546-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 18

County of Boone

ea.

In the County Commission of said county, on the

13th

day of

December

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 47-01NOV18 – Radio Tower Foundation and Site Construction for New Radio Tower in Hallsville, Missouri to C.L. Richardson Construction Company of Ashland, Missouri.

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

Done this 13th day of December, 2018.

ATTEST

Clerk of the County Commission

Daniel K. Atwill

Rresiding Commissioner

Fred I Parr

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



613 E.Ash St., Room 110 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

December 5, 2018

RE:

Bid Award Recommendation: 47-01NOV18 - Radio Tower Foundation

and Site Construction for New Radio Tower in Hallsville, Missouri

Request for Bid 47-01NOV18 – Radio Tower Foundation and Site Construction for New Radio Tower in Hallsville, Missouri closed on November 1, 2018. Six bids were received. Dave Dunford, our Radio Consultant, recommends award to C.L. Richardson Construction Company of Ashland, MO for offering the best bid. His evaluation is attached.

The low bid offered by Rhad A. Baker Construction was not awarded due to the following reasons: 1) No previous experience with any tower foundations; 2) Bid seems to be missing related site work such as excavation, trenching, grading, and the gravel and vegetation barrier; 3) Poor reference received from City of Ashland

Total contract amount is \$81,750 and will be paid from department 2706—Radio Network Improvements, account 91300 — Machinery & Equipment. \$504,194 is budgeted for the entire project. The engineer's estimate was \$95,000.

ATT: Bid Tab

Evaluation Report

cc:

Bid File

Dave Dunford, Radio Consultant

Chad Martin / Patricia Schreiner, Joint Communications

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB Director of Purchasing

> Dave Dunford Radio Consultant

TO:



613 E. Ash Street, Rm. 110 Columbia, MO 65201 (573) 886-4391 (573) 886-4390

	Chad Martin Director of Joint Communications
FROM:	Melinda Bobbitt, CPPO, CPPB Director of Purchasing
DATE:	November 2, 2018
RE:	Bid Award Recommendation – 47-01NOV18 – Radio Tower Foundation and Site Construction – Radio Tower in Hallsville
return this cove	bid tabulation for the six responses received for the above referenced bid. Pleaser sheet with your recommendation by e-mail or fax after you have completed the its bid. If you have any questions, let me know.
DEPARTMEN Depart	NT REPLY: tment / Account: 2706-91300 (\$504,194 budgeted for all of project)
***************************************	Award Bid by low bid to Rhad A. Baker Construction
	Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation). ALLASS SEE ATTACHES RECOMMENDED IN ONLY ON THE PROPERTY OF
	Recommend rejecting bids for reasons detailed on attached page. (Attach department recommendation).
Administrativ	e Authority Signature: Date: 11/9/18

An Affirmative Action/Equal Opportunity Institution

County of Boone (MO) BID 47-01NOV18 Review, Evaluation, and Recommendation

Prepared 11-6-18 by David O. Dunford, Radio Consultant

This document was prepared following the receipt of bids for civil work related to the site development and tower construction in conjunction with the Boone County Joint Communications radio network development at the new BCB site. A bid was generated seeking proposals to construct a tower foundation, an equipment pad and a generator pad, to excavate ditches for conduit and grounding conductors, and to perform grading and final cover for the tower site at the BCPW facility on 124 at U.S. 63.

An original bid with two addenda received six responses with prices ranging from \$74,900.00 to \$189,120.00. The estimated cost was \$95,000.00. I was asked to provide a recommendation on bid award and because of the pricing spread, only the lowest four of the six received bids were investigated. I developed a rough outline of detailed follow up questions related to the construction and site specifics at the BCB facility. As part of this process I spoke with a civil engineer and a geotech engineer about some of the pertinent intricacies of the bid work. I then contacted the listed representatives of the four bidding firms by phone and posed each of the questions for their comment and clarification.

Five of the six bidders proposed constructing a spread footing for the tower instead of drilling three 42' deep piers. From the soils report, it appears that the ground will be tolerant of the spread footing (hopefully no large boulders) and it can be accomplished without expensive drilling and casing equipment, thus at lower cost to County. The spread footing basically consists of a 27' x 27' reinforced concrete mat 21" thick which is constructed in an excavated square hole with its floor 8' below the ground surface. It will require about 18,000 pounds of reinforcing steel for the pad and the three leg piers. A major concern is keeping the steel above the floor of the foundation and holding all the parts, piers, and tower anchor bolts in place during the concrete pour.

The first bidder contacted was Remsel and I spoke with John Dometrorch. Remsel proposes using Raithel Bros. for the shelter and generator pads as well as the structural concrete work on the tower foundation. Crockett would handle the special inspections. Mr. Dometrorch appeared to have a clear understanding of the entire scope of the work and spoke readily about the sequence and processes his firm proposed for this project. As mentioned above, an important consideration is the preparation of the 27' x 27' tower base pad and Remsel proposes using a 'mud mat' so the ironworkers can securely fabricate the 9-ton mat and pier assembly while keeping the rebar clean and fully embedded in the concrete. He fully explained how the firm planned to achieve compaction requirements for the shelter foundation that lies immediately adjacent to the tower foundation and he was familiar with all of the detailed miscellaneous work. Remsel submitted a bid for \$93,000.00.

The second bidder contacted was McGilton Construction and I spoke with Tom McGilton. This firm performed the site work and tower foundation construction for County of Boone at the BHS site where we erected a 175' monopole tower. This firm proposes to perform all the work themselves but does use a separate crew for the steel tying and plans to use Terracon (Columbia) for the special inspections. This firm plans to use a 'green floor' to also provide a clean, stable area for the ironworkers. McGilton Construction has extensive experience with tower base and site construction and has recently completed a similar mat foundation for Verizon Wireless in Grandview, MO. McGilton also fully explained the proposed detailed site work including the trenching, excavation for the underground LP tank, and his firm's approach to the gravel and vegetation barrier installation.

McGilton Construction submitted a bid for \$97,035.00.

The third bidder contacted was Rhad Baker Construction and I spoke with Rhad Baker. Since his firm proposed performing 75% of the work, I asked about subcontractors and he reported that were none. Mr. Baker reported that the form was not "job specific". When asked what firm would be handling special inspections he offered Terracon or Crockett but advised that his firm had not contacted anyone yet. Regarding question 5. about similar work, Mr. Baker reported that his firm had not done any tower foundations but had other experience. When asked question 7. about the treatment of the floor of the excavated tower pad, Mr. Baker reported that his firm did not use a mud mat. Question 8. asked about his firm's plan to support the roughly 18,000 pounds of reinforcing steel up off the dirt floor and Mr. Baker reported that they would use (rebar) chairs placed on the soil.

The final question asking Mr. Baker to confirm his understanding of the scope of the work brought considerable ire from Mr. Baker. He appeared unaware of any of the related site work such as excavation, trenching, grading, and the gravel and vegetation barrier. Mr. Baker then accused me of "lying" to him by saying that "all that was involved were the three concrete pads". Baker did phone me last Wednesday and inquired about the foundations, having been given my contact information by Fred Malicoat who produced the site and detail drawings. Upon further discussion Mr. Baker reported that he could not read the drawings as they were unclear. I asked him if he received the addenda, one of which related to a drawing clarification, to which he had no answer. (signed addenda acknowledgement copies do accompany the bid). I asked Mr. Baker how he picked up the concrete pad details which were on the same sheets as all the detailed site work, for which he had no answer. I tried to explain to Mr. Baker that the County Purchasing process involves commitment to paperwork and observance of the contract requirements (text as well as diagrams) but he was not placated and quickly became confrontational. He reported that his firm has done "twenty jobs for Boone County" and that "Melinda Bobbitt can't answer technical questions". I tried to explain the County's purchasing practices, specifically how questions are handled, but Mr. Baker was very upset by then.

After my conversation with Mr. Baker I looked over his list of references and followed up with Mr. Lyn Woolford who was listed as the contact party for a \$465k project in

Ashland, MO. The project involved water main and sidewalk rehab plus some street construction work. Mr. Woolford reported that the Mr. Baker's work product and professional relations were such that Ashland felt compelled to hire their own full time project inspector who was a former MoDOT specialist, to oversee the project tasks. Some of the work performed by Rhad Baker Construction required removal and replacement by that firm because of insufficient performance. Additionally, MoDOT twice serviced flatwork installed by Rhad Baker Construction because of deficient construction.

Rhad Baker Construction submitted a bid for \$74,900.00

The fourth bidder contacted was C.L. Richardson Construction and I spoke with Dave Richardson. Like Remsel, C.L Richardson proposes using Raithel Bros. for the shelter and generator pads plus the structural concrete work and Crockett for the special inspections. Richardson has had experience with Raithel Bros. on several public works projects involving structural concrete. Raithel Bros. plans to use a 'mud mat' in the bottom of their tower pad excavation on which to build the two reinforcing steel mats and three piers. Richardson reported having three different machines to provide the necessary soil compaction for the backfilled area adjacent to the shelter and the tower base. Mr. Richardson recited the additional work including the miscellaneous trenching, the preparation for grounding conductors, the excavation for the underground LP tank and the grading, compaction, and application of gravel over vegetation barrier for the tower and shelter compound.

C.L. Richardson Construction submitted a bid for \$81,750.00.

Based on the submitted bid documents and follow up discussions with the contractor representatives it is my opinion that Remsel Construction, McGilton Construction, and C.L. Richardson Construction all have a solid understanding of the scope of the project and the detailed work requirements. Additionally they each appear to be prepared to complete the project in a timely and workmanlike manner. However, it is my opinion that Rhad Baker Construction does not fully understand the scope of the project and may not have included all of the detailed work tasks, including trenching, excavating, grading and compound finish, in that firm's bid.

It is my recommendation that the bid for the project work be awarded to the second lowest bidder, C.L. Richardson Construction, for \$81,750.00.

David O. Dunford Radio Consultant, County of Boone (MO)

Supplemental Information County of Boone, Bid #47-01NOV18 Prepared by David O. Dunford, Radio Consultant, County of Boone

Date/Time of Contact 11-6-18 7:11 - 7:24
Phone 573-474-8715
Person contacted TOWN DOMETRORCH
1. What work or project elements will be contracted to another firm?
PLUS SOME # FOL CAYOUT.
2. What projects has your firm completed with (any) proposed contractor? NICOES
ADATEL, HEADWAYS, LOT WORK FOR MARKENT.
3. Who would be performing special inspections for the project? Chouse T.
4. Has your firm worked with this special inspector on soil compaction and concrete material testing?
5. County requested a list of contracts completed within three years for work similar in scope. Could you please describe the ones most similar to the proposed work? MO-HILA STANDARD NO DOT STEEL BASED.
WILL USE PRE FAB STIFF.
6. To clarify, is your proposed time to complete the work, from start to finish, days? If not, what is the estimate for duration of on-site work? days. Will this include completion of utility locates? REVIEW SHEADS ON REBAR 15 days,
7. Given the nature of the excavation for the tower spread footing, and given the variability of weather, does your bid include provision for a mud mat or a green floor on which iron workers would tie the base mats? . \$\forall f_S\.

8. If not using a mud mat, would you please describe the system your firm proposes to use to elevate the steel mats above the soil level and keep the reinforcing steel clean?

9. What method does your firm propose to use to support the upper mat of steel and the pier supports?

10. Using the spread foundation for the tower base, the shelter foundation will nearly overlap the backfill over the tower base. Will your firm build the tower foundation or the shelter foundation first? What system will your firm use to compact the tower foundation backfill?

CAT JESS GOMPHETEK POST ? ON NAT CLUBE TIME PAUL TO COMPACTION
What system will your firm use to test the compaction of the backfill prior to excavation

of the shelter foundation? - CHOCKELL

11. Would you please confirm your understanding of the requirements for grounding conductor trenching, electrical line trenching, LP tank excavation, and the gravel/vegetation barrier on the compound?

PECITED PUNDETAILS INCLUDES THE
TRENEHMS, GROTZATICE WIGHOSE AND MISC
CINCHATTON DEFRAICO ON THE JUNES.

Supplemental Information County of Boone, Bid #47-01NOV18 Prepared by David O. Dunford, Radio Consultant, County of Boone

Date/Time of Contact //-6-18 9:39 - 9:52
Phone 913-522-9752(m) 816741-6161(w)
Person contacted Tom MC GILTON
1. What work or project elements will be contracted to another firm? WO ELST, / FUN ONTERP, PRO WAYLING LUFTERED.
Teleacond for stre instrum.
2. What projects has your firm completed with (any) proposed contractor? ALL V主い たいとた アルロリング ,
3. Who would be performing special inspections for the project?
4. Has your firm worked with this special inspector on soil compaction and concrete material testing?
5. County requested a list of contracts completed within three years for work similar in scope. Could you please describe the ones most similar to the proposed work? **The GRANDIN WILLIAM TO BE THE TO DE MATE.
6. To clarify, is your proposed time to complete the work, from start to finish, days? If not, what is the estimate for duration of on-site work? days. Will this include completion of utility locates?
7. Given the nature of the excavation for the tower spread footing, and given the variability of weather, does your bid include provision for a mud mat or a green floor on which iron workers would tie the base mats? 45.5, -3 4 FASEN PLOSE

- 8. If not using a mud mat, would you please describe the system your firm proposes to use to elevate the steel mats above the soil level and keep the reinforcing steel clean?
- 9. What method does your firm propose to use to support the upper mat of steel and the pier supports? STANDEST ### " 2 " 5 GME.
- 10. Using the spread foundation for the tower base, the shelter foundation will nearly overlap the backfill over the tower base. Will your firm build the tower foundation or the shelter foundation first? What system will your firm use to compact the tower foundation backfill?

What system will your firm use to test the compaction of the backfill prior to excavation of the shelter foundation? ROLL 7257 7357 By SPECAZ (NSPECAL)

11. Would you please confirm your understanding of the requirements for grounding conductor trenching, electrical line trenching, LP tank excavation, and the gravel/vegetation barrier on the compound?

Supplemental Information County of Boone, Bid #47-01NOV18 Prepared by David O. Dunford, Radio Consultant, County of Boone

Date/Time of Contact 11-6-18 /154 - 8;12
Phone 573-489-6470
Person contacted RHAD BAKER
1. What work or project elements will be contracted to another firm? NONC - SAUS FULM UP NOT JUB SUCCER.
2. What projects has your firm completed with (any) proposed contractor? Nの SU版・
3. Who would be performing special inspections for the project? TERRACEN OL CROCETT, THRE NOT CONTRETED AMOUNT.
4. Has your firm worked with this special inspector on soil compaction and concrete material testing? YES, & o'7 # .
5. County requested a list of contracts completed within three years for work similar in scope. Could you please describe the ones most similar to the proposed work? NEVER ROWER FOUNDATION BUT 177 STMPK".
6. To clarify, is your proposed time to complete the work, from start to finish, days? If not, what is the estimate for duration of on-site work? days. Will this include completion of utility locates?
7. Given the nature of the excavation for the tower spread footing, and given the variability of weather, does your bid include provision for a mud mat or a green floor on which iron workers would tie the base mats? NO MID NATE INSTANCE.

- 8. If not using a mud mat, would you please describe the system your firm proposes to use to elevate the steel mats above the soil level and keep the reinforcing steel clean? CHAIRS - WILL SET ON SOIL OF LOW LOWING FILL.
- 9. What method does your firm propose to use to support the upper mat of steel and the pier supports? REBAR CHARS OR THE TO FOLMS.

DWG'S FOR REBAR US 224

10. Using the spread foundation for the tower base, the shelter foundation will nearly overlap the backfill over the tower base. Will your firm build the tower foundation or the shelter foundation first? What system will your firm use to compact the tower foundation backfill? "Don't know - YOU CAUGHT ME COT GEARS" MOLE THAN LIKELLY POLICE

What system will your firm use to test the compaction of the backfill prior to excavation of the shelter foundation? CAOCKTI WILL TEST.

11. Would you please confirm your understanding of the requirements for grounding conductor trenching, electrical line trenching, LP tank excavation, and the gravel/vegetation barrier on the compound?

