the following specifications:
  - 4.2.1. **Ductile Iron:** AWWA C151, Class 52, push on joint, *mechanical joint or restraint joint* cement-mortar lined, bituminous coated.
  - 4.2.2. **PVC:** Integral Bell solid PVC piping shall conform to ASTM D-2241 Class 200 (SDR21) with a working pressure of 200 psi.
    1. The gasket shall meet the requirements of ASTM F-477.
    2. The joint shall comply with ASTM D-3139.
    3. Ultra Blue PVC pipe not accepted.
  - 4.2.3. **Restrained Joint PVC Pipe:** Shall conform to ASTM D-1784 Class 200 (SDR21) for (2) inch through (12) inch, with spline-type restrained joints. Pipe shall be "Yelomine" as manufactured by CertainTeed Corporation or approved equal.
  - 4.2.4. **C-900 PVC:** Whether Integral Bell or fusible, when approved on a case by case basis piping shall conform to the latest edition of the AWWA, ASTM, Plastic Pipe Institute

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(PPI), or UniBell Plastic Pipe Association standards or recommendations for C900 and C905 pipe.

**4.3. Ductile Iron Fittings:**

- 4.3.1. Ductile Iron compact fittings shall conform to AWWA C153, mechanical joint, cement-mortar lined, bituminous coated and all fittings to be 350 PSI.
- 4.3.2. All ductile iron fittings shall be US manufactured or pre-approved foreign on a case-by-case basis.

**4.4. Valves:**

- 4.4.1. **Gate Valves:** NRS resilient wedge for buried service, conforming as a minimum to AWWA C509; 2" square operating nut; open left; MJ X MJ unless otherwise specified; wedge rubber shall be molded and bonded in place to the wedge and shall not be mechanically attached with screw, rivets, or similar fasteners; wedge shall seat so the seating is equally effective regardless of direction or pressure unbalanced across the wedge; waterway shall be full diameter, smooth and shall have no depressions or cavities in the seat area where foreign material can lodge and hinder closure or sealing, the valve body and bonnet shall be fusion bonded epoxy coated, inside and out. Valve shall be provided with stainless steel bonnet bolts and NSS Cor-ten, Cor-blue or approved equal "T" bolts for the MJ fittings. If valve is equipped with test plugs, plugs shall be stainless steel. Acceptable manufacturers for gate valves are American Flow Control Series 500, American Flow Control Series 2500, US Pipe metroseal 250, and Mueller Model A-2360 or approved equal. **(M & H and KENNEDY VALVES WILL NOT BE ACCEPTED.)**

1. **"T" bolts** used on valves with open notch boltholes must be anti-rotation with square shank.
2. **Valves** with a bury depth of 5' and greater will be required to have operating nut adapters to bring the operating nut to within 3' of the surface.

- 4.4.2. **Tapping Valves:** Same as Gate Valves above with MJ X Flange.

- 4.4.3. **Detector Check Valve Assemblies:** Shall for sizes (2) inch through (10) inch have flange fittings, furnished with stainless hex nuts and bolts, be constructed with stainless steel. Detector check assembly to be installed horizontally in a minimum of 30 x 42 inch pit with tamped crushed rock base (refer to section on meter settings for acceptable materials). Acceptable models of check valve assemblies are Watts Series SS07F, AMES Series1000 SS or approved equal. **(SEE DETAIL D-6)**

1. Check valve assembly to be equipped with a ( $\frac{3}{4}$ ) inch bypass for metering, bypass meter shall be  $\frac{5}{8}$  x  $\frac{3}{4}$  inch to read in gallons, meter manufacturer and model to be Sensus SRII Touch Read AMR or Schlumberger T-10 Proread ARB. Bypass to be equipped with a check valve with less differential opening pressure than main check. Shut off valve for bypass shall be curb stop style mounted horizontally.
2. A drawing of proposed assembly and pit configuration shall be submitted to the District for approval prior to installation.

- 4.4.4. **Tapping Sleeves:** Shall be Ford Style FTSS with stainless steel MJ Outlet and bolts or approved equal. For taps 2" in size that need to be made on 2" or 2 1/2" PVC pipe, tapping sleeve shall be Power Seal Model 3425AS or approved equal.

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- 4.4.5. **Valve Boxes:** All valve boxes must be constructed from (6) inch Class 200 PVC pipe with cast iron ring and lid embossed "WATER" on lid. Ring and lid must be Clay and Bailey Model 2194.
1. Valve box must be installed so that valve nut and gland is centered in box to prevent shifting against operating nut. **(SEE DETAIL D-1 and D-1A) If gland on valve is larger than the inside diameter of valve box a valve box adapter shall be used. For small valves cut valve box for support off of waterline. (SEE DETAIL D-3A)**
  2. Valve box must be notched (12) inches from top end of box to allow access of trace wire.
- 4.5. **Fire Hydrants:**
- 4.5.1. Fire Hydrants shall be a traffic model with dry barrel and compression valve to open against water pressure. Nozzle threads to meet ASA specifications B26 for National American Standard Fire Hose coupling screw threads. Cap with conforming threads shall be supplied for each nozzle. Cap nuts shall have same dimensions identical to those of operating nut. Pentagonal operating nut dimensions (1 ½) inches from point to flat to open counter clockwise. Bonnet, body and caps shall be painted with silver-aluminum Tnemec "Poly-Ura-Prime 50-330", or approved equal, per paint manufacturer's specifications. Main valve to be faced with synthetic rubber. Main valve opening to be determined by style of hydrant. Hydrants shall have a coefficient of (9) nine or greater. Nozzles shall be (2 ½) inches and (4 ½) inches respective to style. Two-way nozzle hydrants shall have (2) (2 ½) inch nozzles, configured at a 45-degree angle on the barrel, with a (4 ½) inch valve opening with a (4) inch mechanical joint foot piece. Three-way nozzle hydrant shall have (2) (2 ½) inch nozzles and (1) (4 ½) inch steamer nozzle with a (5 ¼) inch valve opening with a (6) inch mechanical joint shoe. Bury to be (4) feet unless otherwise specified. All hydrant installations to have an isolation valve equal to shoe size of hydrant. **(FOR FIRE HYDRANT CONSTRUCTION SEE DETAIL D-3)**
- 4.5.2. Fire Hydrant style on job to be determined by District before bid.
- 4.5.3. Accepted brands of Fire Hydrants are Mueller Super Centurion and American Darling B-84-B & MK-73-1 where applicable. Any other hydrants may be considered in bid but manufacturer must supply seat wrench and any other tools required for maintenance of hydrant free of charge with acceptance of bid. The District reserves the right to refuse any brand or style.
- 4.6. **Locator Wire:** Locator wire shall be THHN-12 gauge solid blue wire. All connections or splices shall be fastened by using a 3M DBY Direct Bury Splice Kit or with copper or bronze split bolts and taped with "3M SUPER 33+" and sealed with 3M electrical coating (SCOTCHKOTE). **(SEE DETAIL D-2 and D-2A)**
- 4.7. **Meter Settings:**
- 4.7.1. **Meter Relocation:** All materials for relocation of meters must meet specifications of the District. If any meters need to be replaced District will supply all new water meters and all old meters shall be returned to District. District crew will perform all new installations.
- 4.7.2. **Service Line Material:** Service line shall be Type K copper and shall conform to ASTM B88. Road crossings shall be sleeved or encased from ditch to ditch with 2" CL200 PVC pipe or polyethelene plastic pipe. **(SEE DETAIL D-5A)** Any 2" service lines on road crossings shall be 2" SDR 21 Yelomine PVC restraint joint pipe or 2" type "K" soft copper but must be encased in 4" PVC pipe. Service line material shall be

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type "K" soft copper on short meter setting and must be copper on all roads with 1" services. **(SEE DETAIL D-5B)** Minimum length of 2" copper roll is 60' and 1" roll is 100'. No service line splices in road right of way from toe of slope to toe of slope allowed. **Note: All connections must be compression type, no flair connections allowed.**

- 4.7.3. **Corporation Stops:** Corporation stops shall be Ford style F1100 male iron pipe thread X compression joint fittings.
- 4.7.4. **Saddles:** Shall be Ford style S71 for PVC pipe and S91 for Ductile and AC pipe. All saddles shall be brass with iron pipe thread.
- 4.7.5. **Meter Setters:** Shall be Ford style. For 5/8 x 3/4 VBHC72-15W-41-33. For a short set VBHC72-15W-11-33. For a road crossing 1" VBHC74-15W-41-44. For 2" VBH77-18B x 17 with female iron thread inlet and outlet. **Note: All setters must have brace eyelets and be braced with SCH 80 PVC pipe.**
- 4.7.6. **Meter Pits:** Shall be constructed from corrugated-wall PVC piping with smooth interior wall. Pit size (18x30) for 5/8 x 3/4 setters, (24x30) for 1" setters, and (30x30) for 2" setters. If corrugated-wall pits are unavailable in 24 & 30 diameters then C-900 PVC pipe may be used if cut in a neat manner with accurate dimensions in accordance to setter size.
- 4.7.7. **Lids and Rings:** Shall be cast iron, Vestal, C&B 2210 or Ford C-32 LL T 18" ring and 12" lid with pick hole cast for "AMR". All meter pits larger than 18" shall have cast iron adapter ring to fit 18" ring.

METER RING SIZING

Pit Size	Ring Size
18"	18" x 12"
24"	30" x 18"
30"	36" x 18"

(FOR A TYPICAL METER SETTING SEE DETAIL D-4)

- 4.7.8. **Concrete:** All concrete work shall meet ASTM. Standards C150 (type 1) C260 and C233. Concrete shall be Class A, (6) bag mix, (5) inch slump, (3,000) psi minimum compressive strength in 28 days.
- 4.7.9. **Anchors, Insert, Reinforcements:** All thread rod shall be stainless steel (5/8 or 3/4) inches. Nuts shall be stainless steel hex head heavy-duty type, (5/8 or 3/4) inches. Ductile Iron mechanical joint "anchor" or "swivel" couplings shall be allowed on mechanical joint valves and fittings. Ductile Iron "Foster Adaptor" fittings will be allowed on mechanical fittings on a case-by-case basis.
- 4.7.10. **Casing Pipe:** All road crossings and/or waterway crossings shall be encased in pipe conforming to the following schedule:

MINIMUM CASING AND SPACER REQUIREMENTS  
(all measurements in inches)

Nominal Pipe Size	Casing Size	Casing Material	Casing Wall Thickness	Maximum Spacing Between Adjacent Skids *
1	2	PVC	CL 200	N/A
2	4	PVC	CL 200	N/A
4	12	Steel	0.188	7'
6	12	Steel	0.188	7'
8	16	Steel	0.188	5'
10	20	Steel	0.250	5'
12	20	Steel	0.250	5'
16	24	Steel	0.250	5'

\* Measurement from centerline to centerline of skid.

