

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

May 13, 2019

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Clark McEntire

Donna Stewart

Sam Baird – Mayor Pro-Tem

Samuel Snider

Larry Whitman

Jon Jones

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
May 13, 2019
7:00 P.M.**

Posted May 8, 2019.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** May 13, 2019 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

- 1. Roll Call.**
- 2. Agenda Amendments/Approval of Agenda.**
- 3. Consent Agenda:**

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to "approve the Consent Agenda as published or modified."

- a. Minutes from regular meeting April 22, 2019.
 - b. Outstanding Invoices, draft and Check Paid Invoices for April 2019/May 2019.
 - c. City Administrator and Department Head Reports.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for April 2019/May 2019.**
 - 5. Discussion on Economic Development and Tourism Plan.**
 - 6. Citizen Input.**
 - 7. Presentation by KPM CPA's for 2018 Audit.**
 - 8. Ordinance accepting the contract with Thrillfall for Live Entertainment at Freedom Fest. (1st & 2nd Read) Discussion/Vote.**
 - 9. Discussion/Vote to accept the bid for Miller Road Project.**
 - 10. Ordinance approving the Intergovernmental Agreement with Greene County for Paving. (1st & 2nd Read) Discussion/Vote.**

- 11. New Business.**
- 12. Unfinished Business.**
- 13. Recess Open Session.**
- 14. Open Executive Session.**
- 15. Close Executive Session.**
- 16. Adjourn Meeting.**

THE TENTATIVE AGENDA OF THIS MEETING INCLUDES A VOTE TO CLOSE PART OF THE MEETING PURSUANT TO RSMO SECTION 610.021 # (1) LEGAL.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS. REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING THE CITY CLERK AT 417-742-5302.

Jennifer Rowe
City Clerk



AGENDA ITEM #3

Consent Agenda:

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to "approve the Consent Agenda as published or modified."

- a. Minutes from regular meeting April 22, 2019.
- b. Outstanding Invoices, draft and Check Paid Invoices for April 2019/May 2019.
- c. City Administrator and Department Head Reports.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
April 22, 2019
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Director of Finance, Carolyn Halverson; and Public Works Director, Dave O'Connor.

The City Attorney Ken Reynolds was not present.

Citizens in attendance: Family of Alderman McEntire.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Hendrickson.

Call to Order.

Mayor Hendrickson called the meeting to order at 7:00 p.m.

Swearing in of newly elected Aldermen and Mayor.

The City Clerk swore in Aldermen Whitman and McEntire, and Mayor Hendrickson.

Roll Call.

The City Clerk conducted the Roll Call. Alderman McEntire-present, Alderman Snider-arrived late, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Jones-present, and Mayor Hendrickson-present. Student representative Bradley Cooper also present.

Agenda Amendments/Agenda Approval.

Motion was made by Alderman Stewart and seconded by Alderman Jones to approve the Agenda. Motion carried with a vote of 5-0. Voting aye: Aldermen McEntire, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Alderman Snider arrived at this time and was sworn in by the City Clerk.

Consent Agenda.

Motion was made by Alderman Baird and seconded by Alderman Whitman to approve the Consent Agenda. Motion carried with a vote of 5-0. Voting aye: Aldermen McEntire, Snider, Whitman, Baird and Jones. Alderman Stewart abstained. Student Representative Bradley Cooper also voted aye.

Discussion/Vote to approve current March/April 2019 Outstanding Invoices, Check and Draft Paid Invoices.

Motion was made by Alderman Stewart and seconded by Alderman Jones to approve the current March/April 2019 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Ceremonial Matters.

A. Elect Mayor Pro-Tem.

Motion was made by Alderman Whitman and seconded by Alderman Stewart to elect Alderman Baird as Mayor Pro-Tem. Motion carried with a vote of 5-0. Voting aye: Aldermen McEntire, Stewart, Whitman, Baird and Jones. Alderman Snider abstained. Student Representative Bradley Cooper also voted aye.

B. Elect P&Z Representative.

Motion was made by Alderman Snider and seconded by Alderman Baird to elected Alderman Whitman as the P&Z Representative. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Presentation by Jeremy Evans on long term IT needs for the City.

Mr. Evans presented his plan for the next few years. Discussion was made on Security and upgrades.

Citizen Input.

None.

Ordinance accepting the agreement with the Willard RII School District for partnership on the Miller Road Project. (1st & 2nd Read) Discussion/Vote.

Mayor Hendrickson discussed the project. Discussion was made on the agreement and partnership.

The first read was conducted by the City Clerk.

Motion was made by Alderman Jones and seconded by Alderman Baird to accept the agreement with Willard RII School District for partnership on the Miller Road Project. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to accept the agreement with Willard RII School District for partnership on the Miller Road Project. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Ordinance amending Chapter 710 Sewer Use and Sewer Rates. (2nd Read) Discussion/Vote.

The City Administrator discussed the contract with Springfield and requirements. He informed the Board that he had recently received a request from Springfield to provide additional compliance related information. The request specifically encompassed documentation concerning potential industrial users, Ordinances at least as restrictive as Springfield, how users must connect to FOG, and documentation showing we are remitting actual sewer use volumes to Springfield.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to amend Chapter 710 Sewer Use and Sewer Rates. Motion carried with a vote of 4-1. Voting aye: Aldermen Stewart, Whitman, Baird and Jones. Voting nay: Alderman Snider. Alderman McEntire abstained. Student Representative Bradley Cooper also voted aye.