MEGADA CAN'T NUSSEE FROM PAR. -

Supplemental Information County of Boone, Bid #47-01NOV18 Prepared by David O. Dunford, Radio Consultant, County of Boone

Date/Time of Contact /-6-18 /0/34-/0:46, //:/3-/1:17, 12:45-12:50
Phone 573-657-9557 (W) 864-3327 (M)
Person contacted DAJE ALCHARDEON
1. What work or project elements will be contracted to another firm? CONCRETE, SPIGAL IN SPERWAL.
2. What projects has your firm completed with (any) proposed contractor? RECUENT WOME WI RAITHTEL CONCLETE,
3. Who would be performing special inspections for the project? Con Excit
4. Has your firm worked with this special inspector on soil compaction and concrete material testing?
5. County requested a list of contracts completed within three years for work similar in scope. Could you please describe the ones most similar to the proposed work? WS BUS BARN, BODDE COUNTY TOTAL LARCE, BUN FEMALE BOY CHURCH, ASEN FILLEN LIFT SIM. COLD COUNTY TOTAL COLD COUNTY TOTAL COLD COLD COLD COLD COLD COLD COLD COLD COLD
6. To clarify, is your proposed time to complete the work, from start to finish, days? If not, what is the estimate for duration of on-site work? days. Will this include completion of utility locates? 125-17 SHould.
7. Given the nature of the excavation for the tower spread footing, and given the variability of weather, does your bid include provision for a mud mat or a green floor on which iron workers would tie the base mats? YES-WILL USE MUD MAT.

8. If not using a mud mat, would you please describe the system your firm proposes to use to elevate the steel mats above the soil level and keep the reinforcing steel clean?

N/A

- 9. What method does your firm propose to use to support the upper mat of steel and the pier supports?
- 10. Using the spread foundation for the tower base, the shelter foundation will nearly overlap the backfill over the tower base. Will your firm build the tower foundation or the shelter foundation first? What system will your firm use to compact the tower foundation backfill? MINI-HOC TAMEL (OUE FOR MINI THE HOLE)

What system will your firm use to test the compaction of the backfill prior to excavation of the shelter foundation?

11. Would you please confirm your understanding of the requirements for grounding conductor trenching, electrical line trenching, LP tank excavation, and the gravel/vegetation barrier on the compound? 755

BID TABULATION:47-01NOV18 - Radio Tower Foundation and Site Construction - Radio Tower in Hallsville

Item#	<u>Description</u>	Mercury Communications & Construction Inc.	Remsel	McGilton Construction Company Inc.	CL Richardson Construction Co	Rhad A. Baker Construction	Cahills Construction, Inc.
4.01.	Radio Tower Foundation and Site Construction per the Requirements Stated in the RFB.	\$189,120.60	\$93,000.00	\$97,035.00	\$81,750,00	\$74,900,00	\$115,000.00
	How many days after Notice to Proceed will work begin?	15	15	15	15	15	15
	How many days after Notice to Proceed will work be completed?	30	36	20	45	30	45
	List Subcontractors Name, Address, and Work Assigned.	T. STEELE CONSTRUCTION— FOUNDATION DRILLING	RAITHEL BROS, JEFFERSON CITY, MO - IN PLACE CONCRETE CROCKETT GTL, COLUMBIA, MO INSPECTION AND TESTING		Raithel Bros, Jefferson City, Mo - In Place Concrete		
	Statement of Bidder's Qualifications Returned	YES	YES	YES	YES	YES	YES
	Work Authorization Returned	YES	YES	YES	YES	YES	YES
·	Debarment Certification Returned	YES	YES	YES	YES	YES	YES
	Anti-Collusion Statement Returned	YES	YES	YES	YES	YES	YES
	Signature and Identity of Bidder Returned	YES	YES	YES	YES	YES	YES
	Bidder's Acknowledgment Returned	YES	YES	YES	YES	YES	YES

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the <u>Boone County Commission</u> (hereinafter referred to as the Owner), and C. L. Richardson Construction Company (hereinafter referred to as the Contractor).

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

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

BID NUMBER 47-01NOV18 – Radio Tower Foundation and Site Construction for New Radio Tower in Hallsville, Missouri

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed within the Request for Bid for the amount of \$81,750.00.

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

Introduction and General Conditions of Bidding **Primary Specifications** Response Presentation and Review Response Form Statement of Bidders Qualifications Standard Terms and Conditions Work Authorization Certification Certification Regarding Debarment Anti-Collusion Statement Signature and Identity of Bidder Bidders Acknowledgment Insurance Requirements State Wage Rates-Annual Wage Order #25 Affidavit - OSHA Requirements Affidavit - Prevailing Wage Performance Bond Labor & Material Payment Bond Project Plans and/or Details Contractor Bid Response

The Contractor 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.

subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: **Eighty-One Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$81,750.00)** as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on $\frac{12.13.18}{0.000}$ at Columbia, Missouri. (Date)

C. L. RICHARDSON CONSTRUCTION COMPANY

BOONE COUNTY, MISSOURI

by Chuhulin

title President

Vanuel Clark

Boone County Commission

APPROVED AS TO FORM:

Counselor

ATTIEST.

County Clerk

AUDITOR CERTIFICATION

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

2706 / 91300 - \$81,750.00

Signature

Date

Appropriation Account

Presiding Commissioner

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

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

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

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

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

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

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

RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its

4. Response Forn	sponse F	⁷ orm
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Company 1 Address:	Name:	C.L. Kicharas	on Construction Co., Inc.
City/Zip:	,	Ashland, MO 65	
Phone Nun	nber:	573-657-9557	
E-Mail: Fax Numb	Art.	573-657-1078	hotmail.com
1.av Lanito	CI.	3/3-63/-10/0	
Federal Ta		43-1688255	
(Corpor			
() Partner	rship – Name lual/Proprieto	orship – Individual Name	
() Other (
4.00 <u>PF</u>	RICING		
4.01. Ra	dio Tower Fo	oundation and Site Construction	per the requirements stated herein.
5111	ىدىن	(Lad C. O DOLLARS and the CENTS
Ciquery	(Quoted	cost in print)	dred firmpollars and no CENTS
	, (4,,,,,,	- coor sar prints,	\$ 81, 750,00 /LUMP SUM
4.02. W	ork will begin	n on project <u>15</u> days after	receipt of Notice to Proceed.
4.03 W	ork will be co	ompleted <u>45.</u> days after rec	ceipt of Notice to Proceed.
		g: If Vendor proposes to use su e assigned in spaces below.	bcontractors for this work, list the names of the
Subcontrac	ctor Name/Ac	ddress	Work Assigned
Raith	el Brot	thers Const.	Concrete
5023	Sheph	erd Hille Kd	
Jeff	erson (City, MO 65101	
ter wi su if	ne undersigne rms stated and nich have bee bmission of t	ed offers to furnish and deliver the din strict accordance with all resent read and understood, and all othis bid, the vendor certifies that action 34.359 (Missouri Domestics)	ne articles or services as specified at the prices and quirements contained in the Request for Bid of which are made part of this order. By they are in compliance with Section 34.353 and, tic Products Procurement Act) of the Revised

Print Name and Time of Authorized Representative;

Dave Richardson, President

Date: 11/1/18

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: C.L. Richardson Construction Co., Inc.
2.	Business Address: 15475 Huy 63 South, Ashland, MO 65010
3.	When Organized: 1952
4.	When Incorporated: 6/24/94 5. List federal tax identification number: 43-1688 255 If not incorporated, state type of business (sole proprietor, partnership, or other)
6.	Number of years engaged in business under present firm name:
7.	If you have done business under a different name, please give name and business location under that name:
8.	Percent of work done by own staff: 15%
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? No If so, give
11.	List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each.
12.	List of projects currently in progress: See Atfached.

C.L. RICHARDSON CONSTRUCTION - PROJECTS COMPLETED WITHIN LAST 3 YEARS

PROJECT	COMPLETION DATE	LOCATION	CONTACT - PHONE NO.		TOTAL
		100000000000000000000000000000000000000		1	
Hallsville Wastewater Treatment Project	Jan-15	Hallsville, MO	Cheri Reich, Mayor, City of Hallsville, 573-696-3885	\$	1,004,024.00
CPS Bus Barn Site Improvements (SI, SE, GR, SD)	May-15	Columbia, MO	Charles Oestreich, Columbia Public Schools,573-214-3774	\$	2,635,900.00
Southampton Center Phase 1 (SI,WA,SE,GR)	May-16	Columbia, MO	Skip Grossnickle, 573-875-4800	\$	304,295.00
APAC - UMC Summer Paving 2015	Aug-15	Columbia, MO	Brian - APAC-MO, 573-449-0886	\$	122,673.00
DNR - Harrisburg/Thornhill Land Reclamation	Nov-15	Harrisburg, MO	Daniel Wedemeyer, MO-DNR, 573-751-3443	\$	24,394.00
BCPW - Stidham/Harper Rd Drainage Structure Imp.	Nov-16	Boone County, MO	Jeff McCann, Resource Mgmt., BCPW, 573-886-4478	\$	143,250.00
New Franklin Wastewater Treatment Imp. (SE)	Apr-16	New Franklin, MO	Stephen Lin, Allstate Consultants, 573-875-8799	\$	1,631,902.00
Prost - Boonville R-1 BTECH & LSE Schools	May-16	Columbia, MO	Richard Northeimer, Prost Bldrs., 573-635-0211	\$	181,058.00
McKeown Parkway Street Imp Moberly (GR,EW,EX)	May-16	Moberly, MO	Brian Fifer, Shafer, Kline & Warren, 660-385-6441	\$	362,432.00
Salisbury High School Parking Lot (Sub for LVS)	May-16	Salisbury, MO	Ron, LVS Builders, 660-388-5175	\$	181,058.00
Callao Wastewater Treatment Systems Improvement	Jun-16	Callao, MO	Phillip Wilson, Shafer, Kline & Warren, 660-385-6441	\$	722,422.00
SOMCO - Demo Salisbury Potato Chip Plant	Jun-16	Salisbury, MO	Joe Doles, SOMCO, 573-289-0287	\$	53,189.00
City of Columbia - Norma Sutherland Smith Pond (T&S)	Jun-16	Columbia, MO	Matt Boehner, Parks & Rec., 573-874-7204	\$	49,982.00
Guy Bouchard Lake	Aug-16	Kingdom City, MO	Guy Bouchard, 573-288-8086	\$	43,574.00
BoCo Fire Protection District (Sub for Curtiss, Manes)	Sep-16	Boone County, MO	Shawn Schulte, Curtiss, Manes, 573-392-6553	\$	119,889.00
Sinclair Farms Site Work	Dec-16	Boone County, MO	Collin, 573-387-4400, x-310	\$	64,790.00
Southwind Plat 2 - Winscott Const. (SI, WA, SE, GR)	Mar-17	Ashland, MO	Keith Winscott, 573-657-1335	\$	465,990.00
LCD - City of Columbia Landfill - Solid Waste (SI)	Sep-17	Columbia, MO	McKinzie Thorpe, Little Dixie Const., 573-449-7200	\$	583,479.00
BCRSD - Twin Lake Estates UV System	Sep-17	Boone County, MO	Tom Rattermann, BCRSD, 573-443-2774	\$	66,525.00
Boone County River Oaks Culvert Replacement	Oct-17	Boone County, MO	Keith Austin, Boone County, MO, 573-886-4392	\$	110,804.00
City of Moberty Ornar N. Bradley Airport (SE)	Dec-17	Moberly, MO	Kenny Rich, Lochner, 816-945-5840	\$	417,216.00
TOTAL				\$	9,288,846.00
Key: SI = Site work, RC = Road Construction					
WA = Water, SE = Sewer, GR = Grading					
SD = Storm Drainage,DE = Demolition					

PROJECTS IN PROGRESS

10/30/2018

				SCHEDULED
TOTAL	PROJECT	LOCATION	CONTACT - PHONE NO.	COMPLETION
\$ 2,021,065.00	NE Ashland Wastewater Improvements	Boone County, MO	Jason Kemna, Hummingbird Properties, 573-447-5902	Oct-18
	Boone County - Earth Moving Services T&S 4/18-3/19	Boone County, MO	Phil Fichter, BoCo Purchasing, 573-886-4392	Dec-18
Work as Needed	McBaine Levee District Term & Supply 2018	Columbia, MO	Floyd Turner, City of Columbia, 573-874-6210	Dec-18
Work as Needed	MKT Trail Grading Term & Supply 2018	Boone County	Bob Davidson, Bo.Co. Fac. Mgmt., 573-886-4394	Dec-18
\$ 1,696,863.52	The Baptist Home (Site Work, Sewer, Water, Stormwater)	Ashland, MO	Steve Long, slong@thebaptisthome.org	Nov-18
\$ 107,801.00	MO River A-1 & Morrison Levees	Chamois/Morrison, MO	Dan Curtin, USACE, 816-240-8131	Nov-18
\$ 3,825,729.52				



BOONE COUNTY, MISSOURI

Request for Bid #: 47-01NOV18 - Radio Tower Foundation and Site Construction Radio Tower in Hallsville

ADDENDUM #1 - Issued October 24, 2018

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and <u>submitted with Offeror's Response Form</u>.

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

- REPLACE the four (4) Sabre "Foundation" drawings with the attached sheets which include the
 cover sheet with engineer seal, page 3, and page 4 that detail the specific dimensions, quantities,
 and reinforcing steel required for both the spread footing and the drilled pier options.
- PDF Drawings: Replace the PDF drawings in the Request for Bid with the PDF drawings posted on our web page at www.showmeboone.com / Purchasing / Bidding Opportunities / 47-01NOV18
- 3. ADD Bonding Requirements: In the event the bid amount exceeds \$50,000, the bidders shall be required to furnish the following bonds:

Bid Bond: If Bidder's total bid price exceed \$50,000, the bid response shall be accompanied by a proposal guaranty equaling 5% of the total amount of the bid. The bond 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 (10) days after receipt of notice of such acceptance, enter into a contract and furnish a Performance Bond/Labor and Material Payment Bond to do the work advertised; and, in case of default, forfeit such bid bond.

Performance Bond and Labor and Materials Payment Bond: The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not to Exceed" amount for the stipulated work, issuec by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

- 4. The County received the following questions and is providing a response below:
 - a. General Specifications 1.14. Does the Contractor pay for the special inspections or does the County pay them?

Response: The Contractor shall pay for the special inspections.

RFP # 47-01NOV18

1

10/24/18

b. Would you clarify the dimensions of the proposed compound fence so we can calculate the amount of gravel and geo-textile that is needed?

Response: The site drawings in details 1 and 2 of ME1 site plan did not pick up the fence and related details on the PDF in the bid. See County web site for separate PDF attachment: www.showmeboone.com / Purchasing / Bidding Opportunities / 47-01NOV18

c. RE: Geo-tech report – Does a low volume change layer need to be included under the proposed concrete pads?

Response: Per Eric Lidholm, the Geotech engineer: This layer is not specifically required for the pads.

By: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

BIDDER has examined Addendum #1 to Request for Proposal #47-01NOV18 – Radio Tower Foundation and Site Construction – Radio Tower in Hallsville, receipt of which is hereby acknowledged:

Company Name:	C.L. Richardson Construction Co., Inc.
Address:	15475 Hwy 63 South, Ashland, MO 65010
Phone Number: _5	73-657-9557
E-mail: <u>cd - ri</u>	chardson@ hot majl.com
Authorized Represen	ntative Signature: On Rechard Date: 11/1/18
Authorized Represen	ntative Printed Name: Dave Richardson, President



BOONE COUNTY, MISSOURI

Request for Bid #: 47-01NOV18 – Radio Tower Foundation and Site Construction – Radio Tower in Hallsville

ADDENDUM #2 - Issued October 25, 2018

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

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

1. Boone County has posted a new PDF document on our web page that is to replace the PDF referenced in Addendum #1. Go to: www.showmeboone.com / Purchasing / Bidding Opportunities / 47-01NOV18.