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1. All pipe shall conform to all applicable requirements of AWWA C200 and AWWA M11 and the Missouri Highway and Transportation Department 7CSR 10-3.010, and if fabricated shall be constructed of A36 steel with a minimum yield point of 36 ksi. It may be shipped in random lengths between 18 and 22 feet and shall have one end cut square and one end beveled. All casing pipe to be joined with 360 degrees weld.
2. **Casing Spacers:** Casing spacers shall be used with all casing 12" and larger in diameter. Shall be Cascade Stainless Steel; APS Model CI; or RACI Polyethylene Spacers; or approved equal.
3. **Spacing Between Spacers:** Casing spacers shall be installed per approved manufacturer's printed recommendations, or at spacing shown in table above, whichever provides greater support. Casing spacers are required at each end of casing. Spacers shall have runners attached to the shell and be designed to provide a minimum of 0.75 inches clearance between the carrier pipe's greatest outside diameter and the casing pipe's inside diameter. (**SEE DETAIL D-6A**)
4. **End Seal:** End seals shall be provided on all casing pipe, as shown on **DETAIL D-6A.**
5. **Carrier Pipe:** PVC carrier pipe on all waterway crossings encased (60) feet in length or greater and or all State and Federal highway crossings shall be Class 200 PVC Yelomine, or approved equal. Ductile iron carrier pipe shall be restraint joint.

## 5. Material Handling

- 5.1. **PVC Pipe:** Shall be handled according to guidelines set out in AWWA M23. The pipe shall not be handled with individual chains or single cables, even if padded. They shall not be dropped to the ground or into the trench and shall not be dropped or rolled against other objects on the ground.
  - 5.1.1. Gaskets shall be protected from excessive exposure to direct sunlight, ozone, oil, and grease. If stored for extended periods (60 days+) the pipe shall be protected from sunlight. The pipe shall be stored so as not to become deformed or bent.
  - 5.1.2. **Pipe Cutting:** Pipe cutting for any reason shall be done in a neat workmanlike manner, by methods that will not damage pipe. The outside edge must be beveled and smooth to prevent gasket damage. Flanged pipe shall not be threaded or flanged in the field.
- 5.2. **Ductile Iron Pipe and Accessories:** The handling of pipe, fittings, valves, hydrants, and accessories shall conform as a minimum to the standards set out in AWWA C600. They shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped or rolled against pipe, fittings or other objects.

## 6. Location

- 6.1. **Alignment and Grade:**
  - 6.1.1. The water mains shall be laid, and valves, hydrants, and fittings shall be placed in accordance with the plans. Written approval by the District is required for any variations from the plans. Variations must be approved prior to construction.



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6.1.2. All pipe shall have a minimum of (42) inches of cover over the top of the pipe unless otherwise approved by the District. All pipe shall have a maximum of (60) inches of cover with final grade over the top of the pipe unless otherwise approved by the District.

6.2. **Dead Ends:** The dead end of a main shall have a fire hydrant, flushing hydrant, or approved flushing assembly for flushing purposes. Flushing assemblies shall be a minimum (2) inch for (2) inch through (8) inch mains, a minimum (6) for (10) inch and (12) inch mains. (**SEE DETAIL 3-A**)

6.3. **Water Mains Near Sewers:**

6.3.1. **Parallel Installation:** Water mains shall be installed at least (10) feet horizontally from any existing or proposed sewer line, force main or manhole. The distance shall be measured edge to edge. In cases where it is not practical to maintain a (10) foot separation, the District may allow deviation on a case-by-case basis. Such deviation may allow installation of the water main closer to a sewer, provided that the water main is installed in a separate trench or on an undisturbed earth shelf located on one side of the sewer and on either case, at such an elevation that the bottom of the water main is at least (18) inches above the top of the sewer. In areas where the recommended separations cannot be obtained, either the waterline or sewer line shall be constructed of mechanical joint pipe or cased in a continuous casing. Where separations cannot be obtained where there are sanitary sewer force mains, the waterline or sewer line shall be cased in continuous casing.

6.3.2. **Crossings:** Water mains crossing sewers shall be installed to provide a minimum vertical clear distance of (18) inches between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. At crossings, the full length of water pipe shall be located so both joints will be as far from the sewer as possible but in no case less than (10) feet. Special structural support for the water and sewer pipes may be required. In areas where the recommended separations cannot be obtained either the waterline or sewer line shall be constructed of mechanical joint pipe or cased in a continuous casing that extends no less than (10) feet on both sides of the crossing.

6.3.3. **Sewer Manholes:** No waterline shall be located closer than (10) feet to any part of a sanitary or combined sewer manhole. Where the separation cannot be obtained, the waterline shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe, or cased in a continuous casing. Casing pipe must be a material that is approved for use as a water main. The full length of water pipe shall be located so both joints will be as far from the manhole as possible, but in no case less than (10) feet or centered on a (20) foot pipe. No water pipe shall pass through or come into contact with any part of a sanitary or combined sewer manhole.

6.3.4. **Disposal Facilities:** No waterline shall be located closer than (25) feet to any on-site wastewater disposal facility, agricultural waste disposal facility, or landfill.

6.3.5. **Unusual Conditions:** Where conditions prevent the minimum separation as set forth above from being maintained the Missouri Department of Natural Resources shall be consulted as to the precautions to be taken to protect the public water supply.

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## 7. Surface Water Crossings

7.1. **Above-Water Crossings:** Water mains installed above all waterways shall be adequately supported and anchored, protected from damage and freezing and accessible for repair or replacement.

7.2. **Underwater Crossings:**

7.2.1. **Flowing Streams:** A minimum cover of (4) feet shall be provided over the pipe. When crossing watercourses greater than (15) in width, the following shall be provided:

1. The pipe shall be of special construction, having flexible watertight joints. Ductile iron ball-joint river pipe shall be used for open cut crossings. Mechanical, Restraint joint or fusion welded pipe shall be used for bored crossings.
2. Adequate support and anchorage shall be provided on both sides of the stream.
3. Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair; the valves shall be easily accessible and should not be subject to flooding.
4. The valve closest to the supply source shall be in an accessible location and installed in a vault, manhole or meter pit sized to allow the installation of leak detection equipment. Permanent taps shall be provided on each side of one of the isolation valves to allow insertion of a small meter to determine leakage and for sampling purposes.
5. The stream crossing pipe or casing shall extend at least (15) feet beyond the upper edge of the stream channel on each side of the stream.

7.2.1. **Intermittent Flowing Streams:**

1. Restraint joint pipe shall be used for all stream crossings;
2. The pipe shall extend at least (15) feet beyond the upper edge of the stream channel on each side of the stream.

## 8. Excavation and Preparation of the Trench

8.1. **Size and Alignment:** Backhoe excavated trenches shall be dug such that the pipe can be laid to the proper grade and alignment as shown on the approved plans. Width of the trench shall be so as to have a minimum width of (12) inches greater than the outside diameter of the pipe. Bell holes shall be provided at each joint to permit proper jointing and ensure the pipe is supported evenly along the entire length of the barrel. This is especially important for PVC pipe. Hand excavation shall be employed in trenching when deemed necessary by the District. Exceptions to trench width and construction requirements may be granted in writing by the District for use of chain trenchers for a specific project or site.

8.2. **Boring:** All road bores to conform to Missouri Highway and Transportation Department specifications.

8.3. **Tunneling:** Tunneling may be permitted or required at the discretion of the District.

8.4. **Bracing and Shoring:** It is the responsibility of the Owner to maintain all work in compliance with current Occupational Safety and Health Act (OSHA) standards

8.5. **Open Trench and Excavations:** At no time shall there be more than (300) feet of trench opened in advance of the pipe laying operations and this length of open trench may be shortened by order of the District. During the time any excavation is left open, the Owner

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shall provide all required safety barriers and fencing. When unattended, the area shall be surrounded with poly fencing. Taping off the excavated area is not considered sufficient.

**8.6. Rock Excavations:**

8.6.1. **Definition:** Rock excavation shall include any excavation consisting of one-third cubic yard or more of rock in any one line segment. If rock is encountered, notify the District before proceeding.

8.6.2. **Trench Width and Depth:** Any trench of rock excavation shall be at least (24) inches wider than the outside of the pipe and eight (8) inches deeper than the average depth of the trench as required by existing topography or these specifications. In the event of any required undercut, the trench subgrade shall be restored to proper grade by filling and compacting, with an approved material, so as to insure a uniform bed along the full length of the pipe barrel. Approved materials are clean, finely divided soil, sand, and crushed stone aggregate (95% passing a (1/2) inch screen but not more than (10%) passing a #200 screen).

**9. Pipe Laying**

9.1. **Laying:** All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench by means of a rope or mechanical equipment. Under no conditions may they be dropped or thrown. Ends of all pipes must be thoroughly cleaned.

9.1.1. After placing a length of pipe in the trench, the spigot end shall be centered in the bell; the pipe forced home and brought to the proper grade and alignment. The pipe shall be secured in place with proper backfill material tamped around and over it except at the bells. Bells shall be in the direction of the laying operations.

9.1.2. Precautions shall be taken to protect the interior of pipe, fittings, and valves against contamination in accordance with the latest version of AWWA 651. All openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped, at the close of the day's work or for other reasons, such as breaks or meal periods. Joints of all pipes in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

9.1.3. All joint deflections must be within the pipe manufacturer's recommendations, which are hereby included in and made a part of these specifications.

9.1.4. PVC pipe may be deflected around curves so long as deflection is in the joint only. No strain shall be placed on the pipe for the purpose of deflection. Manufacturers may vary in the amount of deflection which can be obtained in the pipe joint and their specifications should be consulted. In the absence of manufacturers specifications use (1.5) degrees per (20) foot section in the following schedule:

ALLOWABLE PVC PIPE DEFLECTION FROM JOINT ONLY

Degree of Deflection in Joint	Offset per 20' Section (in inches)	Minimum Radius of Curvature
5	21	230 feet
3	12	380 feet
2	8	570 feet
1.5	6	760 feet

MAXIMUM DEFLECTIONS OF DUCTILE IRON PIPE  
 PUSH-ON JOINT

Pipe Size	Deflection	Offset per	Minimum Radius
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	Degrees in Joint	(18') Section	Curvature
6" to 12"	5	19"	205 feet
16" to 24"	3	11"	304 feet

- 9.1.5. Blocking is not allowed. No pipe or fittings shall be laid in or under water.
- 9.2. **Jointing:** All joints must be as per the manufacturer's and AWWA specifications.
- 9.3. **Valves:** Valves shall be located as designated by the District at street, bridge, waterway crossings, dead ends, and at all fire hydrants.
- 9.3.1. All valves shall be protected by a valve box of six inches minimum diameter, the top of which shall be to the same grade as the existing terrain.
- 9.3.2. Valves and boxes are not to be placed in roadways or driveways. If unavoidable, they shall be set to grade and have a (6) foot by (6) foot concrete pad a minimum of (4) inches thick, poured and finished around and flush with the top of the box. If valve is located in a concrete roadway, the additional concrete pad may be omitted. **(SEE DETAIL D-1A)**
- 9.4. **Locator Wire:**
- 9.4.1. All water mains and services shall be installed with a locator wire attached. The wire shall be 12 gauge AWG-THHN solid copper, insulated, and used in minimum 2500-foot rolls. It shall be installed with no splices closer than 2000 feet except for crossings and service lines. All connections or splices shall be fastened by using a 3M DBY Direct Bury Splice Kit or with copper or bronze split bolts and taped with "3M SUPER 33+" and sealed with 3M electrical coating (SCOTCHKOTE). No bare wire shall be exposed. Branch connections shall be made without cutting the main wire.
- 9.4.2. All connecting and intersecting waterlines shall have the locator wire(s) connected together so that the waterlines can be located without repositioning the locate equipment. All 2-inch service crossings will have the locate wire attached to the valve box in addition to connecting the locate wire to all other locate wire(s) on the adjoining waterline(s).
- 9.4.3. The wire shall be securely attached to the pipe to retain its position during backfill. The wire shall be fastened to outside of all valve boxes and looped into each valve box through a hole just below the cap or lid with enough wire to extend 12" above final grade. **(SEE DETAIL D-2 AND D-2A)** The wire length between surface points shall not exceed 2000'.
- 9.4.4. After construction is complete and final grading is done, a continuity test shall be performed on the wire. Any breaks in the circuit must be repaired by the Owner, at Owner's expense, prior to acceptance of the water main by the District.