Ordinance accepting the reappointment of the Willard Municipal Judge, Kristoffer Barefield. (1st & 2nd Read) Discussion/Vote.

Mayor Hendrickson stated that this Ordinance was to reappoint the current Municipal Judge for the next two (2) years.

The first read was conducted by the City Clerk.

Motion was made by Alderman Baird and seconded by Alderman Stewart to accept the reappointment of the Willard Municipal Judge, Kristoffer Barefield. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Jones to accept the reappointment of the Willard Municipal Judge, Kristoffer Barefield. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Ordinance accepting the reappointment of the Willard City Attorney, Ken Reynolds. (1st & 2nd Read) Discussion/Vote.

Mayor Hendrickson stated that this Ordinance was to reappoint the City Attorney for the next two (2) years.

The first read was conducted by the City Clerk.

Motion was made by Alderman Snider and seconded by Alderman Whitman to accept the reappointment of the Willard City Attorney, Ken Reynolds. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Snider and seconded by Alderman Stewart to accept the reappointment of the Willard City Attorney, Ken Reynolds. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

New Business.

Mayor Hendrickson stated that the mural was looking good. Discussion was made on the timeline for completion.

Alderman Whitman discussed MissouriBuys and the potential for the City to benefit from it.

Mr. Gray reminded the Board that the Comprehensive Plan Open House was this Thursday from 6:00 p.m. to 8:00 p.m. at the Willard Fire Protection District.

Unfinished Business.

None.

Adjourn.

Motion was made by Alderman Baird and seconded by Alderman Jones to Adjourn. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The meeting was adjourned at 8:12 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM #3
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices – April & May 2019**



Pending Expense Approval Report - 1

By Vendor Name

Post Dates 05/01/2019 - 05/07/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ACE150 - AC ELECTRICAL SYSTEMS, INC.					
Vendor: ACE150 - AC ELECTRICAL SYSTEMS, INC.					
AC ELECTRICAL SYSTEMS, INC.	199738	05/07/2019	PRESSURE ISSUE REPAIRS FOR WILLARD WELL #1 - WATER	20-600-55600	162.85
Vendor ACE150 - AC ELECTRICAL SYSTEMS, INC. Total:					162.85
Vendor ACE150 - AC ELECTRICAL SYSTEMS, INC. Total:					162.85
Vendor: AMP100 - AMERIPRIDE SERVICES INC					
Vendor: AMP100 - AMERIPRIDE SERVICES INC					
AMERIPRIDE SERVICES INC	340137662	05/07/2019	MATS (ALL DEPTS) & TOWELS (PW)	10-100-50130	20.72
AMERIPRIDE SERVICES INC	340137662	05/07/2019	MATS (ALL DEPTS) & TOWELS (PW)	10-200-50130	16.40
AMERIPRIDE SERVICES INC	340137662	05/07/2019	MATS (ALL DEPTS) & TOWELS (PW)	20-600-50130	89.00
AMERIPRIDE SERVICES INC	340137662	05/07/2019	MATS (ALL DEPTS) & TOWELS (PW)	20-700-50130	89.00
AMERIPRIDE SERVICES INC	340137662	05/07/2019	MATS (ALL DEPTS) & TOWELS (PW)	30-800-50130	35.84
AMERIPRIDE SERVICES INC	340138109	05/07/2019	UNIFORMS - STS/W/S/PKS	10-300-92500	65.96
AMERIPRIDE SERVICES INC	340138109	05/07/2019	UNIFORMS - STS/W/S/PKS	20-600-92500	92.88
AMERIPRIDE SERVICES INC	340138109	05/07/2019	UNIFORMS - STS/W/S/PKS	20-700-92500	97.88
AMERIPRIDE SERVICES INC	340138109	05/07/2019	UNIFORMS - STS/W/S/PKS	30-800-92500	128.08
Vendor AMP100 - AMERIPRIDE SERVICES INC Total:					635.76
Vendor AMP100 - AMERIPRIDE SERVICES INC Total:					635.76
Vendor: ATS200 - ANCHOR TACTICAL SUPPLY, LLC					
Vendor: ATS200 - ANCHOR TACTICAL SUPPLY, LLC					
ANCHOR TACTICAL SUPPLY, LL	197498	05/07/2019	A STONE UNIFORM ALLOWANCE - LAW	10-200-92500	214.99
Vendor ATS200 - ANCHOR TACTICAL SUPPLY, LLC Total:					214.99
Vendor ATS200 - ANCHOR TACTICAL SUPPLY, LLC Total:					214.99
Vendor: BMI100 - BMI GENERAL LICENSING					
Vendor: BMI100 - BMI GENERAL LICENSING					
BMI GENERAL LICENSING	4198205	05/07/2019	MUSIC LICENSING-PKS	30-800-55800	358.00
Vendor BMI100 - BMI GENERAL LICENSING Total:					358.00
Vendor BMI100 - BMI GENERAL LICENSING Total:					358.00
Vendor: BUS180 - BUS ANDREWS TRUCK EQUIPMENT					
Vendor: BUS180 - BUS ANDREWS TRUCK EQUIPMENT					
BUS ANDREWS TRUCK EQUIP	W 64715	05/07/2019	REPAIR BED ON TRUCK #3 - P	20-700-71000	1,606.93
Vendor BUS180 - BUS ANDREWS TRUCK EQUIPMENT Total:					1,606.93
Vendor BUS180 - BUS ANDREWS TRUCK EQUIPMENT Total:					1,606.93
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC					
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC					
CANON FINANCIAL SERVICES,	20026236	05/07/2019	COPIER LEASE - ALL DEPTS	10-100-55850	32.95
CANON FINANCIAL SERVICES,	20026236	05/07/2019	COPIER LEASE - ALL DEPTS	10-200-55850	68.29
CANON FINANCIAL SERVICES,	20026236	05/07/2019	COPIER LEASE - ALL DEPTS	10-250-55850	5.49
CANON FINANCIAL SERVICES,	20026236	05/07/2019	COPIER LEASE - ALL DEPTS	10-400-55850	5.49
CANON FINANCIAL SERVICES,	20026236	05/07/2019	COPIER LEASE - ALL DEPTS	20-600-55850	32.95
CANON FINANCIAL SERVICES,	20026236	05/07/2019	COPIER LEASE - ALL DEPTS	20-700-55850	32.95
CANON FINANCIAL SERVICES,	20026236	05/07/2019	COPIER LEASE - ALL DEPTS	30-800-55850	68.28
Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:					246.40
Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:					246.40