By: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

BIDDER has examined Addendum #2 to Request for Proposal #47-01NOV18 – Radio Tower Foundation and Site Construction – Radio Tower in Hallsville, receipt of which is hereby acknowledged:

Company Name: C.L. Richardson Construction Co., Inc.

Address: 1547.5 Huy. 63 South, Ashland, MO 65016

Phone Number: 573-657-9557

E-mail: cd-richardson@hotmaily.com

Authorized Representative Signature: Quiling Date: 11/1/18

Authorized Representative Printed Name: Dave Richardson, President

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

County of Boone)	
State of Missouri)s:

My name is Dave Richardson I am an authorized agent of C.L. Richardson Const. Co., Tre(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 hereto.

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.

Afriant

,

Printed Name

Subscribed and sworn to before me this

y of **//ovember**, 20<u>/8</u>.

Notary Publich and C V

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

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Company ID Number: 177491

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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





Company ID Number: 177491

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

Employer C. L. Richardson Con-	struction Company, Inc	
Charles Richardson		
Name (Please Type or Print)		Title
Electronically Signed		01/08/2009
Signature Department of Homeland Security	y – Verification Division	Date
USCIS Verification Division		
Name (Please Type of Phhl) Electronically Signed	[[Jamagathagathagathagathagathagathagathaga	Title 01/08/2009
Signature		Date





Company ID Number: 177491

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

Name:

Debble A Crump

Telephone Number: (573) 657 - 9557 E-mail Address:

crumpd_clr@yahob.com

Fax Number:

(573) 657 - 1078

Charles L Richardson

Telephone Number: E-mail Address:

(574) 657 - 9557 crumpd_cir@yahoo.com

Fax Number:

(Please complete and return with Bid)

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, <u>Federal Register</u> (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.

C.L. Richardson Construction	Co., Inc.
DAVE Richardson, President Name and Title of Authorized Representative	-
Name and Title of Authorized Representative	
Pan Richard	
1) or or or or or	(1/1/18
Signature	Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI
COUNTY OF BOONE
DAVE Richardson, being first duly sworn, deposes and
says that he is President (Title of Person Signing)
of C.L. Richardson Construction Company, 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 estraint 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 By By By By By By B
Ву
Sworn to before me this 1st day of November, 20 18 Notary Public Donne M. Lacy
My Commission Expires 10/30/2027 DONNA M. LACY October 30, 2022 October 30, 2022 Commission MASSES Commi

SIGNATURE AND IDENTITY OF BIDDER

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

Dated /// Name of individual, all partne	_	te of Missouri	
Name of individual, all partne	rs, or joint venturers:	Address of each:	
Address of principal place of l	business in doing business	under the name of:	
(If using a fictitious name, sho	by this name above in addi	tion to legal names)	1 1.
(If using a fictitious name, sho	ow this name above in adding Const. Co., I		th 10
(If using a fictitious name, show its name) (If a corporation – show its name)	ow this name above in additional const. Cons	tion to legal names)	th 10

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY

TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of MISSOUTI County of Boons
On this day of November , 20 18
before me appeared <u>Dave Richardsow</u> 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 C.L. Richardson Const. Co.; 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, Milard MO the day and year first above written. (SEAL)
Witness my hand and seal at, Ahland, MO the day and year first above written. (SEAL). Onna M. Lacy Notary Public
My Commission expires 10/30 20 22. My Commission Expires october 30 2022. Commission Expires 20 2022.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, C. L. Richardson Construction Co., Inc.	
as Principal, (hereinafter called the "Principal"), and Fi	idelity and Deposit Company of Maryland
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, a corporation duly organized under the laws hereinafter called the "Surety"), are held and firmly bound unto
as Obligee, (hereinafter called the "Obligee"), in the sun	m of Five Percent Amount of Bid
Dollars (\$ 5%), for the pay	syment of which sum well and truly to be made, the said Principal cors, administrators, successors and assigns, jointly and severally,
WHEREAS, the Principal has submitted a bid for	
Radio Tower Foundation and Site Construction for New	w Radio Tower in Hallsville, Missouri
Bid #47-01NOV18	
payment of labor and material furnished in the prosecuti into such contract and give such bond or bonds, if the P penalty hereof between the amount specified in said bid contract with another party to perform the work covered to remain in full force and effect.	for the faithful performance of such contract and for the prompt tion thereof, or in the event of the failure of the Principal to enter Principal shall pay to the Obligee the difference not to exceed the d and such larger amount for which the Obligee may in good faith d by said bid, then this obligation shall be null and void, otherwise
Signed and sealed this 1st	day of November A.D., 2018
Debbre Crump Witness	C. L. Richardson Construction Co., Inc. Principal (SEAL)
Mitness	Fidelity and Deposit Company of Maryland Surety By Atlanta (SEAL) Mary D Davidson Attorney-in-Face

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland .

Fidelity and Deposit Company of Maryland vouches that the language in the document conforms exactly to the language used in AIA Document A-310, February 1970 Edition.

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gary GROSSNICKLE, Charles W. DIGGES, JR., Kimberly A. HUGHES, Richard A. MILLER, Marissa SPENCER, Thomas M. DEAN and Mary D. DAVIDSON, all of Columbia, Missouri, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of October, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







By:

Assistant Secretary

Vice President David McVicker

State of Maryland

County of Baltimore

On this 18th day of October, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY, WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this day of November 20/2.







Michael Bond, Vice President

James & Caralle

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056



BOONE COUNTY, MISSOURI

Request for Bid #: 47-01NOV18 – Radio Tower Foundation and Site Construction – Radio Tower in Hallsville

ADDENDUM #2 - Issued October 25, 2018

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and <u>submitted with Offeror's Response Form</u>.

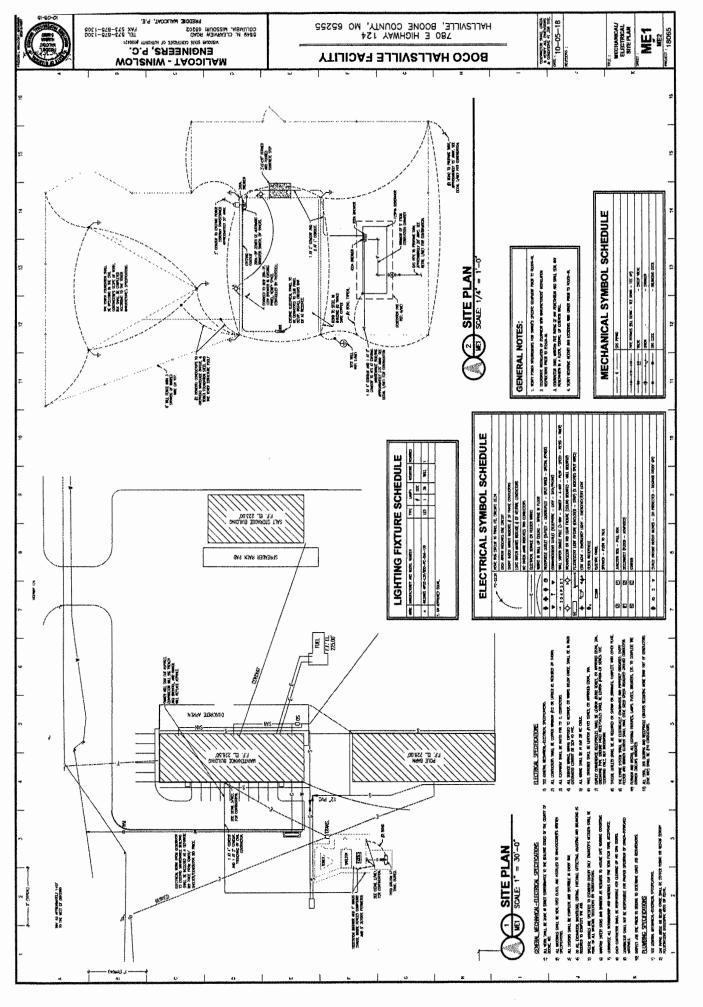
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

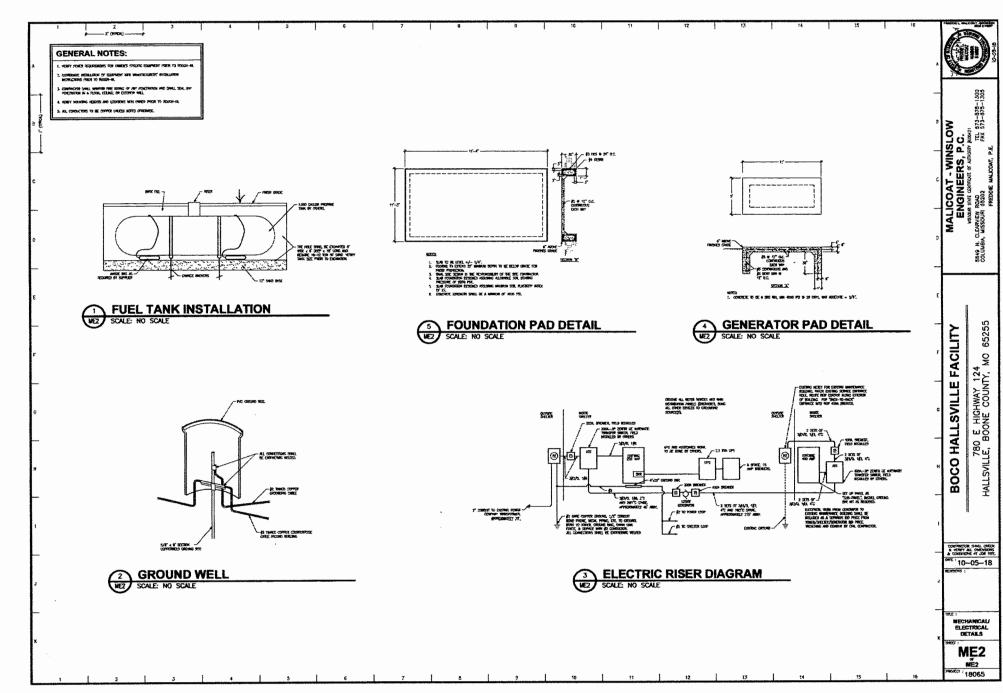
1. Boone County has posted a new PDF document on our web page that is to replace the PDF referenced in Addendum #1. Go to: www.showmeboone.com / Purchasing / Bidding Opportunities / 47-01NOV18.

By: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

BIDDER has examined Addendum #2 to Request for Proposal #47-01NOV18 – Radio Tower Foundation and Site Construction – Radio Tower in Hallsville, receipt of which is hereby acknowledged:

Company Name:	
Address:	
Phone Number:	
E-mail:	
Authorized Representative Signature:	Date:
Authorized Representative Printed Name: _	





IRI 19000 (1905), day, 105/2018 2 09:53 PW, ERA



BOONE COUNTY, MISSOURI

Request for Bid #: 47-01NOV18 - Radio Tower Foundation and Site Construction Radio Tower in Hallsville

ADDENDUM #1 - Issued October 24, 2018

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and <u>submitted with Offeror's Response Form</u>.

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

- 1. **REPLACE** the four (4) Sabre "Foundation" drawings with the attached sheets which include the cover sheet with engineer seal, page 3, and page 4 that detail the specific dimensions, quantities, and reinforcing steel required for both the spread footing and the drilled pier options.
- 2. PDF Drawings: Replace the PDF drawings in the Request for Bid with the PDF drawings posted on our web page at www.showmeboone.com / Purchasing / Bidding Opportunities / 47-01NOV18
- 3. ADD Bonding Requirements: In the event the bid amount exceeds \$50,000, the bidders shall be required to furnish the following bonds:

Bid Bond: If Bidder's total bid price exceed \$50,000, the bid response shall be accompanied by a proposal guaranty equaling 5% of the total amount of the bid. The bond 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 (10) days after receipt of notice of such acceptance, enter into a contract and furnish a Performance Bond/Labor and Material Payment Bond to do the work advertised; and, in case of default, forfeit such bid bond.

Performance Bond and Labor and Materials Payment Bond: The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not to Exceed" amount for the stipulated work, issuec by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

- 4. The County received the following questions and is providing a response below:
 - a. General Specifications 1.14. Does the Contractor pay for the special inspections or does the County pay them?

Response: The Contractor shall pay for the special inspections.

b. Would you clarify the dimensions of the proposed compound fence so we can calculate the amount of gravel and geo-textile that is needed?

Response: The site drawings in details 1 and 2 of ME1 site plan did not pick up the fence and related details on the PDF in the bid. See County web site for separate PDF attachment: www.showmeboone.com / Purchasing / Bidding Opportunities / 47-01NOV18

c. RE: Geo-tech report – Does a low volume change layer need to be included under the proposed concrete pads?

Response: Per Eric Lidholm, the Geotech engineer: This layer is not specifically required for the pads.

By:

Melinda Bobbitt, CPPO, CPPB

Melelo Boto

Director of Purchasing

BIDDER has examined Addendum #1 to Request for Proposal #47-01NOV18 – Radio Tower Foundation and Site Construction – Radio Tower in Hallsville, receipt of which is hereby acknowledged:

Company Name:		
Address:		
Phone Number:		
E-mail:		
Authorized Representati	ive Signature:	Date:
Authorized Representati	ive Printed Name:	



Structural Design Report

180' S3R Series SD Self-Supporting Tower Site: Hallsville, MO

Prepared for: BOONE COUNTY, MO by: Sabre Towers & Poles TM

Job Number: 414025 Revision A October 17, 2018

Tower Profile	1-2
Foundation Design Summary (Option 1)	3
Foundation Design Summary (Option 2)	4
Maximum Leg Loads	5
MaxImum Diagonal Loads	6
Maximum Foundation Loads	7
Calculations	8-26



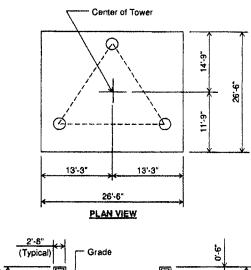


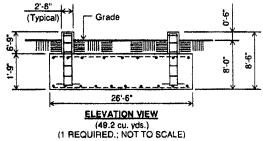
No.: 414025

Date: 10/17/18 By: KJT Revision A

Customer: BOONE COUNTY, MO Site: Hallsville, MQ

180 ft. Model S3R Series SD Self Supporting Tower At 94 mph Wind with no ice and 40 mph Wind with 1 in. ice per ANSI/TIA-222-G.





CAUTION: Center of tower is not in center of slab.

Notes

- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- The foundation design is based on the geotechnical report by Crockett GTL, Project No. G18307, dated 3/29/18.
- See the geotechnical report for compaction requirements, if specified.
- 7) The foundation is based on the following factored loads: Factored download (kips) = 53.45 Factored overturn (kip-ft) = 6,874.17 Factored shear (kips) = 55.17
- 8) 6.25' of soil cover is required over the entire area of the foundation slab.
- The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

<u> </u>	lebar Schedule per Mat and per Pier
Pier	(12) #11 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then
P101	12" C/C
Met	(48) #9 horizontal rebar evenly spaced each way top and bottom. (192 total)
	Anchor Bolts per Leg
(6) 1.5"	dia. x 78" F1554-105 on a 10.25" B.C. w/ 8.5"
	max. projection above concrete.

Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by lows Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles.

7101 Southbridge Dr - P.O. Box 658 - Sloux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

Page 3

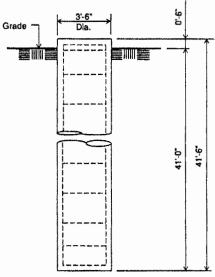


No.: 414025

Date: 10/17/18 By: KJT Revision A

Customer: BOONE COUNTY, MO Site: Hallsville, MO

180 ft. Model S3R Series SD Self Supporting Tower At 94 mph Wind with no ice and 40 mph Wind with 1 in. Ice per ANSI/TIA-222-G.