## 10. Anchorage

- 10.1. **Plugs, Caps, Bends, etc:** All plugs, caps, tees, end valves, fire hydrant valves, valve assemblies, and bends, unless otherwise indicated on approved plans, shall be anchored to prevent movement by providing suitable reaction backing in the form of concrete thrust blocks or approved manufactured restraints.
- 10.2. Tie rods shall be stainless steel and be installed in accordance with the following schedule:

MINIMUM NUMBER OF TIE RODS REQUIRED  
FOR A CLOSED VALVE OR DEAD END

**SPECIFICATIONS FOR WATER MAIN CONSTRUCTION**  
**PUBLIC WATER SUPPLY DISTRICT # 9**  
**BOONE COUNTY, MISSOURI**

	5/8" RODS	3/4" RODS
2" to 2 1/2"	2	
3"	4	
4" to 6"		4
8" to 12"		6
16" to 24"		8

10.3. **Reaction Backing:** Concrete reaction backing shall be provided for all tees, elbows, dead ends and fire hydrants according to the table of square footages of bearing surface as shown on detail drawings **D-7A, D-7B, and D-7C**. Confirm unusual and site specific requirements with the District prior to construction.

**NOTE:** DO NOT cover bolts and nuts with concrete on mechanical or flange joints.

10.4. **Temporary Blocking:** Temporary blocking may be allowed using used grader blades driven into the soil behind valves, DIP caps or other metal fixtures. These may be encased in the permanent thrust blocking structure upon approval by the District. If so encased, temporary blocking must be trimmed so as not to protrude above the permanent blocking.

## 11. Backfilling

11.1. **Under the Pipe:** All backfill under the barrel of the pipe shall be free from debris, organic matter, stones larger than one inch in greatest dimension, and shall be tamped into place. Sand or crushed stone aggregate (95%) passing a (1/2) inch screen but not more than (10%) passing a #200 sieve are acceptable substitutes for soil.

11.2. **Adjacent to Top of Pipe:** The first two feet of backfill over the top of pipe shall be free of debris, organic material, and stones larger than one inch in greatest dimension, and shall be hand placed. Exception to hand backfill requirements may be granted by the District for use of chain trenchers with approved materials excavated from the trench.

11.2.1. **If Excavated Material is Not Suitable for Backfill:** The inspector may require imported material be used, including clean, finely divided soil or crushed stone aggregate (one inch and smaller). If the material in the banks of the trench is suitable, it may be used.

11.2.2. **On Completion of the Specified Hand Fill:** The balance of the trench shall be mechanically filled to at least three inches above the proposed finished grade of the surrounding terrain. Backfill shall be free of junk, debris, brush, roots thicker than two inches, and stones or rubble more than six inches in greatest dimension. Top six inches of backfill shall be topsoil corresponding to that underlying original sod.

### 11.3. Improved Areas:

11.3.1. Backfill of trenches through any improved area such as streets, or improved drives shall be of one-inch clean gravel or approved material of agency having jurisdiction. Restoration of improved areas shall be sufficient to return the area essentially to its previous condition and shall be to the satisfaction of the property owner or agency having jurisdiction and the District.

11.3.2. **Any Backfill in or Resurfacing of any Portion of an Existing Street:** Shall be treated in the manner as prescribed by the City of Columbia, Counties of Boone and Callaway, or the Missouri Highway and Transportation Department's Rules and Regulations or Ordinances, whichever is applicable.

11.4. **Maintenance of Backfilled Areas:** The Owner or Developer shall provide for the Contractor to maintain the backfilled areas to the grade of the surrounding terrain for a

**SPECIFICATIONS FOR WATER MAIN CONSTRUCTION**  
PUBLIC WATER SUPPLY DISTRICT #9  
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period of one year after completion of his respective project. Seeding or resodding shall be to the satisfaction of the District.

**11.5. Trees, Shrubs, Pastures and Lawns:**

11.5.1. The Contractor shall remove only those trees and shrubs which are so designated on the Plans or as field directed by the District, protecting all others from damage.

11.5.2. All ground disturbed by construction shall be graded smooth then harrowed or disked before planting.

11.5.3. Backfill placed in trenched through non-pavement areas shall be neatly formed above the trench.

11.5.4. Fertilizer shall consist of 12-12-12 applied at a rate of 10 pounds per 1,000 square feet.

11.5.5. Grass seed mixture for fields and lawns shall be consistent with existing grasses and shall be applied at a rate of 3 pounds per 1,000 square feet. Changes in seed variety and application rate shall be approved by the District.

11.5.6. Mulch all seed areas with wheat straw.

11.6. **Fences:** All fences disturbed by construction shall be returned to a condition equal to, or better than the original condition immediately after construction is completed in the vicinity of the fence.

11.7. **Cleaning Up:** The Owner shall remove all excess materials or supplies and shall clean up the entire working area and dress the land so as to leave a neat, accessible work area. Any ditch, road, or street shoulder shall be restored to their original alignment and grade.

**12. Disinfection**

12.1. **General:** All phases of disinfection and testing shall meet the latest revision of AWWA Standard C651 and applicable requirements of the Missouri Department of Natural Resources. All disinfection and chlorination will be done by the Owner under direct supervision and inspection of the District. Owner shall furnish and place disinfection media. The District shall assist in and coordinate the operation of the District's valves to flush or pig new water mains.

12.2. **Continuous Feed Method:** Water from approved potable source shall be made to flow at a constant, measured rate into newly constructed water main. Chlorine shall be injected at a rate to provide a 50 mg/L chlorine dosage. Chlorinated water shall be retained in the new water main for not less than 24 hours (48 hours preferred), during which time all valves and hydrants shall be operated to assure disinfection of appurtenances. The Owner shall provide all excavation, backfilling, equipment and material required to establish any source water taps for the chlorination of the new main.

12.3. **Granule Method:** This method of disinfection will be by utilizing calcium hypochlorite granules (65-70% available chlorine) in the mains as pipe is laid and only at the discretion of the District prior to construction.

12.3.1. The granules shall be added to each section of pipe as it is installed such that there will be a chlorine concentration of approximately 50 mg/L when the pipe is filled. Disinfecting material shall be placed in the manner and in amounts as specified by the District.

**SPECIFICATIONS FOR WATER MAIN CONSTRUCTION**  
PUBLIC WATER SUPPLY DISTRICT #9  
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12.3.2. The granules shall not be allowed to remain in the pipe for an extended period. If the pipe will not be slowly filled, tested, flushed and put in service within two weeks, disinfection shall be done using the continuous feed method.

- 12.4. **Flushing:** Each section of line shall be flushed by opening the fire, or flush, hydrant at the end of that line section and opening or closing valves as needed. The flushing velocity shall not be less than 2.5 feet per second. Flush until water runs clear for 3 to 4 minutes minimum (test in a clear glass).

Unless otherwise specified, all water mains shall be cleaned by hydraulic "pigging" methods using polyurethane foam pigs to remove objectionable debris from the inside surface of the pipe. The Owner shall install a new, line sized, pig in the first section of the new piping at the point nearest to the flush water source. Use a new pig each pass until clean.

Pigs shall be manufactured of the highest quality two and five pound per cubic foot density open cell polyurethane foam and coated with the polyurethane coatings, when applicable and approved for use in potable water supply. Pigs shall be able to travel through multidimensional lines having as much as 65 percent reductions in diameter and have the resilience to return to original diameter.

Any excavation, backfilling, equipment and materials required to launch or extricate pigs, or repair of the water main, shall be the responsibility of the Owner. Temporary pig launch or retrieval (flush) assemblies shall be removed, or may be left in place at the discretion of the District. All work and repairs shall be in a manner satisfactory to the District. Excavations and work shall be in such a manner as to prevent the backflow of nonpotable water into the water main.

- 12.5. **Acceptance:** following disinfection and flushing, District personnel shall collect at least two bacteriological samples. Water from the new main will be flushed by District personnel. Should any section of main fail the required test for disinfection, then further disinfection will be required by using the injection method at the Owner's expense. Only upon safe bacteriological samples notification will the new main be considered acceptable and placed into operation by the District.

### 13. Testing

#### 13.1. Hydrostatic Pressure Testing:

13.1.1. The Owner shall provide all equipment, material and personnel necessary for the pressure test. The test shall be made by the Owner.

13.1.2. The District's Inspector shall witness the test.

13.1.3. **Procedure:** After the pipe has been laid and backfilled, all newly laid pipe or any valved section thereof shall be subject to a hydrostatic pressure of 150 - 200 psi (approximately 150% maximum operating pressure, measured at the lowest elevation), applied by means of a pump connected to the pipe in a manner satisfactory to the District, for a period of two hour and until completion of inspection. Air or air water methods of applying pressure are prohibited.

1. Before applying the specified test pressure, air shall be expelled completely from the pipe, valves and hydrants. If permanent air vents are not located at all high points, the Owner shall install corporation cocks at such points so that the air can be expelled as the line is filled with water. After all air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test and the leakage test, the

**SPECIFICATIONS FOR WATER MAIN CONSTRUCTION**  
**PUBLIC WATER SUPPLY DISTRICT #9**  
**BOONE COUNTY, MISSOURI**

corporation cocks shall be removed and plugged, or left in place at the discretion of the District.

2. The procedure shall be as follows: fill system slowly; expel air at the high points and apply pressure; examine line and appurtenances for leaks and movement. Any defects in piping, valves, fittings, or hydrants must be immediately corrected by the Owner and successive pressure tests shall be run until satisfactory to the District.

13.1.4. Hydrostatic pressure test may be waived by the District at their discretion.

13.1.5. **Connections to Existing Mains:** Solely at the discretion and permission of the District, competent party or parties other than District forces may be allowed to make taps or connections to an existing main. District personnel must be present at time of tap or connection. Owner shall give the District no less than (48) hour's notice of work to be done.

13.1.6. **Operation of Existing Pressurized Valves:** All valves under pressure in the mains supplied by the Water Supply District shall be operated only by employees of the District except in cases of extreme emergency.

13.2. **Leakage Test:** After satisfactory completion of the aforesaid pressure test, a leakage test shall be run. The following procedure shall be used: fill main as in pressure test; expel all air; apply pressure as in pressure test; supply makeup water from a measurable source; determined quantity of water required to maintain test pressure; repair defects and repeat test until acceptable. Leakage test shall be maintained for a period of at least two (2) hours under a minimum pressure of 150 psi. All lines shall meet the AWWA C-600 leakage standards as shown on the following chart.

13.2.1. **Leakage defined.** Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within 5 psi (35 Mpa or 0.35 bar) of the specified test pressure after the pipe has been filled with water and the air has been expelled. Leakage shall not be measured by a drop in pressure in a test section over a period of time.