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CAR150 - CARTER WATERS CONSTRUCTION MATERIALS					
Vendor: CAR150 - CARTER WATERS CONSTRUCTION MATERIALS					
CARTER WATERS CONSTRUCTI	13188389-00	05/07/2019	TRUNCATED DOME PAVER - S	10-300-50130	135.00
Vendor CAR150 - CARTER WATERS CONSTRUCTION MATERIALS Total:					135.00
Vendor CAR150 - CARTER WATERS CONSTRUCTION MATERIALS Total:					135.00
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	2052	05/07/2019	FUSION LINK COMMUNICATIONS	30-800-55200	130.00
COMMERCE CREDIT CARD SE	042419	05/07/2019	ADVERTISING-PKS STAMPS.COM POSTAGE - ALL DEPTS	10-100-50750	7.05
COMMERCE CREDIT CARD SE	042419	05/07/2019	STAMPS.COM POSTAGE - ALL DEPTS	10-200-50750	14.70
COMMERCE CREDIT CARD SE	042419	05/07/2019	STAMPS.COM POSTAGE - ALL DEPTS	10-250-50750	27.00
COMMERCE CREDIT CARD SE	042419	05/07/2019	STAMPS.COM POSTAGE - ALL DEPTS	10-400-50750	15.75
COMMERCE CREDIT CARD SE	042419	05/07/2019	STAMPS.COM POSTAGE - ALL DEPTS	20-600-50750	22.45
COMMERCE CREDIT CARD SE	042419	05/07/2019	STAMPS.COM POSTAGE - ALL DEPTS	20-700-50750	14.65
COMMERCE CREDIT CARD SE	042419	05/07/2019	STAMPS.COM POSTAGE - ALL DEPTS	30-800-50750	2.80
COMMERCE CREDIT CARD SE	04547G	05/07/2019	MENARDS POOL SUPPLIES-PK	30-800-50110	18.95
COMMERCE CREDIT CARD SE	04547G	05/07/2019	MENARDS POOL SUPPLIES-PK	30-800-50550	3.49
COMMERCE CREDIT CARD SE	04547G	05/07/2019	MENARDS POOL SUPPLIES-PK	30-800-52000	19.98
COMMERCE CREDIT CARD SE	1791	05/07/2019	HEADY BBQ PD TRAINING MEAL EXPENSE - LAW	10-200-56900	32.00
COMMERCE CREDIT CARD SE	4905	05/07/2019	MPRA TRAINING -PKS	30-800-56950	15.00
COMMERCE CREDIT CARD SE	8083113-0	05/07/2019	ADMIRAL EXPRESS COPY PAPER - GEN/W/S/PKS	10-100-50700	27.99
COMMERCE CREDIT CARD SE	8083113-0	05/07/2019	ADMIRAL EXPRESS COPY PAPER - GEN/W/S/PKS	20-600-50700	27.99
COMMERCE CREDIT CARD SE	8083113-0	05/07/2019	ADMIRAL EXPRESS COPY PAPER - GEN/W/S/PKS	20-700-50700	27.99
COMMERCE CREDIT CARD SE	8083113-0	05/07/2019	ADMIRAL EXPRESS COPY PAPER - GEN/W/S/PKS	30-800-50700	27.99
COMMERCE CREDIT CARD SE	03370278	05/07/2019	EAGLE STOP VEHICLE FUEL - LAW	10-200-70000	30.75
COMMERCE CREDIT CARD SE	04-7448917	05/07/2019	IBT INC BEARINGS-PKS	30-800-71100	55.35
COMMERCE CREDIT CARD SE	6387403	05/07/2019	AMAZON SEWER PROJECT ODOR CONTROL FAN - PW	20-700-95100	101.97
COMMERCE CREDIT CARD SE	2671411	05/07/2019	AMAZON POOL WHISTLES-PK	30-800-50140	9.98
COMMERCE CREDIT CARD SE	9043061667551-150-3U	05/07/2019	WHEN TO WORK SCHEDULING SOFTWARE-PKS	30-800-57400	45.00
COMMERCE CREDIT CARD SE	02617G	05/07/2019	HARBOR FREIGHT STORM DAMAGE TARP - PKS	30-800-50130	84.99
COMMERCE CREDIT CARD SE	21078	05/07/2019	ALTRA AED LEASE PAYMENT-PKS	30-800-56500	70.00
COMMERCE CREDIT CARD SE	3104215	05/07/2019	AMAZON TONER CARTRIDGES - COURT	10-250-50700	38.95
COMMERCE CREDIT CARD SE	3413063	05/07/2019	AMAZON LIFT STATION BATTERIES - PW	20-700-50130	23.98
COMMERCE CREDIT CARD SE	2839402	05/07/2019	CAMP SUPPLIES/POOL	30-800-50140	36.72
COMMERCE CREDIT CARD SE	2839402	05/07/2019	AMAZON CAMP & POOL SUPPLIES-PKS	30-800-50177	63.57
COMMERCE CREDIT CARD SE	3345055	05/07/2019	AMAZON HYDRANT WRENCH-PKS	30-800-52000	31.35
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					1,028.39
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					1,028.39