ELEVATION VIEW (14.8 cu. yds.) (3 REQUIRED; NOT TO SCALE)

Notes:

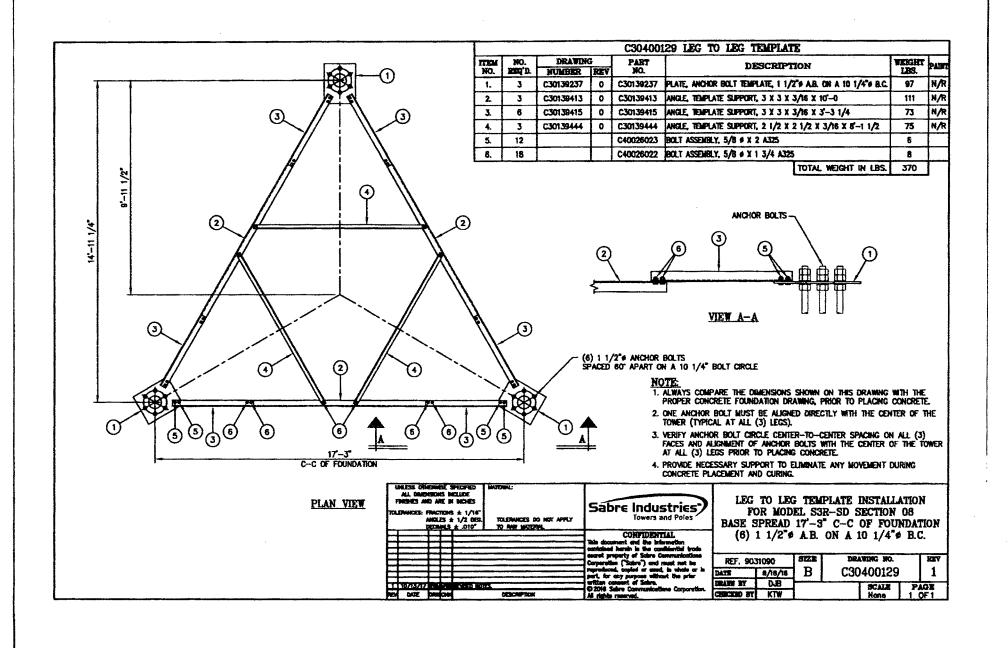
- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- The foundation design is based on the geotechnical report by Crockett GTL, Project No. G18307, dated 3/29/18.
- See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The foundation is based on the following factored loads: Factored uplift (kips) = 430.00 Factored download (kips) = 468.00 Factored shear (kips) = 39.00
- The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Pier		
Pier	(16) #9 vertical rebar w/ #4 rebar ties, two (2) within top 5" of pler then 11" C/C	
Anchor Bolts per Leg		
(6) 1.5" dia. x 78" F1554-105 on a 10.25" B.C. w/ 8.5"		
	max. projection above concrete.	

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Page 4





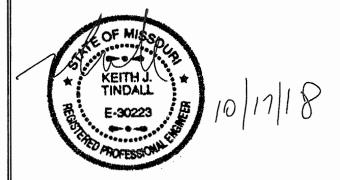
Structural Design Report

180' S3R Series SD Self-Supporting Tower Site: Hallsville, MO

Prepared for: BOONE COUNTY, MO by: Sabre Towers & Poles TM

Job Number: 414025 Revision A October 17, 2018

Tower Profile	1-2
Foundation Design Summary (Option 1)	3
Foundation Design Summary (Option 2)	4
Maximum Leg Loads	5
Maximum Diagonal Loads	6
Maximum Foundation Loads	7
Calculations	8-26



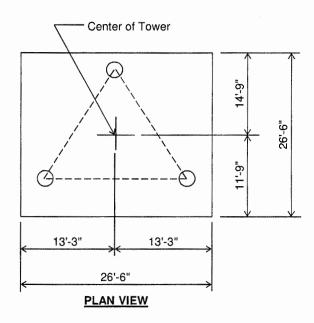


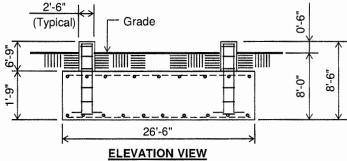
No.: 414025

Date: 10/17/18 By: KJT Revision A

Customer: BOONE COUNTY, MO Site: Hallsville, MO

180 ft. Model S3R Series SD Self Supporting Tower At 94 mph Wind with no ice and 40 mph Wind with 1 in. Ice per ANSI/TIA-222-G.





(49.2 cu. yds.) (1 REQUIRED.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- The foundation design is based on the geotechnical report by Crockett GTL, Project No. G18307, dated 3/29/18.
- See the geotechnical report for compaction requirements, if specified.
- 7) The foundation is based on the following factored loads: Factored download (kips) = 53.45 Factored overturn (kip-ft) = 6,874.17 Factored shear (kips) = 65.17
- 8) 6.25' of soil cover is required over the entire area of the foundation slab.
- 9) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

F	Rebar Schedule per Mat and per Pier	
Pier	(12) #11 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C	
Mat	(48) #9 horizontal rebar evenly spaced each way top and bottom. (192 total)	
Anchor Bolts per Leg		
(6) 1.5" dia. x 78" F1554-105 on a 10.25" B.C. w/ 8.5"		

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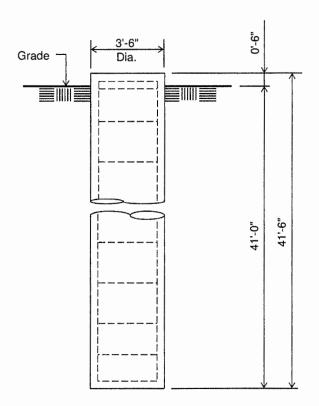


No.: 414025

Date: 10/17/18 By: KJT Revision A

Customer: BOONE COUNTY, MO Site: Hallsville, MO

180 ft. Model S3R Series SD Self Supporting Tower At 94 mph Wind with no ice and 40 mph Wind with 1 in. Ice per ANSI/TIA-222-G.



ELEVATION VIEW

(14.8 cu. yds.) (3 REQUIRED; NOT TO SCALE)

Notes:

- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
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- 6) See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The foundation is based on the following factored loads: Factored uplift (kips) = 430.00 Factored download (kips) = 468.00 Factored shear (kips) = 39.00
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	within top 5" of pier then 11" C/C	
Anchor Bolts per Leg		
(6) 1.5" dia. x 78" F1554-105 on a 10.25" B.C. w/ 8.5"		
	max projection above concrete	

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Boone County Purchasing

613 E. Ash Street, Room 110 Columbia, MO 65201

REQUEST FOR BID (RFB)

Melinda Bobbitt, CPPO, CPPB

Director of Purchasing

(573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number:

47-01NOV18

Commodity Title:

Radio Tower Foundation and Site Construction for New

Radio Tower in Hallsville, Missouri

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date:

Thursday, November 1, 2018

Time:

1:00 p.m. (Bids received after this time will be returned unopened)

Location/Mail Address:

Boone County Purchasing Department

Boone County Annex Building

613 E. Ash, Room 110 Columbia, MO 65201

Directions:

Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date:

Thursday, November 1, 2018

Time:

1:30 p.m., Central Time

Location/Address:

Boone County Government Center

Commission Chambers 801 E. Walnut Street Columbia, MO 65201

Bid Contents

1.0:

Introduction and General Conditions of Bidding

2.0:

Primary Specifications

3.0:

Response Presentation and Review

4.0:

Response Form

Attachments:

Statement of Bidder's Qualifications

Standard Terms and Conditions Instructions for House Bill 1549 Work Authorization Certification Individual Bidder Affidavits

Debarment Form

Anti-Collusion Statement

Bid Contents, continued

Signature & Identify of Bidder
Bidder's Acknowledgement
Annual Wage Order #25
Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage Law
"No Bid" Response Form

1. Introduction and General Conditions of Bidding

1.1. INVITATION – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

County – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate: *Purchasing* – The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

Bidder / **Contractor** / **Supplier** – These terms refer generally to businesses having some sort of relations to or with us. The tem may apply differently to different classes of entities, as the context will indicate. Bidder – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/entities which may provide the subject goods and/or services.

Bid – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

Response – The written, sealed document submitted according to the Bid instructions.

- **1.3. BID CLARIFICATION** Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.
- **1.4. Bidder Responsibility** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- **1.5. Bid Addendum** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- **1.6. AWARD** Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- **1.7. CONTRACT EXECUTION** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

47-01NOV18 3 October 15, 2018

Precedence – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

1.8. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS – Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

ITEMS TO BE PROVIDED

1.0 GENERAL:

- 1.01 These specifications describe work to be performed associated with the construction of a new radio tower at the rear of 780 E. Highway 124, Hallsville, Missouri 65255. The work will consist of site grading, installing a tower foundation, a shelter foundation, an equipment pad for a generator, trenching for electrical, grounding, and LP lines around the compound, excavating for installation of a buried LP tank, and finish grading with the placement of gravel over a vegetation barrier.
- 1.02 Contractor shall provide all labor, materials, services, and machinery to perform the described work.
- 1.03 All work shall adhere to standard construction requirements published by County of Boone, MO.
- 1.04 County will be responsible for obtaining local zoning clearances and construction permit.
- 1.05 Contractor shall be responsible for obtaining all permits required for his specific work tasks.
- 1.06 Following work each day, Contractor shall leave the site clear of construction debris, excess material, unused supplies, and equipment, including paper, plastic, metal cans, shipping crates, shipping boxes or any rubbish or debris resulting from the work. All site hazards will be marked using accepted practices.
- 1.07 Contractor will have free access to the construction site. County will provide list of project contact people for Contractor's use.
- 1.08 County will furnish to Contractor a copy of the engineered site plan, the engineered foundation plans for the radio tower, the geotechnical engineering soils report and the tower anchor bolts with installation template.
- 1.09 Contractor shall perform construction in accordance with specifications listed on those documents except if these written specifications contain different requirements, these requirements shall prevail.
- 1.10 Any excavation spoils may be distributed at the construction site as directed by onsite project foreman for Boone County Public Works. However, any drilled rock 'plugs' or mixed material with stone of 3" diameter or larger must be removed from site.

- 1.11 Electrical wiring, cabling, and connections performed by others. Contractor shall provide excavating, trenching, backfill, and grading to work cooperatively with County who will install empty conduits as indicated on plans.
- 1.12 Underground LP tank will be furnished and installed by others. Contractor shall provide excavation, assist with tank placement, tank backfill, and final tank area grading and gravel/vegetation barrier cover.
- 1.13 Fencing installation performed by others.
- 1.14 A special inspector chosen by Contractor from an approved list established by Boone County Resource Management shall be responsible for work as specified below:
- 1.14.A. Inspecting reinforcing steel, steel cage fabrication, steel placement, and steel embedment within concrete.
- 1.14.B. Inspecting concrete delivery, handling, and placement.
- 1.14.C. Inspecting concrete characteristics including slump and air entrainment.
- 1.14.D. Collecting concrete samples and conducting strength testing on each sample as follows:

One cylinder for 7-day test Three cylinders for 28-day test One cylinder for reserve

- 1.14.E. Sample cylinders shall be taken from first mixer load and every third mixer thereafter.
- 1.14.F. Inspecting foundation excavation dimensions, soil replacement process, soil density, and soil compaction.

2.00 **DESIGN**:

- 2.01 For tower foundation:
- 2.01.A. Two versions of the tower foundation design are provided by Sabre, the tower supplier. One version involves three individual drilled piers, one pier under each tower leg. The second version involves excavation and forming a reinforced concrete pad with three short leg piers in a spread footing. County considers either foundation plan acceptable and Vendor is encouraged to offer alternate cost proposals using both tower foundation plans. If the Vendor offers a proposal on the spread footing he is encouraged to offer a rock clause if he deems it appropriate.
- 2.01.B. Contractor shall perform proposed work in strict accordance with specifications in the attached engineered design by Sabre Industries and the geotechnical report prepared by Crockett Engineering.
- 2.02 For shelter foundation and generator pad:
- 2.02.A. Refer to drawing ME1 for general site orientation and drawing ME2 for construction details of shelter foundation and generator pad.

- 2.02.B. Equipment shelter is a rigid, rectangular pre-cast concrete unit. Shelter foundation shall be level and flat within plus-or-minus one-fourth inch and exterior dimensions shall be 11'-3" x 19'-4".
- 2.02.C. Contractor shall work cooperatively with County's representative in preparation of site for installation of grounding system. Work will include perimeter trenching and backfill tamping around shelter, trench runs to fence posts, to generator/LP pad, around tower piers, and out to underground LP tank. Work by County to bond ground wires to reinforcing steel in shelter foundation and generator pad must occur prior to placing concrete. Grounding connections by County.

3.00 CONSTRUCTION

- 3.01 Requirements for Concrete, General:
- 3.01.A. Vertical foundation and individual piers shall be made in one continuous pour.
- 3.01.B. All forms and reinforcing shall be inspected and approved by regulatory inspector.
- 3.01.C. All debris, mud, water, etc. shall be removed from within forms prior to depositing concrete.
- 3.01.D. Maximum free drop of concrete during placement shall be 12 feet.
- 3.01.E. Concrete shall be discharged from mixer and placed in a manner which requires minimum handling. Moving from point of deposit to final position shall be by shoveling.
- 3.01.F. Freshly deposited concrete shall be vibrated and handled so that forms will be completely filled (no honey-combing) and concrete surface will have a neat and workmanlike appearance.
- 3.01.G. Concrete shall be maintained in a moist condition for seven days after placement and protected from injury by rain, freezing, elevated temperature, or flowing water.
- 3.01.H. Copies of all delivery receipts for concrete material shall be forwarded to County representative.
- 3.01.I. Excavation shall be backfilled as soon as practicable but only AFTER inspection of foundation by County's representative. Backfill shall be free from extraneous material including form lumber, construction trash, and site waste. It shall be placed in layers not more than ten inches thick except that finish material shall not exceed layers of six inches.
- 3.01.J. Backfill shall be mechanically compacted by vibratory tamping to a density comparable to adjacent, undisturbed earth.
- 3.01.K. Reinforcing steel shall be new and free from loose rust or scale, grease, dirt or other coatings which could destroy or reduce bond. A tight film of rust or mill scale will not be considered objectionable.
- 3.01.L. Concrete mix will include crushed rock meeting MoDOT aggregate specifications.
- 3.02 Requirements for Tower Foundation, General:
- 3.02.A. County will coordinate delivery of tower anchor bolts and installation template prior to commencement of construction.

- 3.02.B. Anchor bolts shall be accurately positioned with template. Anchor bolts must be vertical and the exposed bolt ends for all three legs shall lie in a level plane. IMPROPERLY SET ANCHOR BOLTS SHALL BE CAUSE FOR REJECTION:
 - (1) OF THE ENTIRE FOUNDATION,
 - (2) OF ANY CLAIM BY CONTRACTOR FOR ANY COMPENSATION OR EXTRA WORK,
 - (3) OF ANY CLAIM BY CONTRACTOR FOR ANY COMPENSATION FOR EXTRA WORK.
- 3.02.C. All exposed threads of bolts or rods shall be kept covered and free of concrete debris.
- 3.02.D. Any damage to the galvanizing shall be touched up with Z.R.C. Cold Galvanizing Compound or approved equivalent.
- 3.03 Requirements for Shelter Foundation Pad and Generator Pad, General:
- 3.03.A. Top of pads shall be level. Top surface shall be smooth finished with edges finished with 34" chamfer.
- 3.03.B. Top of shelter foundation and generator pads shall be at least six inches above finish grade level including crushed rock and vegetation barrier build up.
- 3.04 Requirements for Compound Gravel Cover, General:
- 3.04.A. Vegetation barrier shall be a durable fiber-type product overlapped at seams to prevent native plant material seed germination, penetration or growth.
- 3.04.B. Compound gravel will be nominal "1-inch minus" product which includes fines.
- 3.04.C. Gravel will be applied to minimum 4" thickness over vegetation barrier.