ALLOWABLE LEAKAGE FOR DUCTILE IRON AND PVC PIPE  
 Allowable Leakage per 1000 feet - Gallons per Hour

Average Test Pressure PSI	4"	6"	8"	10"	12"	16"	20"	24"
100	0.30	0.45	0.60	0.75	0.90	1.20	1.50	1.80
125	0.34	0.50	0.67	0.84	1.01	1.34	1.68	2.01
150	0.37	0.55	0.74	0.92	1.10	1.47	1.84	2.21
175	0.40	0.59	0.80	0.99	1.19	1.59	1.98	2.38
200	0.43	0.64	0.85	1.06	1.28	1.70	2.12	2.55
225	0.45	0.68	0.90	1.13	1.35	1.80	2.25	2.70

13.2.2. When hydrants are in the test section, the test shall be made with isolation valves open and hydrant main valves closed.

13.2.3. **Acceptance of Installation.** Acceptance shall be determined on the basis of allowable leakage. If any test of laid pipe discloses leakage greater than that specified the owner shall, at his own expense, locate and make approved repairs as necessary until the leakage is within the specified allowance.

13.2.4. All visible leaks are to be repaired, regardless of the amount of leakage.

13.3. **Continuity Test for Locator Wire:** Locator wire installed with water line shall be tested for continuity by the District, or its representative, before acceptance will be made of the water line.



**SPECIFICATIONS FOR WATER MAIN CONSTRUCTION**  
PUBLIC WATER SUPPLY DISTRICT #9  
BOONE COUNTY, MISSOURI

13.4. **Final Tests:** After final test procedures and main is connected to the existing system, it shall be subjected to normal working pressure. If at any time within two years of final inspection, any trouble or failure in the respective line or lines occurs that can be directly attributed to faulty workmanship or defective materials, it shall be the Owner or Developer's financial responsibility to repair.

## 14. Inspection

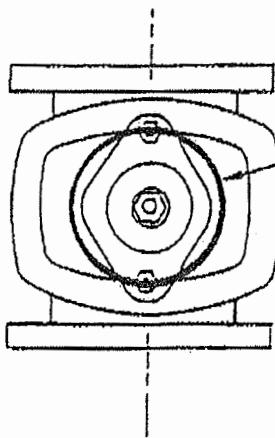
14.1. **Agreement:** It shall be agreed to by all parties that District staff shall have full authority of inspection at all times during the progress of any water main work. The inspector shall have full authority to inspect the materials and the work performed.

14.1.1. Any intimidation or attempted intimidation of the inspector by the Owner or one of his employees shall be sufficient reason, if the inspector so desires, for suspension of work.

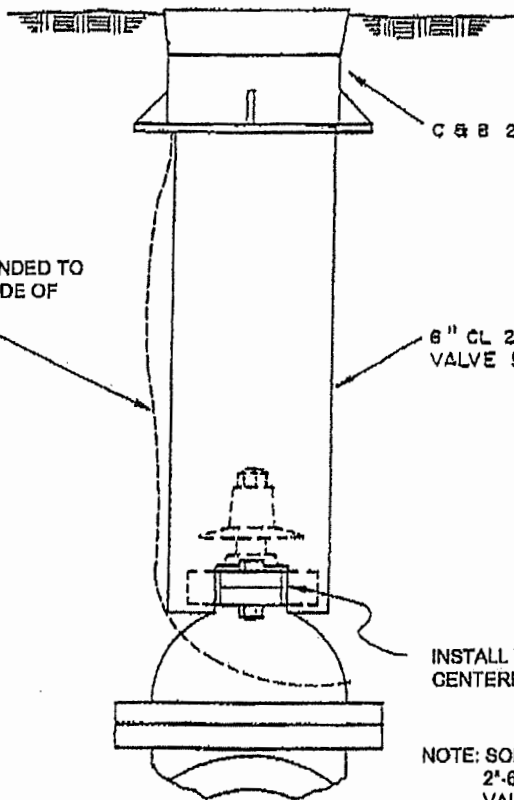
14.1.2. Such inspections shall not relieve the Owner from any obligation to perform his work in accordance with these specifications or any approved plans, and work not so constructed shall be removed and made good by the Owner at his expense, whenever ordered by the Inspector without reference to any previous oversight or error in inspection.

14.1.3. No work shall be done between (7:00) p.m. and (7:00) a.m. nor on Saturdays, Sundays, or legal holidays without permission of the District staff. However, emergency work may be done without prior permission. Emergency work consists of District customers without water or severe leak. District must be contacted during emergency at (573) 474-9522 or inspector assigned to that projects direct contact number.

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6" CL 200 PVC  
VALVE BOX



C & B 2194 RING & LID

LOCATE WIRE EXTENDED TO  
SURFACE ON OUTSIDE OF  
VALVE BOX

6" CL 200 PVC  
VALVE BOX

INSTALL VALVE BOX ADAPTOR TO KEEP IT  
CENTERED OVER OPERATING NUT

NOTE: SOME SMALLER VALVES -  
2"-6" MAY NOT REQUIRE A  
VALVE BOX ADAPTOR

PUBLIC WATER SUPPLY DISTRICT #9

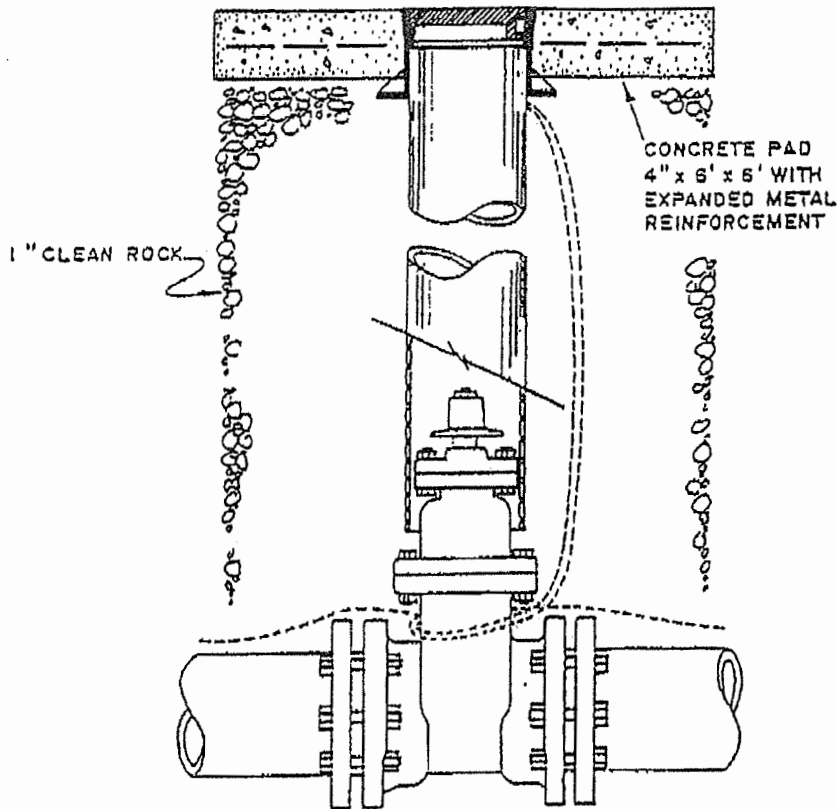
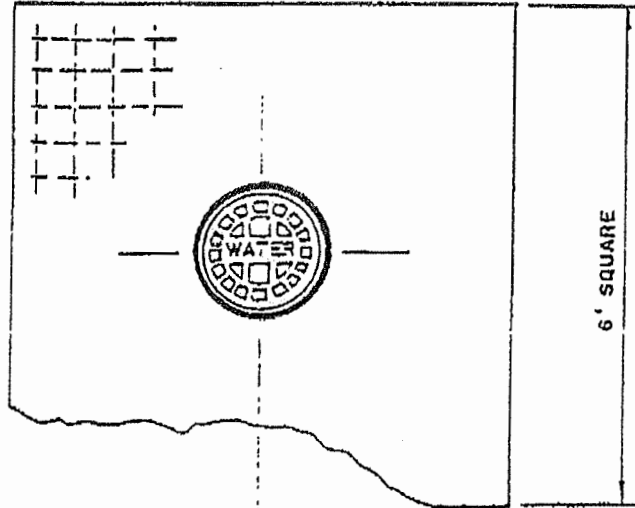
BOONE COUNTY, MISSOURI

VALVE BOX DETAIL

DATE:  
MARCH, 2007

REVISED:

SHEET:  
D-1



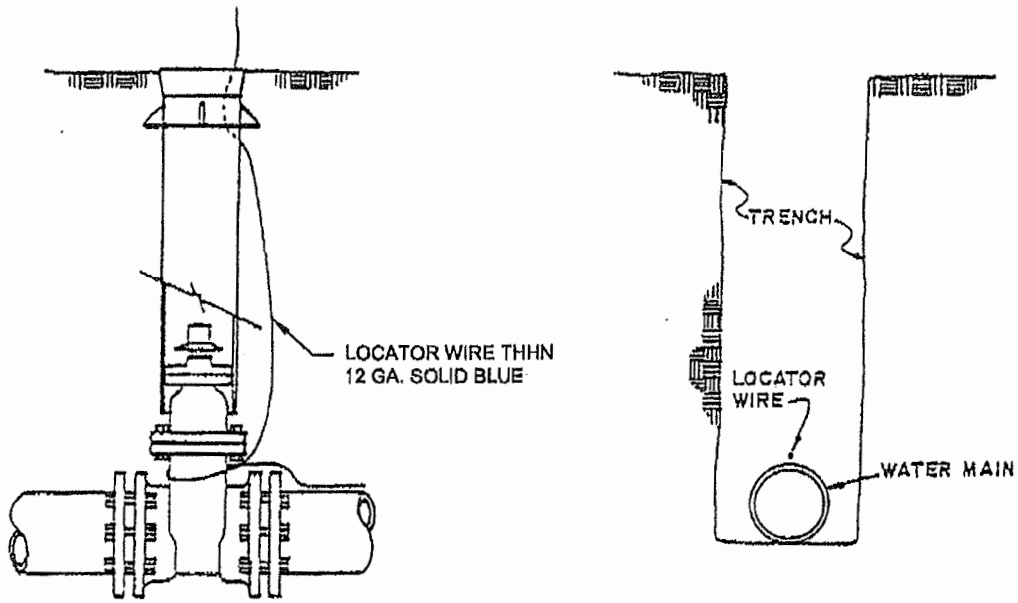
PUBLIC WATER SUPPLY DISTRICT #9  
BOONE COUNTY, MISSOURI

VALVE BOX IN ROADWAY

DATE:  
MARCH, 2007

REVISED:

SHEET:  
D-1A



1. LOCATOR WIRE TO BE TAPED ALONG THE TOP OF THE PIPE. APPLY 3 PIECES OF DUCT TAPE PER 20 FT. JOINT.
2. AT VALVES, WRAP WIRE AROUND VALVE BODY AND BRING UP ON OUTSIDE OF VALVE BOX. CUT A GROOVE 8" FROM TOP OF PIPE DOWNWARD TO BRING WIRE INTO BOX JUST BELOW RING & LID. LEAVE WIRE LONG ENOUGH TO PULL 1 OR 2 FT. OUT OF BOX.