Pending Expense Approval Report - 1

Post Dates: 05/01/2019 - 05/07/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: CON165 - CONCO QUARRIES, INC						
Vendor: CON165 - CONCO QUARRIES, INC						
CONCO QUARRIES, INC	404760	05/07/2019	5/8" ROCK - WATER	20-600-52500	49.98	
					Vendor CON165 - CONCO QUARRIES, INC Total:	49.98
					Vendor CON165 - CONCO QUARRIES, INC Total:	49.98
Vendor: BKM225 - DAVID BLAKEMORE						
Vendor: BKM225 - DAVID BLAKEMORE						
DAVID BLAKEMORE	050119	05/07/2019	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00	
DAVID BLAKEMORE	050119	05/07/2019	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00	
					Vendor BKM225 - DAVID BLAKEMORE Total:	50.00
					Vendor BKM225 - DAVID BLAKEMORE Total:	50.00
Vendor: EXP100 - EXPRESS PRESS						
Vendor: EXP100 - EXPRESS PRESS						
EXPRESS PRESS	38577	05/07/2019	SPORTS SHIRTS-PKS	30-800-50150	72.59	
EXPRESS PRESS	38604	05/07/2019	SPORTS SHIRTS-PKS	30-800-50150	70.32	
					Vendor EXP100 - EXPRESS PRESS Total:	142.91
					Vendor EXP100 - EXPRESS PRESS Total:	142.91
Vendor: FEL575 - FELLERS FOOD SERVICE EQUIP LL						
Vendor: FEL575 - FELLERS FOOD SERVICE EQUIP LL						
FELLERS FOOD SERVICE EQUIP	139679	05/07/2019	CONCESSIONS EQUIPMENT-P	30-800-50200	11.14	
FELLERS FOOD SERVICE EQUIP	139679	05/07/2019	CONCESSIONS EQUIPMENT-P	30-800-52000	305.95	
					Vendor FEL575 - FELLERS FOOD SERVICE EQUIP LL Total:	317.09
					Vendor FEL575 - FELLERS FOOD SERVICE EQUIP LL Total:	317.09
Vendor: FCE100 - FLAT CREEK EXCAVATING, LLC						
Vendor: FCE100 - FLAT CREEK EXCAVATING, LLC						
FLAT CREEK EXCAVATING, LLC	3	05/07/2019	SEWER PROJECT B EQ BASIN PAY ESTIMATE #3 - PW	20-700-95100	168,859.98	
					Vendor FCE100 - FLAT CREEK EXCAVATING, LLC Total:	168,859.98
					Vendor FCE100 - FLAT CREEK EXCAVATING, LLC Total:	168,859.98
Vendor: GNS100 - GNS						
Vendor: GNS100 - GNS						
GNS	GNS114804	05/07/2019	2 YEAR TREND MICRO SERVICE SOFTWARE- ALL DEP	10-100-57400	911.20	
					Vendor GNS100 - GNS Total:	911.20
					Vendor GNS100 - GNS Total:	911.20
Vendor: GCH100 - GREENE CO HEALTH DEPT						
Vendor: GCH100 - GREENE CO HEALTH DEPT						
GREENE CO HEALTH DEPT	APRIL2019	05/07/2019	APRIL IMPOUND FEES - LAW	10-200-56400	40.00	
GREENE CO HEALTH DEPT	FEB2019	05/07/2019	FEBRUARY IMPOUND FEES - LAW	10-200-56400	40.00	
GREENE CO HEALTH DEPT	JAN2019	05/07/2019	JANUARY IMPOUND FEES - LAW	10-200-56400	40.00	
					Vendor GCH100 - GREENE CO HEALTH DEPT Total:	120.00
					Vendor GCH100 - GREENE CO HEALTH DEPT Total:	120.00
Vendor: HDI100 - HAMILTON & DAD, INC.						
Vendor: HDI100 - HAMILTON & DAD, INC.						
HAMILTON & DAD, INC.	6	05/07/2019	SEWER PROJECT LABOR & SUPPLIES - PW	20-700-95100	48,358.34	
					Vendor HDI100 - HAMILTON & DAD, INC. Total:	48,358.34
					Vendor HDI100 - HAMILTON & DAD, INC. Total:	48,358.34
Vendor: MLF100 - MAILFINANCE						
Vendor: MLF100 - MAILFINANCE						
MAILFINANCE	N7708972	05/07/2019	JUNE - AUGUST FOLDING MACHINE LEASE - W/S	20-600-55850	330.71	