4.00 ATTACHMENTS

- 4.01 All attachments shall be considered a part of this specification.
- 4.02 The following drawings and documents are included for use by Vendor:
 - A. ME1 and ME2 Site Plan and Construction Details
 - B. Tower foundation design, Sabre Industries
 - C. Geotechnical Report, Crockett Engineering

5.00 SUBMITTALS

- 5.01 The following items shall be submitted with the bid response:
 - A. Project Pricing
 - B. Estimated Start Date
 - C. Estimated Construction Duration
- **6.00 Debarment and Suspension**: By submission of its Bid Response, Vendor agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically, the Vendor certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for

debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not with a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and 4.) have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

7.00 Certification of Non-Resident/Foreign Contractors: If the Contractor is a foreign corporation or nonresident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

8.00 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.

- A. 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.
- B. 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.

- C. 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.
- **D.** 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.
- E. 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.
- F. 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.
- G. 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.
- **H.** 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.
- **9.00 Sales/Use Tax Exemption:** 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 subcontractors 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 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.

10.00 Warranty & Guarantee - Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by the 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:

<u>Correction or Removal of Defective Work-</u> If required by Owner, 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 County Department Designee, 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.

11.00 Prevailing Wage: Contractor agrees that it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. 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 and all Subcontractors shall be required to submit to the designated representative of the County using department, certified copies of labor payrolls and statements of compliance (Form WH-347) for each week that work is in progress. 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.

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

The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours).
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "last Payroll".
- h. A record of all payrolls will be maintained by the County.

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

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. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to Contractor a project which is determined to be applicable to prevailing wage law

12.00 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 costplus 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.

13.00 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.

14.00 SUBCONTRACTORS, SUPPLIERS AND OTHERS- Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner as indicated below), whether initially or as a substitute, against whom Owner 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 Subcontractors, 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 if Contractor has submitted a list thereof in accordance with the project Specifications, Owner'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 of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner to reject defective Work.

15.00 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.

16.00 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.

17.00 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.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

18.00 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 <u>Revised Statutes of Missouri</u>, 1987.

19.00 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.

20.00 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.

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

22.00 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.

23.00 PAYMENT: This will be a lump sum payment contract upon acceptance by Boone County. Contractor must submit an invoice and charges must only include prices listed in the vendor's bid response. No additional fees or taxes shall be included as additional charges. The County's purchase order must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.

24.00 INVOICES: Invoices should be submitted to Boone County Joint Communications, Attn: Pat Schreiner for payment 30 days after receipt of a correct and valid invoice. The billing address is Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65201.

25.00 Bid Clarification: Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Phone: (573) 886-4391; Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org.

3. Response Presentation and Review

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

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. List federal tax identification number: If not incorporated, state type of business (sole proprietor, partnership, or other)		
6.	Number of years engaged in business under present firm name:		
7.	If you have done business under a different name, please give name and business location under that name:		
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? If so, give		
11.	List of contracts completed within the last three years for work similar in scope to that describe in this bid, including value of each.		
12.	List of projects currently in progress:		
	* Attach additional sheets as necessary *		



Boone County Purchasing

613 E. Ash, Room 110 Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, CPPO, CPPB, Director or Purchasing Phone: (573) 886-4391 – Fax: (573) 886-4390

- 1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for resubmittal 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.

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:

 $\frac{\text{http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD$

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.

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

County of)		
)ss)ss)		
My name is I	am an authorized agent of	
(Bidder). This business is	s enrolled and participates in a federal work	authorization
program for all employees working in connectio	on with services provided to the County. This	s business
does not knowingly employ any person that is ar	n unauthorized alien in connection with the	services being
provided. Documentation of participation in a fe	ederal work authorization program is attache	d hereto.
Furthermore, all subcontractors working	g on this contract shall affirmatively state in	writing in
their contracts that they are not in violation of Se	ection 285.530.1, shall not thereafter be in vi	iolation and
submit a sworn affidavit under penalty of perjury	y that all employees are lawfully present in t	he United
States.		
	Affiant Date	
	Printed Name	
Subscribed and sworn to before me this day	of, 20	
	Notary Public	

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

CERTIFICATION OF INDIVIDUAL BIDDER

loan, retirement, w benefit or food assi indicate compliance	elfare, health benefit, post s stance who is over 18 must	ny person applying for or receiving any grant, contract, econdary education, scholarship, disability benefit, housing verify their lawful presence in the United States. Please guardian applying for a public benefit on behalf of a child comply.
1.	the United States. (Subirth certificate, or im	y of documents showing citizenship or lawful presence in sch proof may be a Missouri driver's license, U.S. passport, migration documents). Note: If the applicant is an alien, 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. 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 am not a United States citizen.	
3.		
Applicant	Date	Printed Name

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

State of Missouri))SS.	
County of)	
	east eighteen years of age, swear upon my oath that I am either a by the United States government as being lawfully admitted for
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
On the date above written contained in the foregoing affidavit a	appeared before me and swore that the facts re true according to his/her best knowledge, information and belief
	Notary Public
My Commission Expires:	

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative	
Signature	Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI		
COUNTY OF	And the state of t	
The state of the s		being first duly sworn, deposes and
says that he is		
	(Title of Person Signi	
of		
	(Name of Bidder	r)
and the bidder (person, firm, a indirectly, entered into any agreerestraint of free competitive bide its acceptance.	ssociation, or corporation eement, participated in an ding in connection with s dder is not financially in	sal for the above project are true and correct numbers and bid) has not, either directly only collusion, or otherwise taken any action is said bid or any contract which may result from the effect of the said bid or financially affiliated with, and
Ву	By	
Ву		
Sworn to before me this	day of	, 20
	Notary Public	
My Commission Exp	oires	

SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual() corporation, incorporated u	() partnershunder laws of the st	nip () ate of	joint venture
Dated		Address of each:	
Address of principal place of business			
(If using a fictitious name, show this			NATE OF STREET, ALTERNATION CO.
(If a corporation – show its name abo	ve)		
ATTEST:			
(Secretary)		WORKS - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997	(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY

TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of		County of	
On this	day of	,	, 20
knowledge and uthat the correct l	e first duly sworn, did inderstanding of all in egal name and address	d say that he executed the for its terms and provisions and s of the Bidder (including tho	to me personally known, regoing Proposal with full of the plans and specifications; se of all partners of joint ventures by or for the Bidder are true; and
(if a sole individu	al) acknowledged that	t he executed the same as his f	free act and deed.
• • •		wledged that his executed san partners or joint ventures.	ne, with written authority from,
(if a corporation)	that he is the	President or oth	er agent
in behalf of said		ority of its board of directo	re Proposal was signed and sealed ors; and he acknowledged said
Witness my hand	and seal at,	the day and year fi	irst above written. (SEAL)
		***	Notary Public
My Commission	expires	, 20	•

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

OCCUPATIONAL TITLE	** Date of	Ι.	Basic	Over- Time	Halida	Total Frings Bonofita
OCCUPATIONAL TITLE	1		Hourly	1	Holiday	Total Fringe Benefits
Achartae Marker (H. R. E.) Inquistae	Increase	-	Rates \$32.70	55	Schedule 60	\$23.17
Asbestos Worker (H & F) Insulator	ļ		\$32.70	57		\$23.17
Boilermaker Bricklayer and Stone Mason	<u> </u>		\$29.76	59	7 7	\$29.13
		ļ	\$25.34	60		\$17.44 \$16.85
Carpenter					15	\$10.85
Cement Mason			\$27.82	9	3 7	\$13.37 + 13%
Communication Technician		ļ	\$32.00	28		
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		ļ	\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		а	\$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 CARPEN			
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		р	\$39.25	91	69	\$27.18
Plasterer			\$26.33	94	5	\$12.97
Plumber		ь	\$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			Ψ£0,710			VV.V-TV
			\$25.30	101	5	\$10.70
Group I			\$25.95	101	5	\$10.70
Group II			\$25.45	101	5	\$10.70
Group III			\$25.45 \$25.95	101	5	\$10.70
Group IV			\$25.95	101	5	\$10,70

Fringe Benefit Percentage is of the Basic Hourly Rate

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

^{*} 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%

- 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.

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.

- 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 (11/2) 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 (11/2) 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 (11/2) 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 (11/2) 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.

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 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 (11/2) 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 makeup 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 (11/2) 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 (11/2) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting guitting 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 (11/2). 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 (11/2) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (11/2) 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 (11/2) 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 (11/2) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

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

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

BOONE COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

- **NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.
- **NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, it will be celebrated on Saturday.
- **NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.
- NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.
- NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.
- NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.
- NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.
- **NO. 23**: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.
- NO. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.
- **NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

BOONE COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

- NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.
- NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.
- **NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.
- **NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.
- NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on 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.

		Basic	Over-		
OCCUPATIONAL TITLE	* Date of	Hourly	Time	Holiday	Total Fringe Benefits
	Increase	Rates	Schedule	Schedule	
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 10hour 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 1/2 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 threeshift 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 (11/2) 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 (11/2). 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.

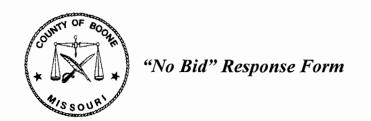
AFFIDAVIT OF COMPLIANCE WITH OSHA TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo (FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)

County of)			
)ss)			
My name is	. I am an aut	horized agent of	
(Company). I am aw	vare of the requirements	for OSHA training set out	in
§292.675 Revised Statutes of Missouri for the	hose working on public v	vorks. All requirements	of said
statute have been fully satisfied and there ha	as been no exception to the	ne full and complete comp	liance with
said provisions relating to the required OSH	A training for all those v	who performed services on	this public
works contract for Boone County, Missouri			
NAME OF PROJECT:			
	Affiant	Date	
	Printed Name		
Subscribed and sworn to before me this	day of, 20)	
	Notary Pub	lic	

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW (To be returned at end of project)

State of,	personally came and appeared (name and t	title)
	of the (na	ame of con	npany)
	(a corporation) (a	a partnersh	ip) (a proprietorship)
and after being duly sworn did depose Sections 290.210 through and includin wages to workmen employed on publ exception to the full and complete condition Determination NO iss	g 290.340, Missouri Revised Static works projects have been ful ompliance with said provisions ued by the Division of Labor St.	ntutes, pertally satisfied and require and	aining to the payment of d and there has been ne rements and with Wag
(name of project)	located at		
(name of institution)	in		County,
Missouri and completed on the	day of	, 20	•
Signature			
Signature Subscribed and sworn to me this	day of	and the second s	



Boone County Purchasing 613 E. Ash, Room 110 Columbia, MO 65201

Melinda Bobbitt, Director of Purchasing (573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

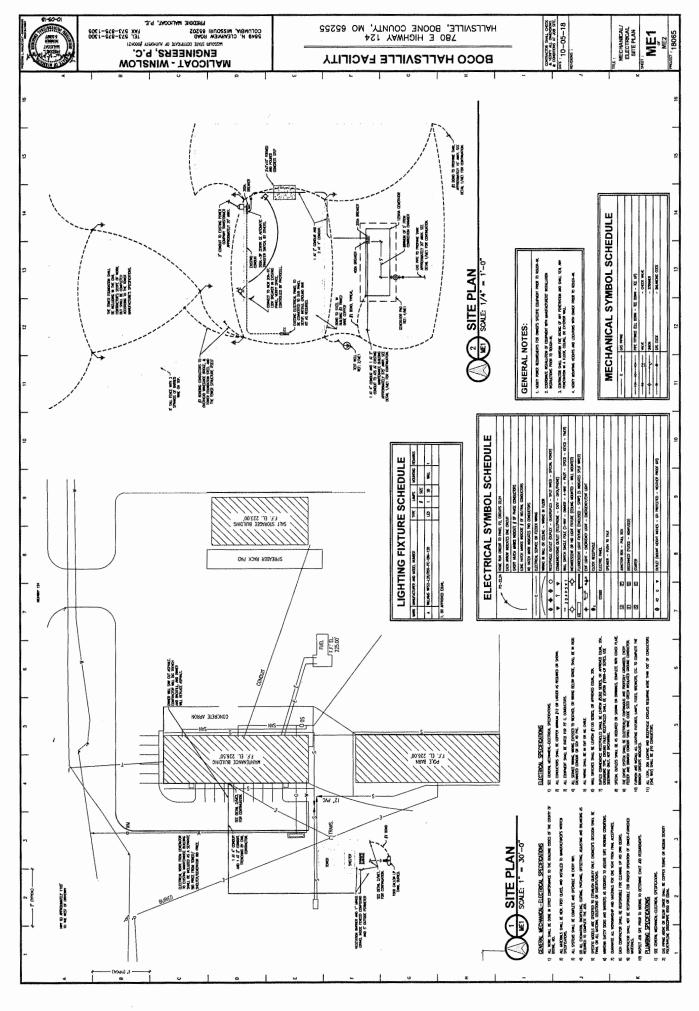
NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

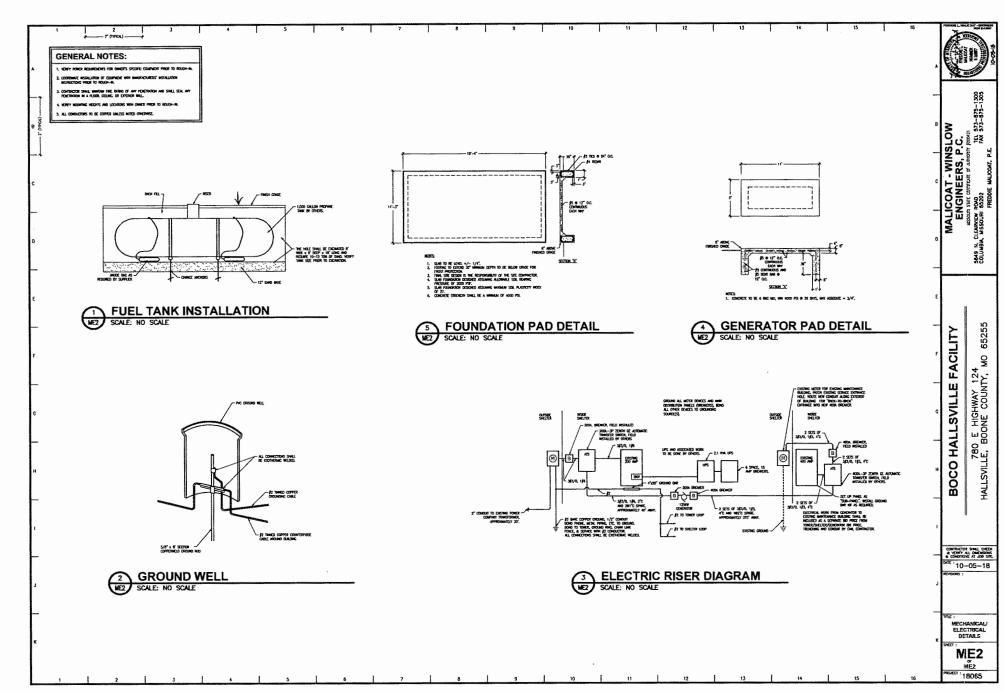
If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