PUBLIC WATER SUPPLY DISTRICT #9

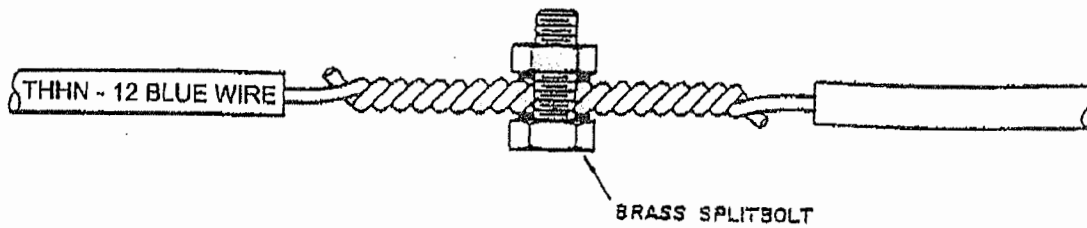
BOONE COUNTY, MISSOURI

LOCATOR WIRE

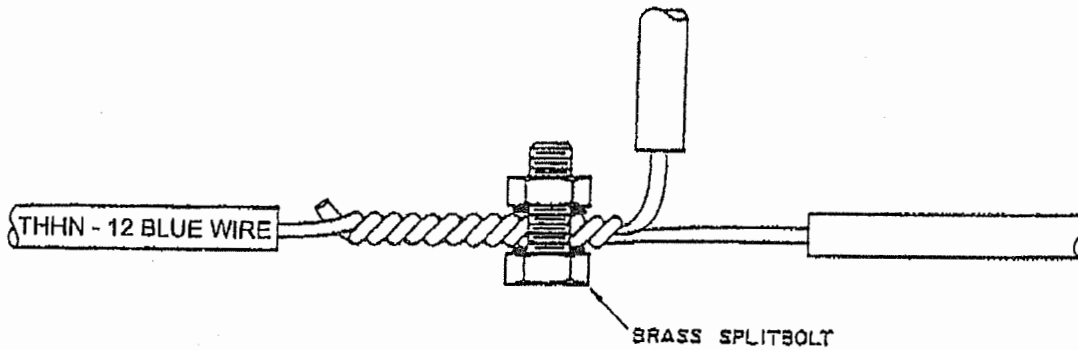
DATE:  
MARCH, 2007

REVISED:

SHEET:  
D-2



LINE SPLICE



TEE INTERSECTION

NOTE: AT TEE INTERSECTION, REMOVE INSULATION ONLY.  
DO NOT CUT MAIN LOCATOR WIRE.

WIRE TO BE 12 GAUGE SOLID COPPER WITH THHN BLUE INSULATION.

SPLICE OR CONNECTION TO BE DOUBLE WRAP TAPED WITH  $\frac{1}{2}$  OVERLAP  
 PER ROUND. APPLY SCOTCHKOTE TO SEAL THE TAPED CONNECTION.

PUBLIC WATER SUPPLY DISTRICT #9

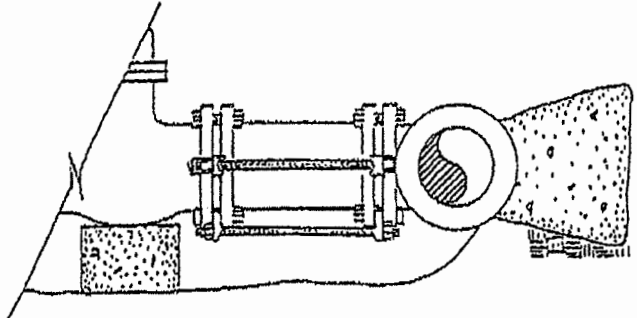
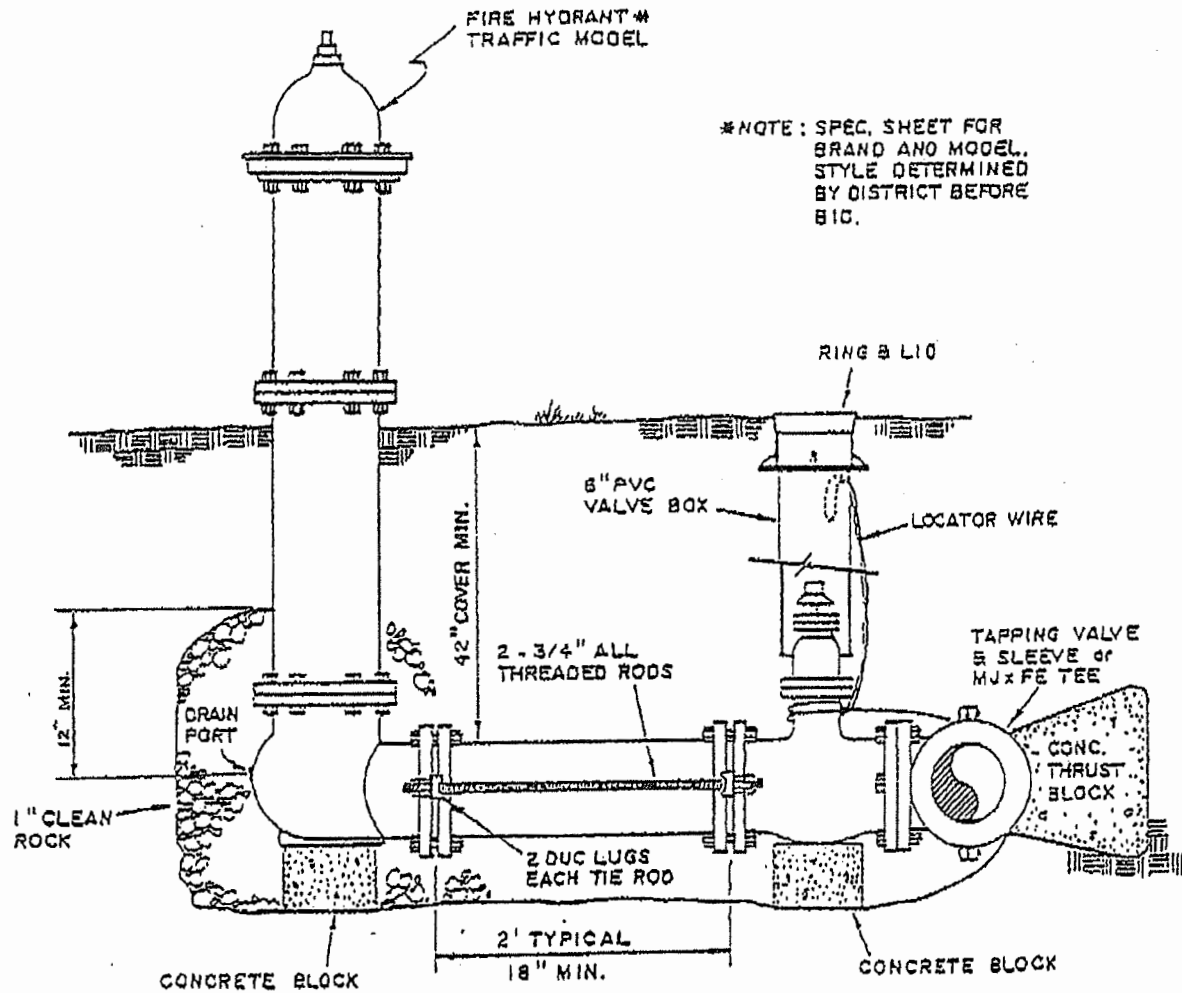
BOONE COUNTY, MISSOURI

TEE INTERSECTION AND LINE SPLICE

DATE:  
MARCH, 2007

REVISED:

SHEET:  
D-2A



MJ TEE OPTION

PUBLIC WATER SUPPLY DISTRICT #9  
 BOONE COUNTY, MISSOURI

FIRE HYDRANT DETAIL

DATE: MARCH, 2007	REVISED:	SHEET: D-3
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C & B 2194 RING & LID.  
WORD "WATER" ON LID.

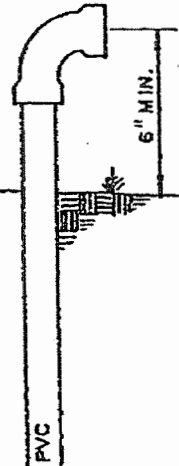
LOCATOR  
WIRE

2" BALL VALVE  
FORD B11-777  
OR APPROVED  
EQUAL

NOTCH VALVE BOX  
TO GO OVER PIPE

2" CL 200 SLIP COUPLING

### 2" BLOW OFF ASSEMBLY



6" MIN.

PVC

2" SCH 80

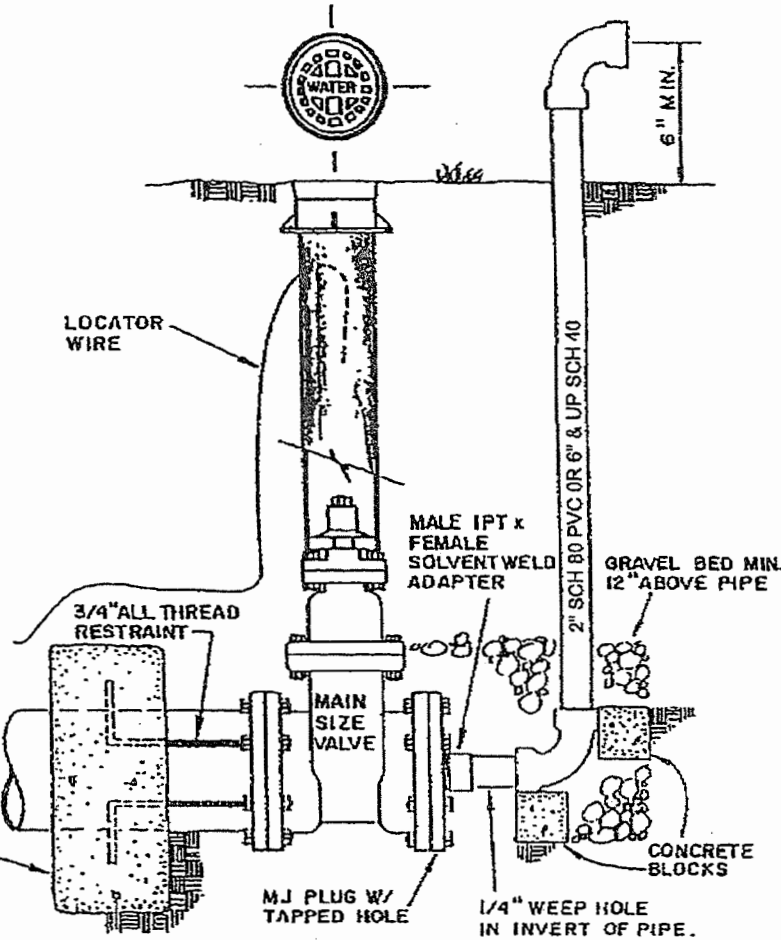
GRAVEL BED  
MIN. 12" ABOVE  
PIPE

CONC. REACTION  
BLOCK. SEE TABLE  
FOR SIZE.

1/4" WEEP HOLE IN  
INVERT OF PIPE.

MALE 1PT x FEMALE SOLVENT  
WELD ADAPTER

SUPPORT  
BLOCK



LOCATOR  
WIRE

MALE 1PT x  
FEMALE  
SOLVENT WELD  
ADAPTER

GRAVEL BED MIN.  
12" ABOVE PIPE

3/4" ALL THREAD  
RESTRAINT

MAIN  
SIZE  
VALVE

CONCRETE  
BLOCKS

MJ PLUG W/  
TAPPED HOLE

1/4" WEEP HOLE  
IN INVERT OF PIPE.

6" MIN.