Pending Expense Approval Report - 1

Post Dates: 05/01/2019 - 05/07/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAILFINANCE	N7708972	05/07/2019	JUNE - AUGUST FOLDING MACHINE LEASE - W/S	20-700-55850	330.70
Vendor MLF100 - MAILFINANCE Total:					661.41
Vendor MLF100 - MAILFINANCE Total:					661.41
Vendor: MAR150 - MARMIC FIRE & SAFETY					
Vendor: MAR150 - MARMIC FIRE & SAFETY					
MARMIC FIRE & SAFETY	5201094-IN	05/07/2019	REC CENTER ANNUAL FIRE SAFETY INSPECTION - PKS	30-800-56500	183.15
MARMIC FIRE & SAFETY	5201097-IN	05/07/2019	CITY HALL ANNUAL FIRE SAFETY INSPECTION - PKS	10-100-56500	37.95
Vendor MAR150 - MARMIC FIRE & SAFETY Total:					221.10
Vendor MAR150 - MARMIC FIRE & SAFETY Total:					221.10
Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL					
Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL					
MISSOURI EMPLOYERS MUTU	300000289	05/07/2019	WORKMAN'S COMP INSURANCE - ALL DEPTS	10-16000	1,670.64
MISSOURI EMPLOYERS MUTU	300000289	05/07/2019	WORKMAN'S COMP INSURANCE - ALL DEPTS	20-16000	1,034.31
MISSOURI EMPLOYERS MUTU	300000289	05/07/2019	WORKMAN'S COMP INSURANCE - ALL DEPTS	30-16000	795.25
Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:					3,500.20
Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:					3,500.20
Vendor: MOC100 - MISSOURI ONE CALL SYSTEM, INC					
Vendor: MOC100 - MISSOURI ONE CALL SYSTEM, INC					
MISSOURI ONE CALL SYSTEM,	9040320	05/07/2019	LOCATE FEES - W/S	20-600-56400	123.50
MISSOURI ONE CALL SYSTEM,	9040320	05/07/2019	LOCATE FEES - W/S	20-700-56400	123.50
Vendor MOC100 - MISSOURI ONE CALL SYSTEM, INC Total:					247.00
Vendor MOC100 - MISSOURI ONE CALL SYSTEM, INC Total:					247.00
Vendor: MOC300 - MOCCFOA					
Vendor: MOC300 - MOCCFOA					
MOCCFOA	050119	05/07/2019	C HALVERSON & J ROWE MEMBERSHIP DUES - GEN	10-100-55800	50.00
Vendor MOC300 - MOCCFOA Total:					50.00
Vendor MOC300 - MOCCFOA Total:					50.00
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	2367-229237	05/07/2019	SPARK PLUG	30-800-71100	2.99
O'REILLY AUTOMOTIVE, INC	2367-229484	05/07/2019	TRUCK #5 LIGHT BULB- PW	20-600-71000	4.29
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					7.28
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					7.28
Vendor: OZA280 - OZARK GREENWAYS, INC					
Vendor: OZA280 - OZARK GREENWAYS, INC					
OZARK GREENWAYS, INC	MAY2019	05/07/2019	MAY RENT - W/S	20-600-57300	250.00
OZARK GREENWAYS, INC	MAY2019	05/07/2019	MAY RENT - W/S	20-700-57300	250.00
Vendor OZA280 - OZARK GREENWAYS, INC Total:					500.00
Vendor OZA280 - OZARK GREENWAYS, INC Total:					500.00
Vendor: REN390 - RENEGADE CHEMICALS LLC					
Vendor: REN390 - RENEGADE CHEMICALS LLC					
RENEGADE CHEMICALS LLC	26984	05/07/2019	MURIATIC ACID FOR POOL-PK	30-800-50000	305.00
Vendor REN390 - RENEGADE CHEMICALS LLC Total:					305.00
Vendor REN390 - RENEGADE CHEMICALS LLC Total:					305.00
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
SPRINGFIELD WINWATER WO	313685 00	05/07/2019	METER INSTALLATION SUPPLIES - PW	20-600-52500	177.12