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

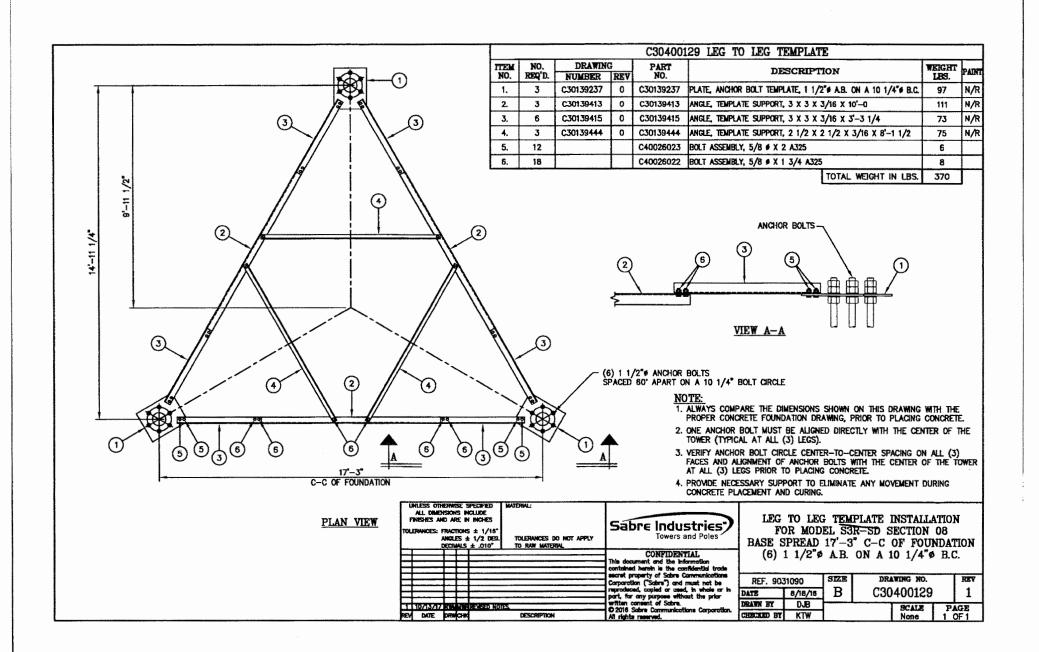
Bid: 47-01NOV18 – RADIO TOWER FOUNDATION AND SITE CONSTRUCTION FOR NEW RADIO TOWER IN HALLSVILLE, MO

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Telephone:	_
Contact:	
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Reason(s) for not bidding:	





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GEOTECHNICAL ENGINEERING REPORT FOR COLUMBIA/BOONE COUNTY JOINT COMMUNICATIONS

911 SELF-SUPPORT RADIO TOWER SITE NAME: MO RTE. 124 AND US HWY 63 BOONE COUNTY, MISSOURI

MARCH 29, 2018

Crockett GTL Project Number: G18307

1000 W Nifong Blvd; Bldg. 1 • Columbia, MO 65203 Phone: 573-447-3981 www.CrockettGTL.com



1000 W Nifong Blvd; Bldg. 1 Columbia, Missouri 65203 (573) 447-3981

March 29, 2018

Columbia/Boone County Joint Communications 609 E Walnut Street Columbia, MO 65201

Attn: Mr. Dave Dunford

Re: Geotechnical Engineering Report

911 Self-Support Radio Tower (MO Rte. 124 and US Hwy 63)

Boone County, Missouri

Crockett GTL Project Number: G18307

Dear Mr. Dunford:

Crockett Geotechnical – Testing Lab (Crockett GTL) has completed the geotechnical engineering services for the referenced project. This report should be read in its entirety. Our services were performed in general accordance with our emailed proposal scope dated January 30, 2018. 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 during the construction phase of this project. If you have any questions concerning this 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

Site Location Map
Boring Location Plan
Boring Log
Boring Log Legend and Nomenclature

Geotechnical Engineering Report 911 Self-Support Radio Tower (MO Rte. 124 and US Hwy 63) Boone County, Missouri

Crockett GTL Project Number: G18307 March 29, 2018

1 INTRODUCTION

Crockett Geotechnical - Testing Lab (CGTL) has conducted a geotechnical exploration for the proposed structure. The purpose of our exploration was to:

- characterize and evaluate the subsurface conditions,
- provide design and construction recommendations for:
 - o subsurface soil conditions
 - o groundwater
 - o earthwork
 - o deep and shallow foundations
 - o seismic considerations
 - o parking and drive areas

2 SITE AND PROJECT INFORMATION

2.1 SITE LOCATION AND DESCRIPTION

Item	Description
	A new 195 foot tall self-support tower (SST) will be located on the western side of a former MoDOT maintenance shed.
Location	Specifically, the tower will be located about 1,000 feet east-southeast of the intersection of Missouri Route 124 & US Hwy 63 in Boone County, Missouri.
Approximate GPS Coordinates	39.119024/-92.327325
Existing improvements	None in the immediate vicinity of the proposed tower
Current ground cover	Grasses
Existing topography	Sloping downwards towards the west

2.2 PROJECT DESCRIPTION

Item		Description		
Proposed structures	A new 195 fo	A new 195 foot tall SST		
Estimated SST loads	Vertical:	270 kips		
	Shear:	20 kips		
	Moment:	N/A		
	Uplift:	230 kips		
Grading (approximate)		For this report we have assumed site grading to consist of less than approximately 3 feet of cut and fill		
Cut and fill slopes	Final slopes to Vertical)	Final slopes are assumed to be no steeper than 3H:1V (Horizontal to Vertical)		
Below grade areas	None	None		

3 SUBSURFACE CONDITIONS

3.1 GEOLOGY

Based on the 2003 Geologic Map of Missouri, Missouri Department of Natural Resources, bedrock at this site consists primarily of the Pennsylvanian aged Cherokee Group, Cabaniss Subgroup (Pc). The Cherokee Group, Cabaniss Subgroup is predominantly cyclic deposits of shale, sandstone, siltstone, clay and limestone. This group contains most of the mineable coal beds in Missouri.

3.2 FIELD EXPLORATION AND LABORATORY TESTING

One (1) boring was drilled for this project at the approximate location indicated on the Boring Location Plan included in the Appendix of this report. Additional information follows:

Field Exploration			
Boring Location ¹	Designated and staked by Columbia/Boone County Joint Communications		
Boring Elevation ¹	Elevation indicated on the boring log is approximate and was obtained using the terrain feature on Boone County Parcel Viewer Boring elevation was rounded to the nearest foot		

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Field Exploration			
Drill Rig	CME45 track-mounted drill rig equipped with 4-inch solid stem augers		
Sampling Methods ²	Representative samples were obtained using thin-wall tube sampling and split-spoon sampling procedures		

- 1. The location and elevation of the boring should be considered accurate only to the degree implied by the means and methods used to define them.
- 2. A CME automatic SPT hammer was used to advance the split-barrel sampler in the boring performed on this site. A significantly greater efficiency is achieved with the automatic hammer 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.

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 log attached to this report includes soil descriptions, consistency evaluations, boring depth, sampling intervals, and groundwater conditions. The boring was backfilled with auger cuttings prior to the drill crew leaving the site.

The field log was prepared by a Crockett GTL geotechnical engineer and the drill crew. The final boring log included with this report represents the engineer's interpretation of the field log and includes modifications based upon laboratory tests and observation made of the samples. The descriptions of the soil on the final boring log is in general accordance with the Unified Soil Classification System which is included in the Appendix of this report.

Detailed information regarding the material encountered and the results of field sampling and laboratory testing are shown on the Boring Log included in the Appendix of this report.

3.3 ENCOUNTERED SUBSURFACE CONDITIONS

The boring encountered topsoil to a depth of approximately 4-inches. Topsoil thickness should be expected to vary elsewhere at the site.

Underlying the topsoil was lean to fat clay that extended to approximately 7 feet. Visual evaluation of the lean to fat clay was unclear if it was native or existing fill material, therefore, on the boring log it is identified as possible fill material.

Underlying the lean to fat clay was fat clay that was visually identified as glacial drift. The glacial drift was stiffest in its upper levels and generally became softer with depth. The glacial drift extended to approximately 36.5 feet at this boring location.

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Underlying the glacial drift was apparent limestone bedrock. Auger refusal was achieved in the apparent limestone at a depth of about 37 feet.

As noted in the Geology section above, bedrock in this area should be expected to be layered, and other types of bedrock may be encountered on the site during construction. Design values for the bedrock take this possibility into consideration.

Detailed descriptions of the encountered materials are listed on the boring log included in the Appendix 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 borehole was observed while drilling and after completion of drilling for the presence and level of groundwater. In addition, a delayed groundwater level was also obtained in the boring. The groundwater levels observed are noted on the attached boring log, and are summarized below:

Groundwater Levels			
Boring Depth to Groundwater (feet)			
Number A	At Time of Drilling	At End of Drilling	After Completion of Drilling
B-1	27.0	32.0	30.0 @ ½ hrs

Due to the low permeability of the soils encountered in the boring, 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 glacial soil 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 borehole was backfilled prior to departing the project site. Groundwater records are indicated on the boring log included in the Appendix of this report.

4 GEOTECHNICAL RECOMMEDATIONS

4.1 RESISTIVITY AND PH

Resistivity and pH tests were performed as part of this study. The test results are provided in the following table:

Resistivity and pH Test Results			
Sample Number Sample Depth (feet) pH 1 Resistivity 2 (OHM-cm)			
2	3-5	7.53	1,900

- Ohaus Model ST300 pH Meter used in general accordance with ASTM G51-95(2012)
- 2. Miller soil box used in conjunction with a Miller model 400A soil resistance meter used in general accordance with ASTM G57-06

4.2 EARTHWORK

At the completion of stripping and grubbing, we recommend the exposed subgrade be thoroughly evaluated before the start of any fill operations. We recommend 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.

4.2.1 Site Preparation

All unsuitable material should be removed from the construction areas prior to placing structural fill. After stripping and grubbing, the site should be proofrolled to aid in locating loose or soft areas. Proofrolling can be performed with a loaded tandem axle dump truck. Soft, wet, dry and low-density soil should be removed or be moisture conditioned and recompacted in place as structural fill prior to placing new structural fill.

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Where fill is placed on existing slopes steeper than 5H:1V, benches should be cut into the existing slopes prior to fill placement. The benches should have a vertical face height of 1 to 3 feet and should be cut wide enough to accommodate the compaction equipment. We recommend structural fill slopes be overfilled and then cut back to develop an adequately compacted slope face.

4.2.2 Structural Fill Material Requirements

Compacted structural fill should consist of approved materials free of organic matter and debris. Frozen material should not be used and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted for evaluation prior to use.

Structural Fill Material Requirements			
Material Type	USCS Classification Acceptable Use		
Granular	GM, SM, SW	All locations	
Lean Clay and Clayey Sand	CL & SC (LL·40) All locations		
Lean to Fat Clay	CL-CH (40·LL·50)	°24 inches below slabs on grade unless Pl<23	
Fat Clay	CH (LL≥50+)	>24 inches below slabs on grade	
Low Volume Change Material ^{1,2}	 Similar to MoDOT Type 1 or 5 crushed limestone aggregate, limestone screenings, or granular material such as sand, gravel or crushed stone containing at least 18% low plasticity fines. Low plasticity cohesive soil or granular soil having at least 18% low plasticity fines. 		

4.2.3 Structural Fill Compaction Requirements

Structural Fill Compaction Requirements			
Soil Fill Lift Thickness	 9 inches or less when using heavy self-propelled compaction equipment 6-inches or less when using hand guided or light self-propelled equipment 		

Structural Fill Compaction Requirements			
Compaction Requirements	 95% of standard Proctor dry density (ASTM D-698) We recommend engineered fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved. As stated within ASTM D698, this procedure is intended for soils with 30% or less material larger than 34". Accordingly, we recommend full time proof-roll observation be performed instead of moisture density testing for materials containing more than 30% aggregate retained on the 34" sieve. 		
Compaction Moisture Content Requirements			
Lean to Fat Clay and Fat Clay	Optimum moisture content (OMC) to 4% above the standard Proctor optimum moisture content		
Lean Clay and Silt	2% below to 3% above standard Proctor OMC		
Granular	Workable moisture content. Shall not pump when proofrolled		

4.2.4 Grading and Drainage

Final surrounding grades should be sloped away from the structure on all sides to prevent ponding of water. Collected water should discharge at least 10 feet beyond the footprint of the tower support structure.

4.2.5 Earthwork Construction

In periods of dry weather, the surficial soils may be of sufficient strength to allow fill construction on the stripped and grubbed ground surface. However, unstable subgrade conditions could develop if the soils are wet or subjected to repetitive construction traffic. Should unstable subgrade conditions be encountered, stabilization measures will need to be employed.

Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to construction.

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The geotechnical engineer should be retained during the construction phase of the project to observe earthwork/fill placement and to perform necessary tests and observations during subgrade preparation, proof-rolling, placement and compaction of controlled compacted fills, and backfilling of excavations to the completed subgrade.

4.2.6 Temporary Excavations

The Occupational Safety and Health Administration (OSHA) has developed regulations to provide for the safety of workers entering excavations. Temporary excavations will probably be required during grading operations. All operations should be performed under the supervision of qualified site personnel in accordance with OSHA Excavation and Trench Safety Standards.

4.3 FOUNDATION RECOMMENDATIONS

The subsurface data obtained from the boring was analyzed to evaluate potential foundation design alternatives. It is our professional opinion the self-support tower can be supported by either a shallow spread footing foundation system or by a drilled pier foundation system bearing on the native soil or on suitable bedrock. Design recommendations and construction considerations for shallow foundations follow:

4.3.1 Shallow Foundation Design Recommendations

Shallow Foundation Design Recommendations				
Approximate Bearing Depth (ft.)	Net Allowable Bearing (psf) ¹	Friction Angle, Ø	Cohesion (psf)	Effective Unit Weight (pcf)
0-3	Not Recommended	Not Recommended	Ignore	125
3-8	2,500	0	1,250	125
, 8	3,000	0	1,500	125
Net allowable be	aring pressure is based or	n a factor of safety of 3.0.		
Ultimate passive pressure (equivalent fluid pressure) The sides of the spread footing foundation excavations must be nearly vertical and the concrete should be placed neat against the vertical faces for the passive earth pressure values to be valid. Passive resistance in the frost zone should be neglected. Some movement of the footing will be required to mobilize resistance from passive pressure and sliding friction.		270	pcf	
Coefficient of sliding friction		0.3	32	

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Shallow Foundation Design Recommendations		
Minimum embedment below finished grade for frost protection	30 inches	
Approximate Settlement ¹	•	
Total	1 inch	
Differential	3/4 inch	

^{1.} Actual settlement will depend upon the variations within the subsurface soil profile, the tower's structural loading conditions, the embedment depth of the footings, the thickness of compacted fill (If any), and the quality of the earthwork operations.

Uplift resistance for spread footing foundations may be computed as the sum of the effective unit weight of the foundation element and the effective unit weight of the soil overlying the foundation. We recommend using a soil unit weight of 120 pounds per cubic foot (pcf) for structural fill overlying the footing placed as described in this section of this report. A unit weight of 150 pcf could be used for reinforced footing concrete. We recommend a minimum factor of safety of 1.5 be utilized for uplift calculations.

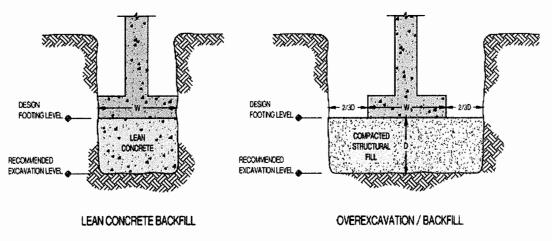
4.3.2 Shallow Foundation Construction Considerations

The base of all foundation excavations should be free of water and loose soil and rock prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soil at the foundation bearing level become excessively dry, disturbed, saturated, or frozen the affected soil should be removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open over night or for an extended period of time. We recommend the geotechnical engineer or their representative be retained to observe and test the soil foundation bearing materials.

Some surface and/or perched groundwater may enter foundation excavations during construction. It is anticipated any water entering foundation excavations from these sources can be removed using sump pumps or gravity drainage.

If unsuitable bearing soils are encountered in footing excavations, the excavations should be extended deeper to suitable soils and the footings should bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The footings could also bear on properly compacted backfill extending down to the suitable soils. Overexcavation for compacted backfill placement below footings should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below footing base elevation. The overexcavation should then be backfilled up to the footing base elevation with well graded granular material placed in lifts of 9 inches or less in loose thickness and compacted to at least

98 percent of the material's maximum standard effort maximum dry density (ASTM D 698). The lean concrete backfill and overexcavation-and-backfill procedures are described in the diagram below.



NOTE: EXCAYATIONS IN SKETCHES SHOWN VERTICAL FOR CONVENENCE EXCAYATIONS SHOULD BE SLOPED AS NECESSARY FOR SAFETY.