2" SCH 80 PVC OR 6" & UP SCH 40

### DEAD END LINE BLOW OFF ASSEMBLY

PUBLIC WATER SUPPLY DISTRICT #9

BOONE COUNTY, MISSOURI

BLOW OFF DETAILS

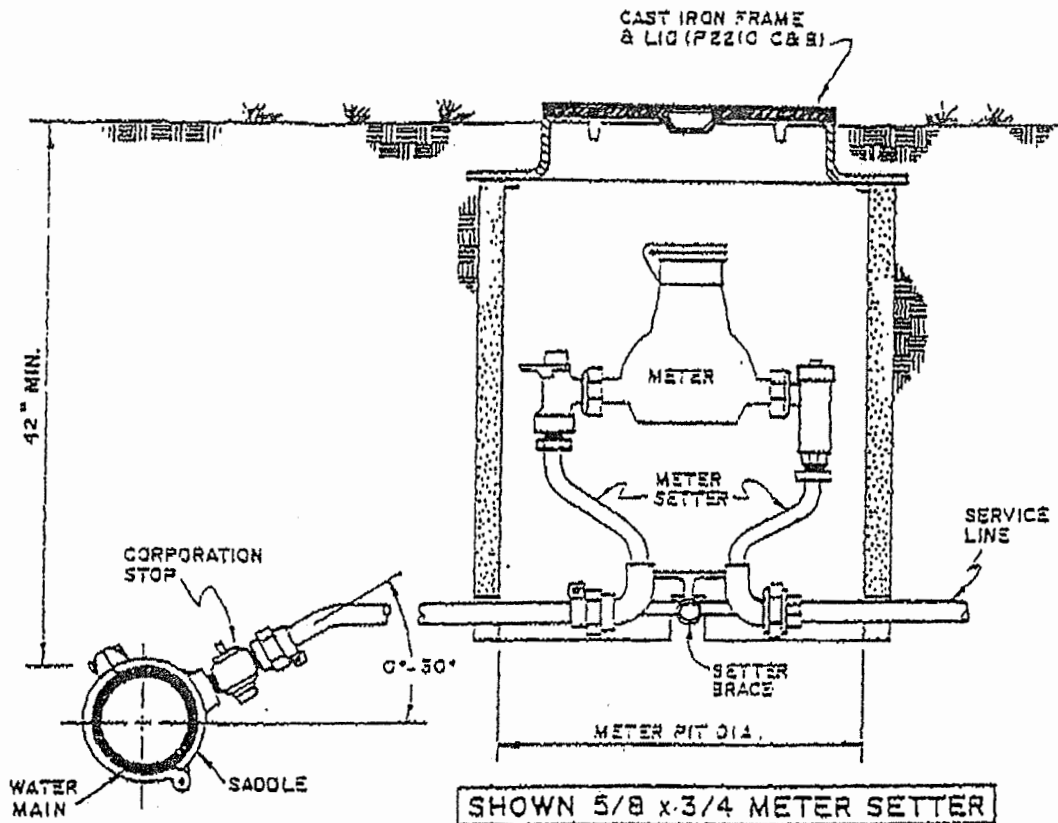
DATE:  
MARCH, 2007

REVISED:

SHEET:  
D-3A



Meter Size	Meter Pit Dia. X Height	Meter Setter
5/8 x 3/4	18" x 30"	VBHC72-15W-11-33
1"	24" x 30"	VBHC74-15W-11-44
2"	30" x 30"	VBH77-18B x 17



1. 5/8 x 3/4 meter copper setter shall be Ford VBHC72-15W-11-33 with Inlet ball valve and padlock wing, cartridge dual check valve, 3/4" dual purpose union swivel inlet and outlet connections, and brace eye for 1/2" x 24" Schedule 80 PVC setter brace.
2. Service Line: Type "K" copper.
3. Ford Brass Saddle: S71 for PVC and S91 for DIP or AC pipe.
4. Ford Corporation Stop: F1100-G, IPT x pack joint w/ gripper.
5. Tracer Wire: 12 ga. Solid copper - blue THHN insulation.

Note: Cut a square notch on each side of the meter pit for insertion of 1/2" Sch. 80 PVC pipe to keep setter centered in pit. Notch only 1" deep.

PUBLIC WATER SUPPLY DISTRICT #9

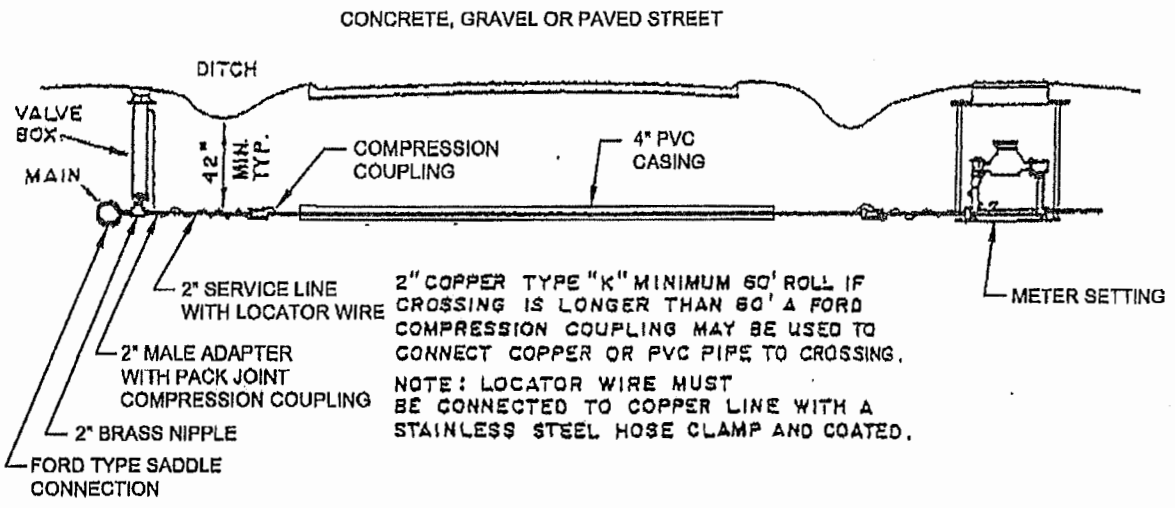
BOONE COUNTY, MISSOURI

TYPICAL METER SETTING

DATE:  
MARCH, 2007

REVISED:

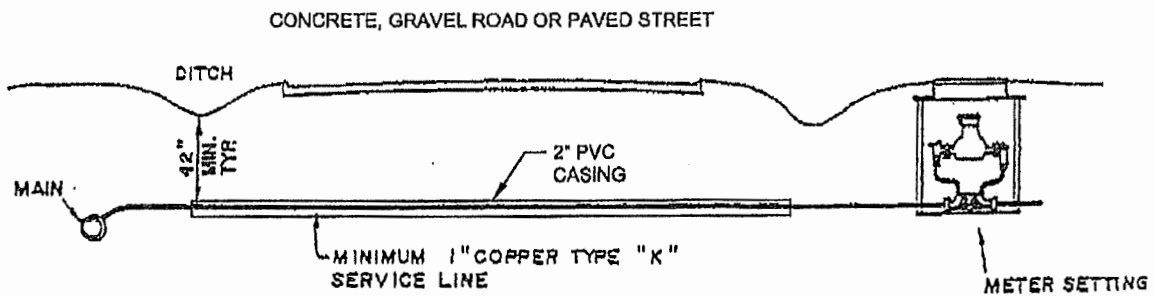
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PUBLIC WATER SUPPLY DISTRICT #9  
BOONE COUNTY, MISSOURI

2" METER - ROAD CROSSING

DATE: MARCH, 2007	REVISED:	SHEET: D-5A
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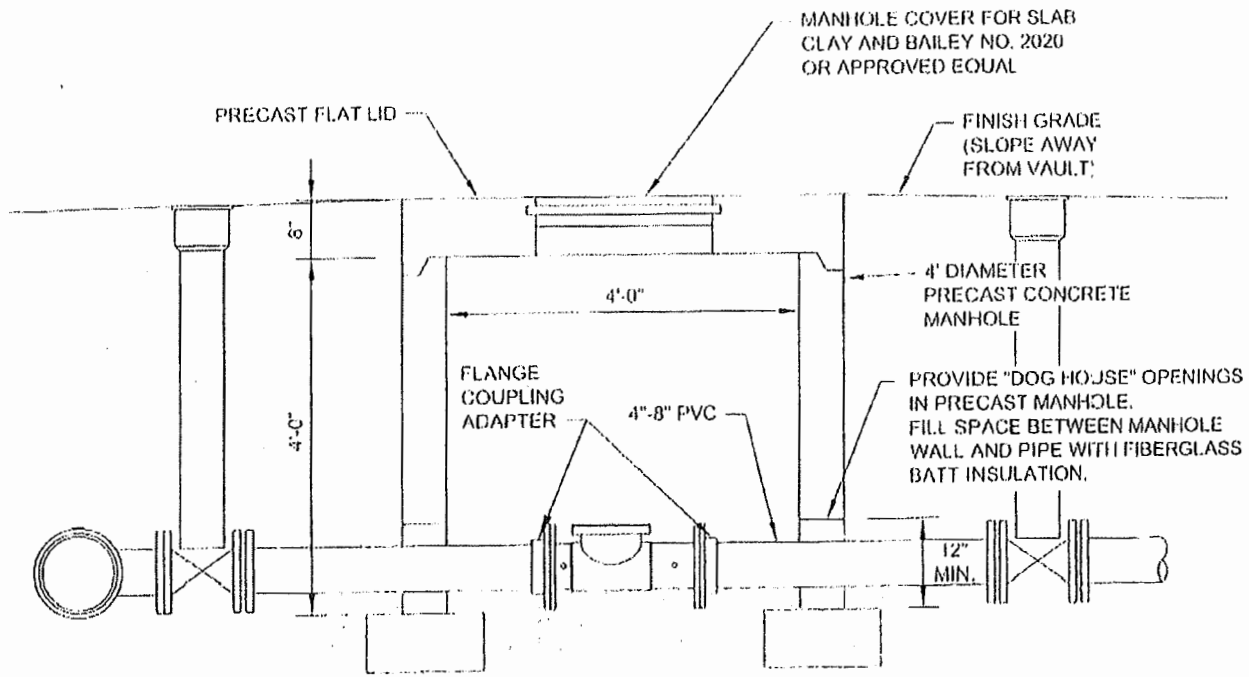
PUBLIC WATER SUPPLY DISTRICT #9  
BOONE COUNTY, MISSOURI