Pending Expense Approval Report - 1

Post Dates: 05/01/2019 - 05/07/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPRINGFIELD WINWATER WO	313707 00	05/07/2019	SEWER PROJECT 21" PVC ELBOWS (x2) - PW	20-700-95100	2,072.00
SPRINGFIELD WINWATER WO	313842-00	05/07/2019	REPAIR PARTS - WATER	20-600-51000	60.53
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					2,309.65
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					2,309.65
Vendor: SWM500 - SWMOCCFOA					
Vendor: SWM500 - SWMOCCFOA					
SWMOCCFOA	2019	05/07/2019	C HALVERSON & J ROWE MEMBERSHIP DUES - GEN	10-100-55800	40.00
Vendor SWM500 - SWMOCCFOA Total:					40.00
Vendor SWM500 - SWMOCCFOA Total:					40.00
Vendor: TRH100 - TREVOR HOFFMAN					
Vendor: TRH100 - TREVOR HOFFMAN					
TREVOR HOFFMAN	3877666811	05/07/2019	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
TREVOR HOFFMAN	3877666811	05/07/2019	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor: VER100 - VERIZON WIRELESS					
Vendor: VER100 - VERIZON WIRELESS					
VERIZON WIRELESS	9828780082	05/07/2019	CELL PHONE SERVICE-LAW/P&D/W/S/PKS	10-200-61000	269.70
VERIZON WIRELESS	9828780082	05/07/2019	CELL PHONE SERVICE-LAW/P&D/W/S/PKS	10-400-61000	59.09
VERIZON WIRELESS	9828780082	05/07/2019	CELL PHONE SERVICE-LAW/P&D/W/S/PKS	20-600-61000	71.78
VERIZON WIRELESS	9828780082	05/07/2019	CELL PHONE SERVICE-LAW/P&D/W/S/PKS	20-700-61000	71.78
VERIZON WIRELESS	9828780082	05/07/2019	CELL PHONE SERVICE-LAW/P&D/W/S/PKS	30-800-61000	49.89
Vendor VER100 - VERIZON WIRELESS Total:					522.24
Vendor VER100 - VERIZON WIRELESS Total:					522.24
Vendor: BWP100 - WALDEN CHEMICAL d/b/a BLUE WATER POOLS					
Vendor: BWP100 - WALDEN CHEMICAL d/b/a BLUE WATER POOLS					
WALDEN CHEMICAL d/b/a BL	6981	05/07/2019	POOL CHEMICALS - PKS	30-800-50000	7,403.06
Vendor BWP100 - WALDEN CHEMICAL d/b/a BLUE WATER POOLS Total:					7,403.06
Vendor BWP100 - WALDEN CHEMICAL d/b/a BLUE WATER POOLS Total:					7,403.06
Vendor: WTV100 - WILLARD HOME CENTER LLC					
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	B114381	05/07/2019	SPRINKLER HEADS - SEWER	20-700-51000	79.90
WILLARD HOME CENTER LLC	A115485	05/07/2019	ANT & WASP SPRAY - SEWER	20-700-50130	8.98
WILLARD HOME CENTER LLC	B115160	05/07/2019	LAWN MOWER BLADE - LAW	10-200-52000	16.99
WILLARD HOME CENTER LLC	B115416	05/07/2019	UTILITY MARKING PAINT - W/	20-600-50130	150.96
WILLARD HOME CENTER LLC	B115416	05/07/2019	UTILITY MARKING PAINT - W/	20-700-50130	150.96
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					407.79
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					407.79
Grand Total:					239,422.55

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	3,935.05
20 - WATER AND SEWER FUND	225,082.79
30 - PARKS FUND	10,404.71
Grand Total:	239,422.55

Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	20.72
10-100-50700	OFFICE SUPPLIES-GCG	27.99
10-100-50750	POSTAGE-GCG	7.05
10-100-55800	DUES AND SUBSCRIPTIO	90.00
10-100-55850	EQUIPMENT RENTAL-GE	32.95
10-100-56500	SAFETY PROGRAM-GCG	37.95
10-100-57400	EQUIPMENT/SOFTWARE	911.20
10-16000	PREPAID INSURANCE-GC	1,670.64
10-200-50130	SUPPLIES-LAW	16.40
10-200-50750	POSTAGE-LAW	14.70
10-200-52000	SUPPLIES SMALL EQUIP	16.99
10-200-55850	EQUIPMENT RENTAL-LA	68.29
10-200-56400	PROFESSIONAL-LAW	120.00
10-200-56900	TRAVEL EXPENSE-LAW	32.00
10-200-61000	TELEPHONE-LAW	269.70
10-200-70000	VEHICLE EXPENSES FUEL	30.75
10-200-92500	UNIFORMS-LAW	214.99
10-250-50700	OFFICE EXPENSE	38.95
10-250-50750	POSTAGE-COURT	27.00
10-250-55850	EQUIPMENT RENTAL	5.49
10-300-50130	SUPPLIES-STREETS	135.00
10-300-92500	UNIFORMS-STREETS	65.96
10-400-50750	POSTAGE-P&D	15.75
10-400-55850	EQUIPMENT RENTAL-P&	5.49
10-400-61000	TELEPHONE-P&D	59.09
20-16000	PREPAID INSURANCE-W	1,034.31
20-600-50130	SUPPLIES-WATER	239.96
20-600-50700	OFFICE SUPPLIES-WATER	27.99
20-600-50750	POSTAGE-WATER	22.45
20-600-51000	REPAIRS AND MAINTEN	60.53
20-600-52500	METER REPLACEMENT-	227.10
20-600-55600	CONTRACT LABOR--WAT	162.85
20-600-55850	EQUIPMENT RENTAL-WA	363.66
20-600-56400	PROFESSIONAL-WATER	123.50
20-600-57300	RENT-WATER	250.00
20-600-61000	TELEPHONE WATER	121.78
20-600-71000	VEHICLE EXPENSE OTHE	4.29
20-600-92500	UNIFORMS-WATER	92.88
20-700-50130	SUPPLIES-SEWER	272.92
20-700-50700	OFFICE SUPPLIES-SEWER	27.99
20-700-50750	POSTAGE-SEWER	14.65
20-700-51000	REPAIRS AND MAINTEN	79.90
20-700-55850	EQUIPMENT RENTAL-SE	363.65
20-700-56400	PROFESSIONAL-SEWER	123.50
20-700-57300	RENT-SEWER	250.00
20-700-61000	TELEPHONE-SEWER	121.78
20-700-71000	VEHICLE EXPENSE OTHE	1,606.93
20-700-92500	UNIFORMS-SEWER	97.88
20-700-95100	CAPITAL ASSET EXP-SEW	219,392.29
30-16000	PREPAID INSURANCE-PK	795.25