4.3.3 <u>Drilled Pier Foundation Design Recommendations</u>

The proposed structure can be founded on straight shaft drilled piers bearing in the native soil or on bedrock. The design parameters provided in the following table are based on the results of field and laboratory testing, published values, and our past experience with similar soil conditions:

	Drilled Pier Design Parameters									
Approximate Depth (feet) ¹	Average Blow Count (N Value) Per Foot ²	Allowable End Bearing Pressure (psf) ³	Friction Angle, Ø	Cohesion (psf)	Effective Unit Weight (psf)	Allowable Skin Friction (psf) ⁴	Lateral Subgrade Modulus (pci) ⁵	Strain E ₅₀ (in./in) ⁵		
0-3	Ignore	Ignore	Ignore	Ignore	125	Ignore	Ignore	ignore		
3-8	-	NR ⁷	0	1,400	125	1404	450	0.008		
8 - 13	-	NR ⁷	0	2,600	125	260⁴	860	0.006		
13 - 20	-	9,500 ³	0	3,700	125	370 ⁴	1,230	0.005		
20 - 25	-	4,500	0	3,300	125	330 ⁴	1,100	0.005		
25 - 30	_	3,250	0	1,500	62	150 ⁴	500	0.007		
30 - 36.5	-	3,250	0	1,100	50	110 4	300	0.011		

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	Drilled Pier Design Parameters									
Approximate Depth (feet) ¹	Average Blow Count (N Value) Per Foot ²	Allowable End Bearing Pressure (psf) ³	Friction Angle, Ø	Cohesion (psf)	Effective Unit Weight (psf)	Allowable Skin Friction (psf) ⁴	Lateral Subgrade Modulus (pci) ⁵	Strain E ₅₀ (în./in) ⁵		
Limestone	-	30,000	0	10,000	87	2,0004	3,000	0.0001		

- 1. CGTL should observe pier excavations to evaluate whether conditions are consistent with those encountered in our boring.
- 2. Blow count listed in this table is averaged for the layers. Detailed blow count information is listed on the boring log included in the Appendix of this report.
- Minimum pier length of 4 diameters required. CGTL should be contacted if the pier length is less than four times the pier diameter as modifications to our design parameters may be warranted.
 Allowable end bearing pressure based on a factor of safety of 3.0.
- 4. Skin friction values are to be utilized for uplift resistance only if pier is end bearing on rock.
 - The skin friction values and cohesion values are based on a constant (rectangular) pressure distribution for cohesive soils and bedrock.
 - Skin friction and cohesion should be neglected within 3 feet of the final grade.
 - Allowable skin friction derived from NAVFAC Design Manual, DM 7.2 (1986).
 - Allowable skin friction based on a factor of safety of 3.0
- 5. Lateral subgrade modulus and strain values are to be utilized with LPILE software.
- 6. NR = Not Recommended

Drilled piers should have a minimum shaft diameter of 30-inches. The above-indicated cohesion values are ultimate values without factors of safety. The end bearing, skin friction, and passive resistance are allowable parameters with factors of safety. The values given in the above table are based on our boring and past experience with similar material types.

4.3.4 Drilled Pier Foundation Construction Considerations

Pier drilling through the upper native soils is not expected to be difficult based upon the material encountered in the boring. However, special drilling techniques may be required to penetrate potential sand, gravel, cobble and boulder zones that could be encountered in the glacial drift materials. The contractor should be aware that boulders, although not encountered in our boring, are sometimes present within glacial drift.

Groundwater was encountered in the borehole. Groundwater should be anticipated during future pier drilling and the contractor should be prepared to handle wet drilling conditions.

Temporary casing may be needed to advance drilled pier excavations. Temporary casing should also be installed when personnel enter the shafts to clean and/or test the bearing surface.

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For proper performance of the drilled pier foundation system, it is critical for the bottom of the pier excavation be cleaned of any water and loose material prior to placing reinforcing steel and concrete. A minimum shaft diameter of at least 30-inches is required for entry of construction and testing personnel, and to facilitate clean-out and possible dewatering of the pier excavation.

Concrete should be placed soon after excavating to minimize bearing surface disturbance. Any water accumulating in the pier excavation should be pumped from the excavation or the water level should be allowed to stabilize and then concrete should be placed using the tremie method.

If concrete will be placed as the temporary casing is being removed, we recommend the concrete mixture be designed with a slump of about 5 to 7 inches to reduce the potential for arching when removing the casing. While removing the casing from a pier excavation during concrete placement, the concrete inside the casing should be maintained at a sufficient level to resist any earth and hydrostatic pressures outside the casing during the entire casing removal procedure.

We recommend a CGTL engineer or their representative be present on a full-time basis during drilling activities to evaluate the materials removed from the drilled pier excavations to determine when adequate capacity has been developed, to observe the base of the drilled pier to determine that the cuttings have been adequately removed, and also to observe the concreting techniques.

Although obvious signs of harmful gases such as methane, carbon monoxide, etc., were not noted in the boring during the geotechnical drilling operations, gas could be encountered in the drilled shaft excavations during construction. The contractor should check for gas and/or oxygen deficiency prior to any workers entering the excavation for observation and manual cleanup.

4.4 SEISMIC CONSIDERATIONS

The International Building Code and ASCE 7 require the average properties in the upper 100 feet of the subsurface profile be determined for seismic site classification. The drilling scope performed for this project had a boring that extended to a maximum depth of approximately 37 feet. As such, we provide the following seismic site classification:

Seismic Site Classification						
Code Used	International Building Code & ASCE 7					
Site Classification	· C					

March 29, 2018 Geotechnical Engineering Report 911 Self-Support Radio Tower - Boone County, MO Crockett GTL Project Number: G18307

Additional exploration to greater depths could be considered to confirm the conditions below the current depth of exploration. Alternatively, a geophysical exploration could be utilized in order to attempt to justify a more favorable seismic site class.

4.5 PARKING AND DRIVE AREAS

An access drive and parking area may be utilized to gain access to the self-support tower. We anticipate this access drive and parking area will be used by automobiles and light trucks. At a minimum, we recommend this access drive to be surfaced with crushed stone.

Based on the results of the boring, it appears that the existing subgrade will provide adequate support for the proposed drive with no modifications. In our opinion, the crushed stone wearing surface should have a minimum thickness of six inches and should be placed and compacted as outlined in the Earthwork section of this report. It should be noted that an access drive wearing surface consisting only of crushed graded aggregate base course will require regular maintenance. The access road subgrade should be shaped and crowned to promote rapid surface runoff. Potholes, depressions, or ruts that may develop should be repaired by placing additional crushed stone.

4.6 Special Inspection Requirements

The following items require special inspections in accordance with Chapter 17 of the International Building Code:

Schedule of Special Inspection Services 1						
NACACUICI / A chiuihu	Comico	Applicable to this Project				
Material/Activity	Service	Y/N	Extent			
1705.6 Soil		Y				
Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Field Inspection	Y	Periodic			
Verify excavations are extended to proper depth and have reached proper material	Field Inspection	Y	Periodic			
Perform classification and testing of controlled fill materials.	Field Inspection	Y	Periodic			
 Verify use of proper material, densities, and lift thicknesses during placement and compaction of controlled fill. 	Field Inspection	Y	Continuous			
 Prior to placement of controlled fill, observe subgrade and verify site has been prepared properly. 	Field Inspection	Y	Periodic			
1705.7 Driven Deep Foundations		N				
1705.8 Cast-In-Place Deep Foundations		N				

	A Androvial / A adjuster.	Sam da a	Applicable to this Project				
	Material/Activity	Service	Y/N	Extent			
,	Observe drilling operations and maintain complete and accurate records for each element	Field Inspection	Y	Continuous			
	Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable), and adequate end bearing strata capacity. Record concrete or grout volumes.	Field Inspection	Y	Continuous			
	For concrete elements, perform additional inspections in accordance with section 1705.3	See section 1705.3	Y	See section 1705.			
	Perform additional inspections and tests in accordance with the construction documents	Field Inspection and Testing	Y	In accordance with the construction documents			

The contractor shall request special inspection of the items listed above prior to those items becoming inaccessible and unobservable due to the progression of work.

5 GENERAL COMMENTS

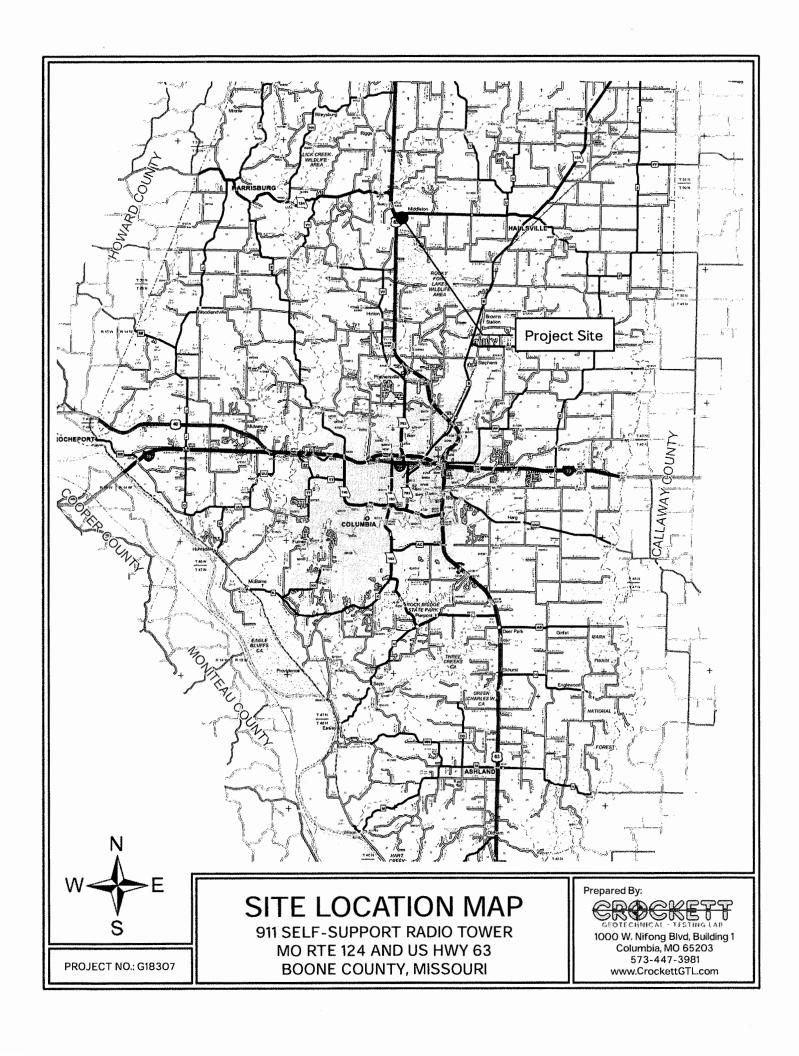
The recommendations provided herein are for the exclusive use of our client. Our recommendations are specific only to the project described herein and are not meant to supersede more stringent requirements of local ordinances or codes. The recommendations are based on subsurface information obtained at our boring locations, sample locations, our understanding of the project as described in this report, and geotechnical engineering practice consistent with the current standard of care. No warranty is expressed or implied. CGTL should be contacted if conditions encountered are not consistent with those described.

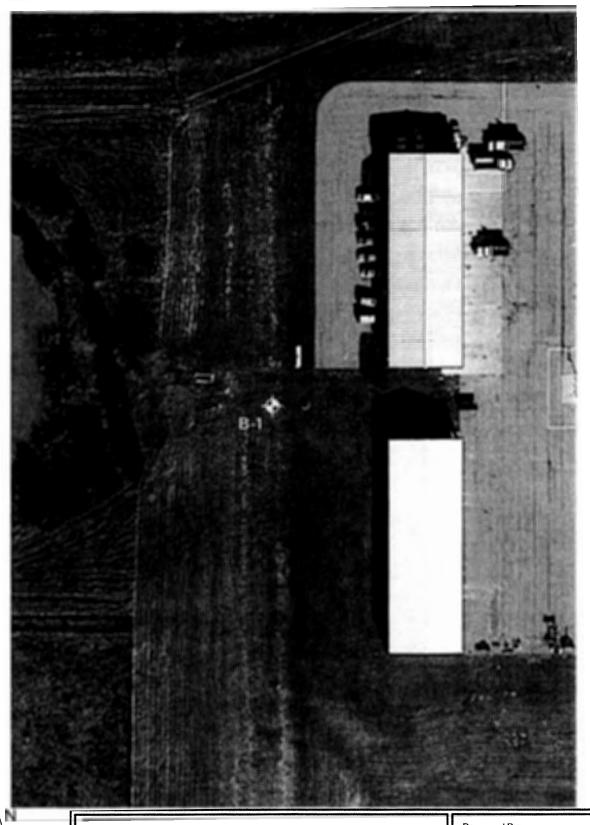
CGTL should be provided with a set of final plans and specifications, once they are available, to review whether our recommendations have been understood and applied correctly and to assess the need for additional exploration or analysis. Failure to provide these documents to CGTL may nullify some or all of the recommendations provide herein. In addition, any changes in the planned project or changes in site conditions may require revised or additional recommendations on our part.

Geotechnical Engineering Report 911 Self-Support Radio Tower – Boone County, MO Crockett GTL Project Number: G18307

The final part of our geotechnical service should consist of direct observation during construction to observe that conditions actually encountered are consistent with those described in this report and to assess the appropriateness of the analyses and recommendations contained herein. CGTL cannot assume liability or responsibility for the adequacy of recommendations without being retained to observe construction.

APPENDIX







PROJECT NO.: G18307

BORING LOCATION PLAN

911 SELF-SUPPORT RADIO TOWER MO RTE 124 AND US HWY 63 BOONE COUNTY, MISSOURI Prepared By:



1000 W. Nifong Blvd, Building 1 Columbia, MO 65203 573-447-3981 www.CrockettGTL.com Crockett GTL 1000 W Nifong Blvd. Bldg. #1



BORING NUMBER B-1

	Colu	mbia, N	MO 65203 573-447-0292	INICAL - T	SESTING LA	NB						FAG	ie i c)F 1
İ	CLIEN	NT Co	olumbia/Boone County Joint Communications	PROJEC'	TNAME	911 8	Self Support	Radio	Tower					
	PROJ	ECT N					Boone Cour							
	DATE	STAR	RTED 3/21/18 COMPLETED 3/21/18	GROUND	ELEVA1	TION _	804 ft MSL		HOLE	SIZE	4"			
	DRILL	LING C	CONTRACTOR IPES	GROUND	WATER	LEVE	LS:							
	DRILL	LING M	METHOD 4" SSA	$ar{oldsymbol{ abla}}$ at	TIME OF	DRIL	LING _27.0	00 ft / E	lev 77	7.00 ft				
ı	LOGG	SED BY	Y Grimm CHECKED BY Lidholm				.ING _32.0							
	NOTE	S Bo	prehole backfilled upon completion	<u>V</u> 0.5	ihrs AFTI	ER DR	ILLING 30	0.00 ft	/ Elev 7	774.00	ft			
ı					ш			T_:		Ŀ		AT	TERBE LIMITS	
S.GPJ	O DEPTH	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 (%)	LIQUID	PLASTIC	>
Š		40:41							-					
R\G1830			LEAN TO FAT CLAY: Brown, trace rust stains, with sand to sandy, trace gravel, trace organics (possible fill)	ł	ST 1	15		4000		109	18			
IO TOWE	 5		: trace sand and gravel		ST 2	11		2500	2860	113	18			
ORT RAD														
SUPP			8.0	796.0		ļ				ļ				
1 SELF	10		FAT CLAY: Light brown and gray, trace rust stains, trace sand and gravel (glacial drift)		ST 3	18		5500	5320	110	20			
318307 - 91	 													
STSV2018V	 15		: trace to with sand		ST 4	23		7500		115	21			
SAMPLE LENGTH REPORT - LATLONG TEMPLATE.GDT - 3/29/18 11:16 - V/===PROJECTS===KGEOT PROJECTS/20/18/G18307 - 911 SELF SUPPORT RADIO TOWER/G18307 LOGS.GPJ														
CTS===\C	 20				ST 5	24		7500		109	22			
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18 11:16 -\	 - 25		: becomes gray with trace light brown		ST 6	22		4500	6770	105	23			
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NGTH RE	35		36.5	767.5										
Ш Ш			37.0 APPARENT LIMESTONE: Hard	767.0	l	<u></u>	<u> </u>	1	1	L	L			<u></u>
SAMP			Auger Refusal at 37.0 feet. Bottom of borehole at 37.0 feet.											