1" AND 3/4" METER - ROAD CROSSING

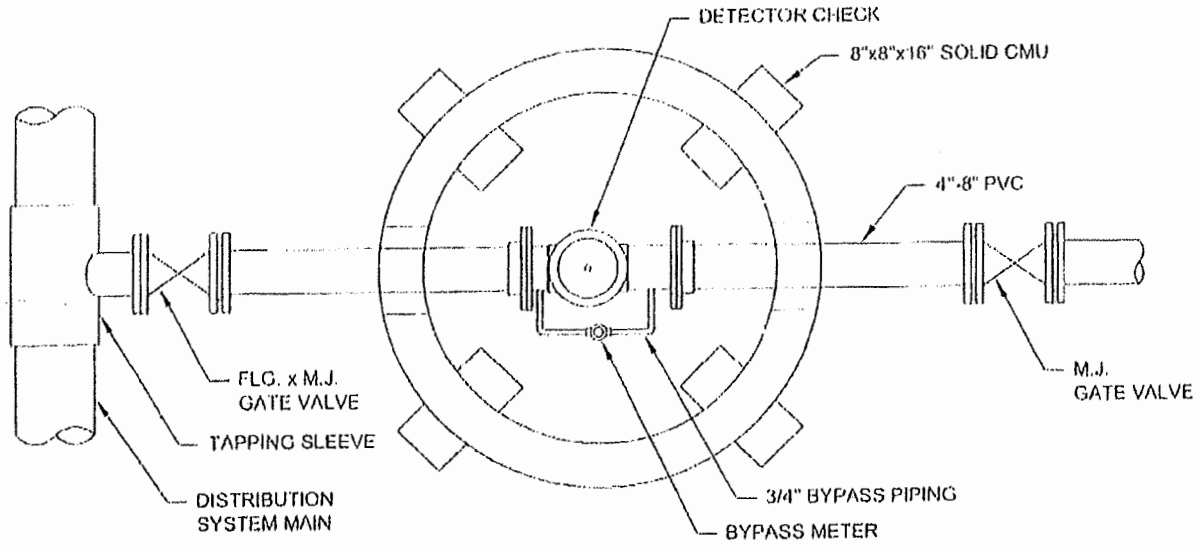
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MARCH, 2007

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D-5B

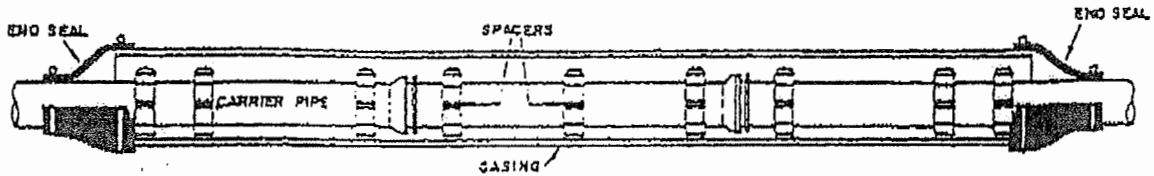


SECTION

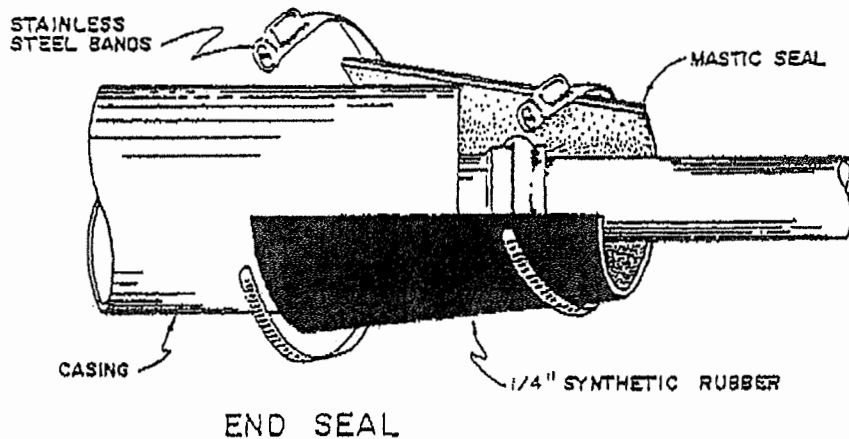


PLAN

- NOTES:
1. FOR USE IN ALL AREAS SUBJECT TO VEHICULAR TRAFFIC.
  2. IN NON-TRAFFIC AREAS, A PLASTIC METER BOX WITH CAST IRON LID MAY BE SUBSTITUTED AS APPROVED BY THE DISTRICT.
  3. ALL PRECAST CONCRETE SHALL CONFORM TO ASTM C478 AND C789.



TYPICAL CASING SPACER CONFIGURATION  
AS SPECIFIED



Highway and railroad bore approval and permit shall be provided by the respective owner or agency of authority. Construction shall be in accordance with the respective rules and specifications of the respective owner or agency of authority: MHTD (7 CSR 10-3.1010) Location and Relocation of Utility Facilities on State Highways Appendix A; or AREA Specifications, Part 5B, Pipelines for Non-flammable Substances, Appendix B.

Carrier pipe shall be Class 200 PVC Yellowline or approved equal, or as shown on approved plans. Casing spacers shall be RACI polyethylene casing spacers or approved equal and shall be spaced and installed per approved manufacturer's printed recommendations.

Tracer wire shall be laid along the center line of all water line construction.

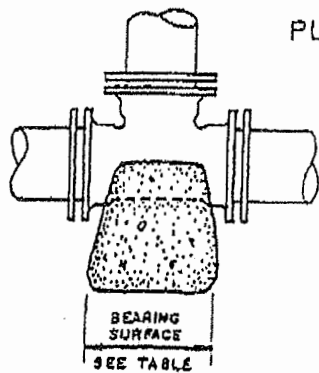
PUBLIC WATER SUPPLY DISTRICT #9  
BOONE COUNTY, MISSOURI

BORE DETAIL

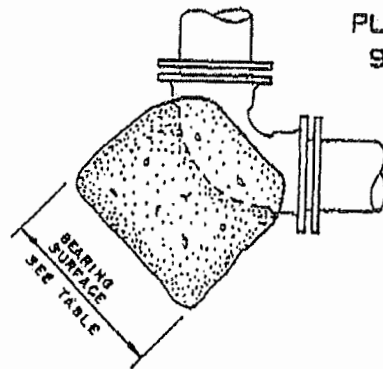
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MARCH, 2007

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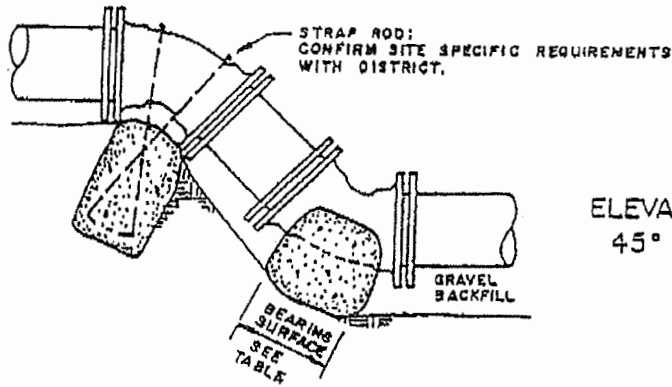
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D-6A



PLAN VIEW  
TEE



PLAN VIEW  
90° ELBOW



ELEVATION VIEW  
45° ELBOWS

BEARING AREA OF BLOCK IN SQUARE FEET					
Fitting Sizes	Valve, Tee, Deadend	90° Elbow	45° Elbow	22 1/2° Elbow	11 1/4° Elbow
2 - 3"	0.7	1.0	0.5	0.3	0.2
4"	1.3	1.8	1.0	0.5	0.3
6"	2.8	4.0	2.1	1.1	0.6
8"	5.0	7.1	3.8	2.0	1.0
10"	7.9	11.2	6.0	3.1	1.5
12"	11.3	16.0	8.6	4.4	2.2

Areas are based on an allowable soil bearing pressure of 2000 pounds per sq. ft. Pipe at 200psi. For other soil conditions multiply area in table by appropriate factor.

Soil Type	Bearing Pressure	Multiplier
Soft Clay	1,000	2.00
Sand or Medium Clay	2,000	1.00
Compacted Sand & Gravel	3,000	0.67
Sand/Gravel/Cemented w/Clay	4,000	0.50

Do not cover bolts or nuts on MJ flange fittings with concrete

PUBLIC WATER SUPPLY DISTRICT #9

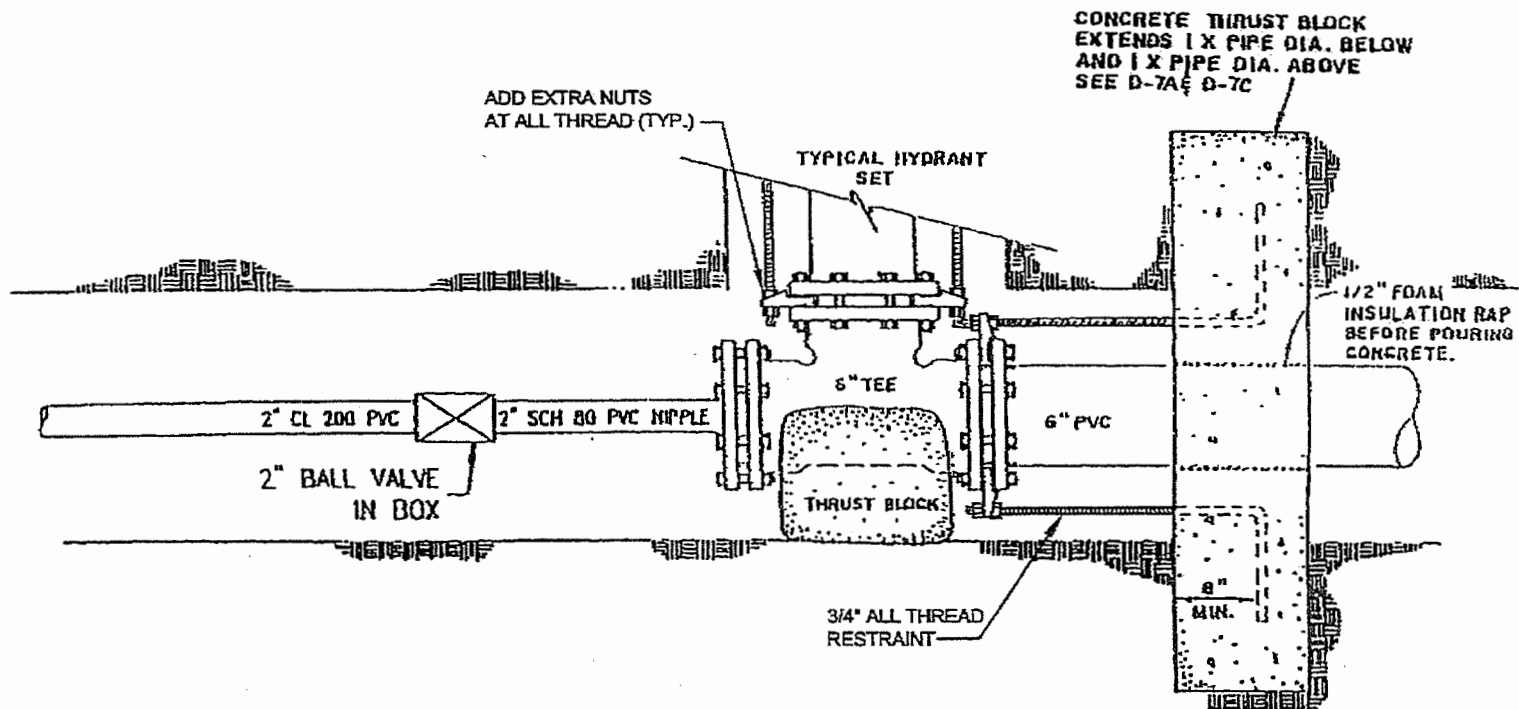
BOONE COUNTY, MISSOURI

CONCRETE THRUST BLOCKING

DATE:  
MARCH, 2007

REVISED:

SHEET:  
D-7A



PUBLIC WATER SUPPLY DISTRICT #9

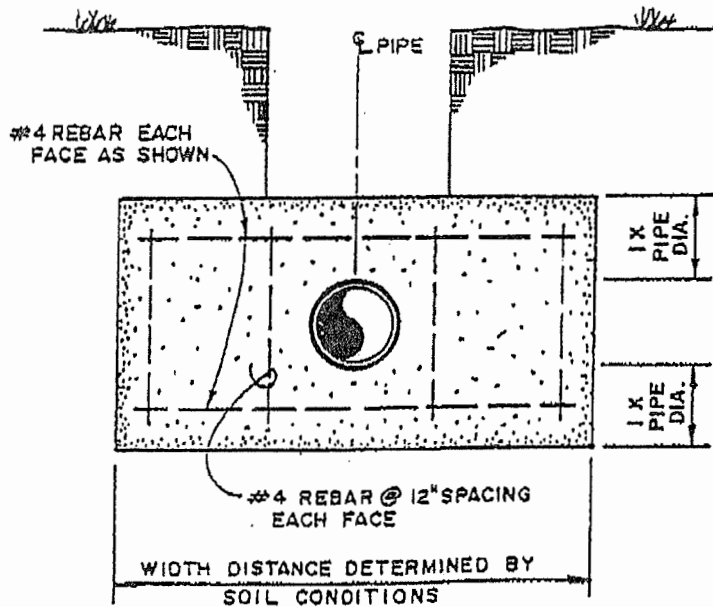
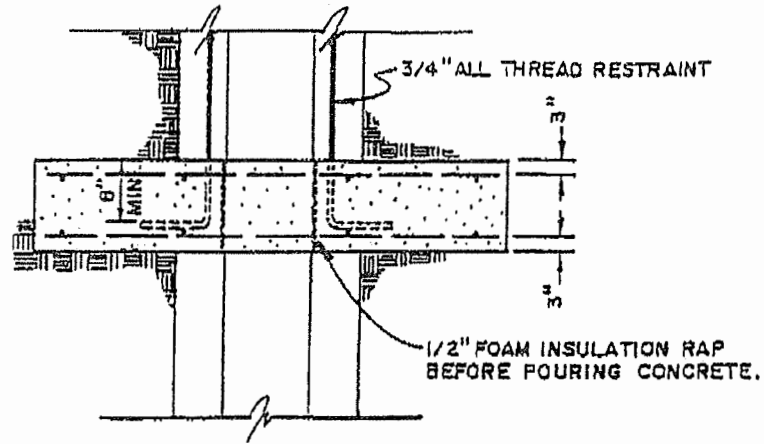
BOONE COUNTY, MISSOURI

CUL-DE-SAC MAIN REDUCTION BEYOND LAST FIRE HYDRANT

DATE:  
MARCH, 2007

REVISED:

SHEET:  
D-7B



PUBLIC WATER SUPPLY DISTRICT #9

BOONE COUNTY, MISSOURI

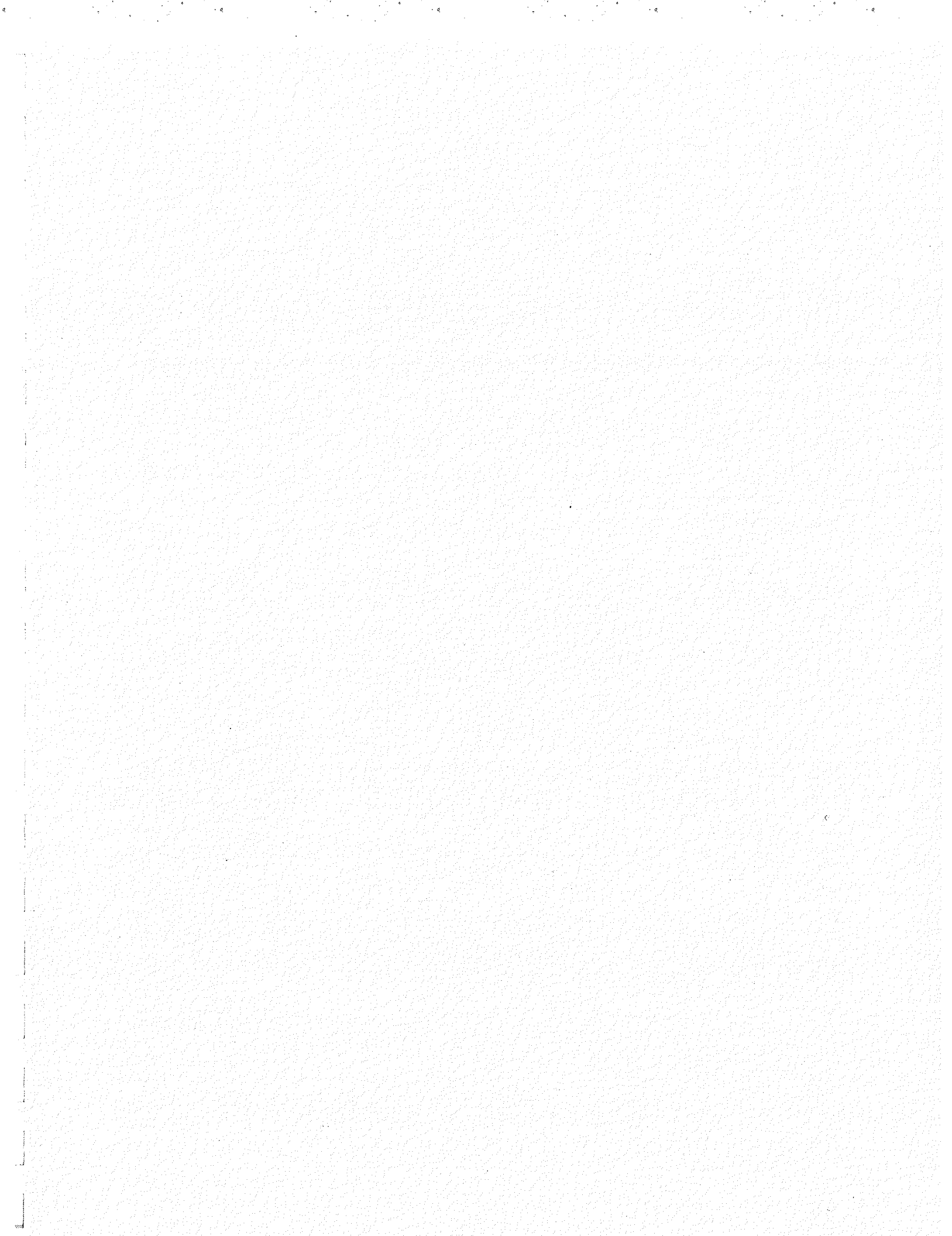
THRUST WALL DETAIL

DATE:  
MARCH, 2007

REVISED:

SHEET:  
D-7C





345-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 18

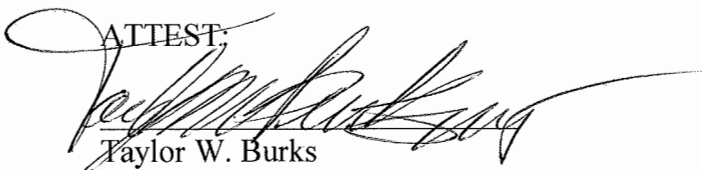
In the County Commission of said county, on the 17th day of July 20 18

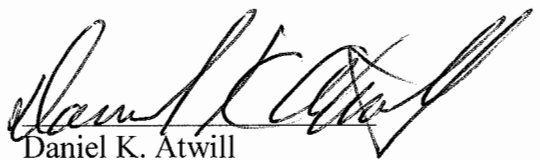
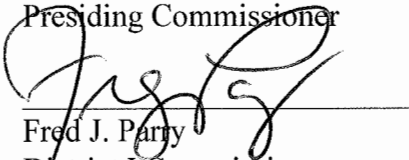
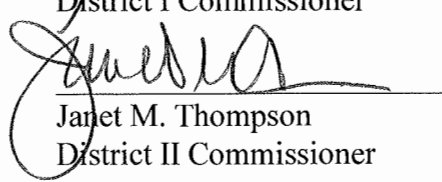
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Tax Collection Agreement between Boone County and the City of Rocheport.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Tax Collection Agreement.

Done this 17th day of July, 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

## TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of July, 2018, by and between the **City of Rocheport, Missouri**, a municipal corporation, hereinafter called the “City” and Boone County, Missouri, through the Boone County Commission, hereinafter called the “County”, and Tom Schauwecker, Boone County Assessor, hereinafter called the “Assessor”, Taylor W. Burks, Boone County Clerk, hereinafter called the “Clerk”, and Brian McCollum, Boone County Collector of Revenue, hereinafter called the “Collector”;

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and RSMo Sections 50.332 and 70.220, to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

### I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

### II

The County agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Rocheport, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City *except* monies due and owing the City that relate to Special Assessments.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections and Distributions Report.

VI

The City shall fix its ad valorem property tax rates, as provided in RSMo Section 67.110, not later than September first for entry in the tax books. If the City should fail to comply with RSMo Section 67.110, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest, and fees. Such collection of taxes, penalties, interest, and fees shall be conducted in accordance with applicable law(s). The City shall provide to the County Clerk and County Collector all City Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such City Ordinances or any new City Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

## VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by RSMo Sections 137.720.1 and 137.750, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by RSMo Sections 137.720.3 and 137.750, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under RSMo Section 137.720.3 shall exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by RSMo Sections 137.720 and Section 137.750, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify City of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

## IX

The City further agrees that the penalty authorized by RSMo Section 52.290, as amended, for delinquent taxes shall be retained by the County and distributed as provided in RSMo Section 52.290.

X

The City further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The City further agrees that the County shall be authorized to compromise and abate taxes owed to the City in the same manner as it authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The City shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the City, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year. The City shall provide beginning and ending address range data for properties located within the City for all boundary changes of the City.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2019, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2019, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement.

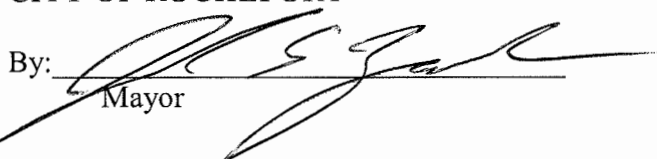
XIV

The City agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

Pursuant to the provisions of RSMo Section 137.073.7, no tax rate shall be extended on the tax rolls unless the City has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

**CITY OF ROCHEPORT**

By:   
Mayor

ATTEST:

  
City Clerk

**COUNTY OF BOONE**

  
Brian C. McCollum, Collector of Revenue

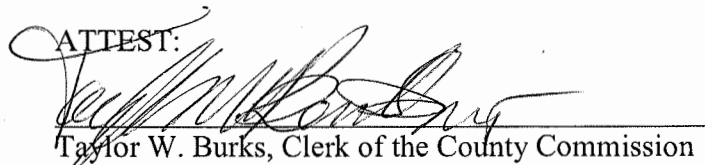
  
Tom Schauwecker, Assessor

  
Taylor W. Burks, Clerk

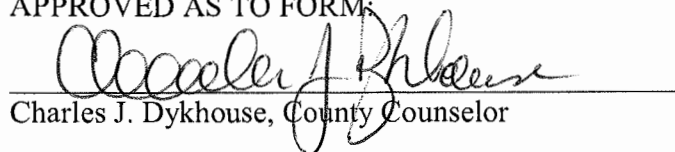
**Boone County Commission**

By:   
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
Taylor W. Burks, Clerk of the County Commission

APPROVED AS TO FORM:

  
Charles J. Dykhous, County Counselor