Account Summary

Account Number	Account Name	Expense Amount
30-800-50000	CHEMICALS-PKS	7,708.06
30-800-50110	SUPPLIES - GROUNDS	18.95
30-800-50130	SUPPLIES GENERAL-PKS	120.83
30-800-50140	SUPPLIES-AQUATIC	46.70
30-800-50150	SUPPLIES-SPORTS SHIRT	142.91
30-800-50177	SUPPLIES-YOUTH CAMP	63.57
30-800-50200	CONCESSIONS-PKS	11.14
30-800-50550	CUSTODIAL SUPPLIES-PK	3.49
30-800-50700	OFFICE SUPPLIES-PKS	27.99
30-800-50750	POSTAGE-PKS	2.80
30-800-52000	SUPPLIES SMALL EQUIP	357.28
30-800-55200	ADVERTISING-PKS	130.00
30-800-55800	DUES AND SUBSCRIPTIO	358.00
30-800-55850	EQUIPMENT RENTAL-PK	68.28
30-800-56500	SAFETY PROGRAM-PKS	253.15
30-800-56950	TRAINING & EDUCATION	15.00
30-800-57400	EQUIPMENT/SOFTWARE	45.00
30-800-61000	TELEPHONE-PKS	49.89
30-800-71100	EQUIP REPAIRS/MAINT-P	58.34
30-800-92500	UNIFORMS-PKS	128.08
	Grand Total:	239,422.55

Project Account Summary

Project Account Key	Expense Amount
None	20,030.26
9510018	219,392.29
	Grand Total:
	239,422.55

**ECONOMIC
IMPACT**
AWARDS 2019

Received
5/3/19
by Amy Eggen

Congratulations! You or your company has been nominated for Springfield Business Journal's 2019 Business Advocate Award. We will present this award to an individual or an organization in recognition of efforts to support and advance the southwest Missouri business community.

Qualified persons or organizations must have a physical location or work in the SBJ coverage area, which includes a 50 mile radius of Springfield, and they must be able to clearly illustrate their efforts to improve the local economy. **The information below needs to be completed and returned to Springfield Business Journal no later than noon on May 3. Please submit six copies.**

2019 Business Advocate of the Year Application

Please answer on a separate sheet of paper

Individual or Company (circle one)

Name: City of Willard
Company Name: City of Willard
Address: 224 West Jackson
Telephone number: 417-742-5304
Fax number: 742-5333
Email address: ca@cityofwillard.org

If you have circled individual, please include a letter of recommendation and resume.

The Business Advocate of the Year nominees will be judged based on the answers to the questions below.

Please type the answers on a separate sheet and attach to this official entry form.

1. In what ways do you or your company/organization advocate on behalf of the local business community?

The City of Willard has taken a much more active role in the Willard Chamber of Commerce over the last two to three years. By providing additional support, the City has enabled growth of the membership, surfaced opportunities to benefit members (ex. MEWA insurance), and created new regional events to drive economic activity to local and regional businesses. Coming soon to the Chamber (summer 2019), the City (in partnership with Missouri State University) will provide the Chamber with an economic development and tourism plan.

2. What key issues is the focus of your advocacy efforts? Why?

From a transformational leadership approach, the most significant focus of Willard's advocacy is to communicate the impact of the Willard brand. With the local Willard School District being nearly 120 square miles, a Fire District of approximately 80 square miles, and a utility district of approximately 25 square miles, most do not realize how much of northwestern Greene County is occupied by what is the greater Willard region. As the City of Willard is located in the center of these large districts (and is the destination of a new four-lane highway being completed in late 2020), Willard is expected to grow and become the hub of northwestern Greene county over the next 20 years and is positioned to become a trusted partner to those living in Willard and the surrounding county.

ECONOMIC IMPACT

AWARDS 2019

3. Describe at least three specific accomplishments resulting from these advocacy efforts.

By far the most exciting accomplishment resulting from Willard's advocacy efforts is the overall positive engagement from citizens participating in the visioning and comprehensive planning processes. A clear sign of that engagement was demonstrated in the nearly 15% citizen participation rate that occurred during our comprehensive planning survey process.

Another key outcome of Willard's advocacy efforts and regional approach is the consensus built between the Fire District, School District, Chamber of Commerce, and City to focus on our region's core strengths and values of Family, Education, and Service. By focusing and communicating these values a number of positive social infrastructure-based activities have started to occur, including a) a 20-foot tall by 140-foot wide mural with the banner "Family, Education, Service"- to be completed June 2019 b) new regional community events like the Fall Festival, All Schools Parade, and the Veterans Day Parade and Hero's Run and c) a significant increase in the number of developer inquiries being fielded by City staff.