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 2tt3)
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 Class	ification System	
	Major Divisions		Group Symbol	Group Name
		clean gravel	GW	well-graded gravel, fine to coarse gravel
	gravel >50% of coarse fraction	45% small than #200 sieve	GP	poorly graded gravel
	retained on #4 (4.75 mm) sieve	gravel with	GM	silty gravel
coarse grained soils more than	31000	12% fines	GC	clayey gravel
50% retained on #200 sieve	sand >50% of coarse fraction passes *4 (4.75 mm) sieve	clean sand sand with >12% fines	sw	well-graded sand, fine to coarse sand
200 31848			SP	poorly graded sand
			SM	silty sand
	21000		SC	clayey sand
	-		ML.	silt
	silt and clay	inorganic	CL.	clay
fine grained soils more than		organic	OL	organic silt, organic clay
50% passes #200 sieve		-	MH	silt of high plasticity, elastic silt
- 200 Oleve	silt and clay	inorganic	СН	clay of high plasticity, fat clay
		organic	ОН	organic clay, organic silt
321333111111111111111111111111111111111	highly organic soils		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				
50 - 75	Fair				
25 ~ 50	Poor				
0 - 25	Very poor				

Joint, Bedding, and Foliation Spacing in Rock					
Spacing	Joints	Bedding/Foliation			
< 2-inches	Very close	Very thin			
2-inches - 1-foot	Close	Thin			
1-foot - 3-feet	Moderately Close	Medium			
3-feet - 10-feet	Wide	Thick			
°10-feet	Very Wide	Very thick			

MDAVIDSON

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

ACORD

11/29/2018 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.

th	is certificate does not confer rights	to the	cert	ficate holder in lieu of su	ich end	lorsement(s)		require an endo	orsemen	i. A Si	atement on
PRO	PRODUCER				CONTACT Mary D. Davidson						
TIG Advisors-Col 200 East Southampton Drive Columbia, MO 65203				PHONE (A/C, No, Ext): (573) 875-4800 FAX (A/C, No): (573)					573) 8	375-4514	
				E-MAIL ADDRE	_{SS:} mdavids	on@tigadv	isors.com				
						INS	SURER(S) AFFOR	RDING COVERAGE			NAIC#
					INSURE	RA: United	Fire & Cası	ialty Company			13021
INSU	RED				INSURE	RB: Missour	i Employers	Mutual Insuranc	e Comp	any	10191
	C. L. Richardson Construct	tion C	ompa	any	INSURER C: Cincinnati Insurance Company					10677	
	15475 Hwy. 63 South		•	•	INSURER D :						
	Ashland, MO 65010				INSURER E :						
					INSURER F:						
CO	VERAGES CEI	RTIFIC	CATE	NUMBER:				REVISION NUM	IBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW!											
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD				DED BY	THE POLICE	IES DESCRIB					
	CLUSIONS AND CONDITIONS OF SUCH				BEEN F						
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	3	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCUBBENC	_	œ.	1,000,000

				EIMITS SHOWN WAT TAVE BEEN				
INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	
Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR	х		60362010	7/1/2018	7/1/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	_{\$} 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	Ì					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO	x		60362010	7/1/2018	7/1/2019	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	AUTOS ONLY AUTOS ONLY						(1 or doordon)	\$
Α	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			60362010	7/1/2018	7/1/2019	AGGREGATE	\$ 1,000,000
	DED X RETENTION\$ 0							\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10 10 10 10 10 10 10 10 10 10 10 10 10 1			PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE			MEM 1019116-11	7/1/2018	7/1/2019	E.L. EACH ACCIDENT	s 1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,000
	Umbrella			EXS0260864	7/1/2018	7/1/2019	Occ/Agg	6,000,000
Α	Equipment Floater			60362010	7/1/2018	7/1/2019	Leased/Rented	360,000
<u> </u>	DESCRIPTION OF OPERATIONS (LOCATIONS (VEHICLES (ACORD 404 Additional Pernative Schedule, may be attached if more chase is required)							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Boone is an additional insured per written contract for general liability per form CG7201 and automobile liability per form CA7109. Umbrella liability follows form.

CERTIFICATE HOLDER	CANCELLATION			
County of Boone 613 E Ash	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Columbia, MO 65201	AUTHORIZED REPRESENTATIVE			
	Mary Quaridson			

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, C. L. Richardson Construction Co., Inc.
Principal having from called Contractor and Fidelity and Denosit Company of Maryland
as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland
a corporation organized under the laws of the State of Maryland
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 below defined, in the amount of Eighty One Thousand Seven Hundred Fifty Dollars and 00/100 DOLLARS
(\$ 81,750.00), for the payment whereof Contractor and Surety bind themselves their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:
WHEREAS, Contractor has by written agreement dated entered
into a contract with Owner for
BID NUMBER 47-01NOV18
RADIO TOWER FOUNDATION AND SITE CONSTRUCTION FOR NEW RADIO
TOWER IN HALLSVILLE, MISSOURI
BOONE COUNTY, MISSOURI

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - 2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

	EOF, the Contractor has hereum ed in its name and its corporate		•
Fact at <u>Columbia, MO</u>	on this	day of	20
	CONTRACTOR C. L. Richar BY: hully	rdson Construction Co	., Inc. (SEAL)
	SURETY COMPANY Fideli	ity and Deposit Compa	any of Maryland
	BY: (Attorney-In-	LUL AOM Fact), Mary D Davids	on
	BY: Tharest	Mary D	M
(Accompany this bond wi	th Attorney-In-Fact's authority	from the Surety Co	mpany certified to

include the date of this bond. Include Surety's address and contact name with phone number).

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gary GROSSNICKLE, Charles W. DIGGES, JR., Kimberly A. HUGHES, Richard A. MILLER, Marissa SPENCER, Thomas M. DEAN and Mary D. DAVIDSON, all of Columbia, Missouri, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of October, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Bur

Assistant Secretary Dawn E. Brown Vice President David McVicker

State of Maryland

County of Baltimore

On this 18th day of October, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID** MCVICKER, Vice President, and **DAWN E. BROWN**, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, C. L. Richardson Construction Co., Inc.
as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland
a Corporation, organized under the laws of the State of Maryland
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 Eighty One Thousand Seven Hundred Fifty Dollars and 00/100 Dollars
for the payment whereof Contractor and Surety bind themselves, their heirs, executors administrators, successors and assigns jointly and severally, firmly by these presents:
WHEREAS, Contractor has, by written agreement dated entered into a
Contract with Owner for:
BID NUMBER 47-01NOV18
RADIO TOWER FOUNDATION AND SITE CONSTRUCTION FOR NEW RADIO
TOWER IN HALLSVILLE, MISSOURI
BOONE COUNTY, MISSOURI

in accordance with the specifications and/or 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.

than the Owner	r named herein or the h	ieirs, executor	s, administrators or successors of	owner.
	· · · · · · · · · · · · · · · · · · ·	d in its name	as hereunto set his hand and the	ffixed by its
Attorney-In-Fa	ct at Colulmbia, Mo	0	, on this	day of
, 2	.0			
		C. L. Richards	on Construction Co., Inc.	
			(Contractor)	
(SEAL)				
BY: C	Lu Thul			
J	PAVE Richards			
		Fidelity and D	eposit Company of Maryland	
			(Surety Company)	
(SEAL)	•			
BY.Y	marie De Oale	idson		
N	Mary D Davidson		(Attorney-In-Fact)	
BV:	MALENDA ONLL	idam		
Mai	ry D Davidson	wort E	(Missouri Representative)	
(Accompany the date	·	y-In-Fact's au	thority from the Surety Company	certified to
	•			
Surety Contact	Name: Mary Davidson		•	
Phone Number	: 573-875-4800			
Address:	TIG Advisors	1		
	200 E Southampton, C	Columbia, MO	65203	

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gary GROSSNICKLE, Charles W. DIGGES, JR., Kimberly A. HUGHES, Richard A. MILLER, Marissa SPENCER, Thomas M. DEAN and Mary D. DAVIDSON, all of Columbia, Missouri, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of October, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Bv

Assistant Secretary Dawn E. Brown

Lie D. Bairf

Vice President David McVicker

State of Maryland

County of Baltimore

On this 18th day of October, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID** MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

13th

day of

December

18 20

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

Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
David Shorr	Boone County Regional Sewer District	January 1, 2019 thru December 31, 2023

Done this 13th day of December, 2018.

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janet M. Thompson

District II Commissioner

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



Boone County Government Center 801 E. Walnut, Room 333 Columbia, MO 65201 573-886-4307 • FAX 573-886-4311

E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boons Coury KED	HOWAL SEWER	DISMICT	Term: 2019
Current Township: <u>AULK BRIDUE</u>		_ Today's Date:	12/3/2018
Name: David A. SHOAR			
Home Address: 3045 W. ALROW HAA	D LAKE IM.		
City: Columbia	Zip Code:	65203	
Business Address: 314 E. HIVI ST			
City: KEFFEZSON CITY	Zip Code:	65101	
Home Phone: 573 - 446 - 3311	_ Work Phone: _	573-761-5	7005
Fax:	E-mail: <i>DS</i>	WARRE LANGE	orlact.com
Qualifications: CURRENT MUMBER AN MEMBER BINLE ZOUY HAVING SE			
BLOCAMPINI ATTACHLO.			
1			

Past Community Service: TAST DIRECTOR MUSSOURI DESIRET MENT OF NATURAL
RESOURCES: PAST DIRECTUR MISSUURI DIRECTOR OF ENVIRONMENTAL
QUALITY; MAST ASSISTANT GENERAL COUNSEL - NONTHEAST ONLO KELODAN
SENSE DISTRICT (CLEUSIAND, DITIO); DIRECTOR BUNK COUNTY FINE
MOTELIAN DISMICT; PAST MINEURA RECIONALE CONUMICE DEVALUAMENT
INC.; PAST OIRECTOR COLUMBIA MISSOUR CHAMBER, VICE-CHAIR
MISSURI FIRESILD WWCIL; HOST HERV SUMPLY MURNING ROUND PAULE-
KFRU.
·
References: _ DAN ATWILL , PARSIDING COMMISSIONER; GARD PRARY, COUNTY
COMMISSIONER; HANKT THOMPSON, COUNTY COMMISSIONER; KAREN MILLER,
FURMER COUNTY COMMISSIONER; SCOTT DISKN, BOONE COUNTY FIRE CHE
TOM RATER MUNN, EXELUTIVE PINGERON BLRGO; FORMER SITTE
SENATUR 19 DISMICT HURT SCHARFFR,
I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.
Applicant Signature
Poturn Application Boone County Commission Office

Return Application To:

Boone County Commission Office Boone County Government Center 801 East Walnut, Room 333

Columbia, MO 65201 Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

Main Office: 573-443-2774

Emergency: 573-443-2774 (24 hour service)

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in This Section

Board of Trustees

Current Board Members

Randy Chann

David Shorr

Debbie Schnedler

John Massey

Fred J. Parry

Meeting Agendas

Meeting Minutes

By-Laws

Staff

General Manager

Send E-mail

Finance & Administration

Send E-mail

Operations Manager

Send E-mail

Operations Supervisor

Send E-mall

Project Manager

Send E-mail

Administrative Support Assistant

Send E-mail

Boone Electric Coop

History

David Shorr, Vice Chair

David Shorr serves as Partner In Charge of Lathrop & Gage's Jefferson City and Columbia, Missouri, offices. He is the past Director of the Missouri Department of Natural Resources, the State of Missouri's environmental protection, state parks, and natural resources agency. He served on the cabinet of Missouri's late Governor Mel Carnahan. He also served as Missouri Director of Environmental Quality for former Attorney General John Ashcroft when he was the Governor of Missouri.

Currently, Mr. Shorr represents clients in regulatory matters in the environmental, energy, and utilities arenas and handles complex cases involving the scope of legal authority and government public policy. He also handles regulatory matters involving health care, insurance, and telecommunications. Mr. Shorr is a registered Missouri lobbyist and assists clients with legislative strategies.

Before his tenure with the Department of Natural Resources, Mr. Short served as Assistant General Counsel for the Northeast Ohio Regional Sewer District which is the waste water treatment agency for the greater Cieveland, Ohio Region. He provided representation in all areas of the law, including environmental, labor, real estate, public law, administrative and collection matters. He also has experience as an environmental consultant with engineer firms, where he designed regional water and wastewater programs for municipal corporations and environmental strategies for developing subdivisions.

As a customer of the District, Mr. Shorr's perspective is not only that of an attorney but also that of someone who is served by the District. Mr. Shorr was appointed to the board in February of 2004. He is in his second term which expires January of 2019.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 18

County of Boone

ea.

In the County Commission of said county, on the

13th

day of

December

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 Organizational Use of the Boone County Government Center Chambers by Missouri Prairie Foundation on January 19, 2019, with an inclement weather backup date of January 26, 2019, from 9:00 am to 3:30 pm.

Done this 13th day of December, 2018.

ATTEST:

avlor W. Burks

Clerk of the County Commission

Daniel K. Atwill

Rresiding Commissioner

Fred J. Par

District | Commissioner

Janet M. Thompson

District II Commissioner

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



Roger B. Wilson Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4308 * FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

Ytganization Missouri Praine F Address P O Box 200		
Address Columbia	MO 211	######################################
	WWW.map	rairie.org
Property Doris Stady dual Reconsting Use	herrick	Position in Organization. Governance Committee Cha
Facility requested: X Chambers Quarterly meeting of	C Room 301 CRoom 311	
New Angles 24 May 199 Spinisher was	meeting wit	h speaker
Date:5) of U.S.: January 19 wit	h inclement weather bac	ckup date of January 26
Since Time of Same 9:00 AM	N/PM	AM/PM
End Time of Livery 3:00 PM	engaine annochaíonna mainriannacháinneachtaíoirí s	End Time of Cleaning
The undersigned organization against	the laws, ordinances and county	and conditions in the event this application is approved: policies in using Boone County Government conference rooms, and the participants) to rooms by the openizational use.
The undersigned organization waves 1 To abole by all applica 2 To remove all tresh or 3 To repair, replace, or p 4 To conduct its use in a 5 To inderwinity and hole damages, acroms, caus settlements on account	ble laws, ordinances and county other debris that may be deposited to the repair or replacement such a manner as to not unreased the County of Boone, its rifficates of action or suits of any kind at of bodily injury or property date of some as specified in this applications as specified in this applications.	policies in using Boone County Government conterence monts ted (by participants) in rooms by the organizational use. of damaged property including carpet and furnishings in rooms: hably interfere with Becone County Government building functions, as, agents and employees, harmless from any and all claims, demands, or nature including costs, litigation expenses, attorney fees, judgments, mage incurred by anyone participating in or attending the tion.
The undersigned organization agrees 1. To abole by all applica 2. To remove all track or 1 3. To repair, replace, or 1 4. To conduct its use in 3 5. To indennify and hole damages, acrious, caus settlements on account organizational use of the continuation Representative/Title.	other debris that may be deposi- orner debris that may be deposi- say for the repair or replacement such a manner as to not unreased d the County of Boone, its office ses of action or suits of any kind- ir of bodily injury or property dai coms as specified in this applica Chair, Missouri Prairie F	policies in using Boone County Government conterence monts ted (by participants) in rooms by the organizational use. of damaged property including carpet and furnishings in rooms: hably interfere with Beione County Government building functions, its, agents and employees, harmless from any and all claims, demands, or nature including costs, bugation expenses, attorney fees, judgments mage incurred by anyone participating in or attending the tion. oundation Governance Committee
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