Finally, another key accomplishment of the regional approach and local advocacy efforts is the positive relationships and partnerships that enabled the growth of the physical infrastructure in our region over the last 2 years. For instance, by partnering with the Missouri Department of Transportation (MoDOT), Ozarks Transportation Organization (OTO), Liberty Utilities Company, Southwest Missouri Council of Governments (SMCOG), Ozark Greenways, Conco Quarries Company, Willard Chamber of Commerce, Missouri State University, Drury University, local residents and the other regional thought-partners; multiple projects have been completed (or will be completed prior to the end of 2020). While not an exhaustive list, some of the projects to reference include the four-lane highway expansion to Willard, ten miles of road resurfacing, the Miller Road expansion, new electrical substation, two sewer expansion projects, and thousands of feet of new sidewalk connecting multiple roads, parks, and neighborhoods to the Frisco Highline Trail.

4. In what ways do you and/or your company give back to the community?

As the City of Willard, it is our responsibility to serve the community in the traditional manner of any municipality. This includes services related to policing, utility management, parks and recreation, etc. However, the current Mayor and Board of Alderman are committed to providing more than traditional services. One piece of evidence demonstrating the City's leadership is the recent development known as Gauge Crossing. By supporting the developer in finding innovative ways to create a pocket neighborhood, all stakeholders were able to create an infill opportunity that was a benefit to the community and the developer. In addition, the Board is looking at other ways the community can shift traditional paradigms. An example of this is the Frisco Bike Shop. In this example the developers, the City of Willard, and the Ozark Greenways partnered to support an alternative building concept. This business, along with the mural (mentioned above), and the Gauge crossing pocket neighborhood, are just some examples of how Willard is focusing on infill and downtown revitalization.

ECONOMIC IMPACT AWARDS 2019

Application prepared by: Brad Gray Phone: 417-742-5304

Mail to: Springfield Business Journal PO Box 1365 Springfield MO 65801 or drop off at 313 Park Central West.
Applications must be received before noon on May 3. No e-mailed applications.

Remember to:

- Include six copies of the information. (x)
- Complete all of the information (x)
- Be sure application packet is no more than five pages in content. (x)
- Return completed application materials to SBJ no later than noon on May3. (x)
- No special paper, business cards, binders, or photos – they will be removed. (x)
- The information you have provided will be used by editorial staff for the EIA publication.

We ask that you provide us with a list of five key business partners that have played a role in your success. These partners may include your product supplier, accountant, attorney, banker, health care provider, commercial real estate agent, etc. This will not affect judging and is not required.

1. Contact name: Mr. Ken Scott
Company name: Chief, Willard Fire Protection District
Address: 240 N State Hwy Z
City: Willard
State: Mo ZIP Code: 65781
Telephone: 417-685-3114 Fax: NA
E-mail Kennethscott@willardfire.com

2. Contact name: Matt Harrison
Company name: Frisco Bike Shop
Address: 109 E Jackson St
City: Willard
State: Mo ZIP Code: 65781
Telephone: 417-861-5809 Fax: NA
E-mail cariharrison55@gmail.com

3. Contact name: Dr. Matt Teeter
Company name: Superintendent Willard Public Schools
Address: 500 E Kime St
City: Willard
State: Mo ZIP Code: 65781
Telephone: 417-742-2584 Fax: na
E-mail mattteeter@willardschools.net

4. Contact name: Mr. Chris Upp
Company name: Conco Quarries
Address: 902 S Quarry Road
City: Willard
State: Mo ZIP Code: 65781
Telephone: 417-742-2584 Fax: na
E-mail cupp@concocompanies.com

5. Contact name: Mr. Kendall Cook
Company name: Mid-Missouri Bank
Address: 306 Proctor Road
City: Willard
State: Mo ZIP Code: 65781
Telephone: 417-742-1300 Fax: 417-742-5295
E-mail kcook@midmobank.com

Public Works Report

April 2019

Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of the four wells and maintenance of the chlorine monitoring equipment and the well houses.
- Installed a new water service on Old Hickory Lane
- Repaired water leaks on Lester and Beam Streets
- Completed the 2018 Annual Water Quality Report (Consumer Confidence Report) and posted it to the City's website.
<http://www.cityofwillard.org/uploads/5/0/7/6/50762401/20190401075743.pdf>
- Replaced the Missions communication circuit board at Willard well #1
- Completed 152 utility locates.

Sewer

- Jetted the sewer lines in the Regional drainage basin in preparation for inspection.
- Inspected 3,219 ft of sewer lines in the Regional basin.
- Repaired a lateral connection at 119 Southview.
- Replaced a broken manhole frame on Perryman.

- **Lift Station 94 Status** – The project is 99% complete with only a few minor items remaining. The pumps have been operational since February 25, 2019, and the pump output is approximately 1,550 gallons/minute which is approximately 300 gallons/minute greater than we anticipated.

- **Lift Station B Flow Equalization Project Status** – The project is approximately 70% complete. The floor has been poured and the contractor is forming the walls. We anticipate completion of the basin and associated sewer lines in May.

Streets

- **Miller Road Widening Project Status** - Final plans are complete and have been approved by MoDOT. The project has been advertised for bids with bid opening set for May 9, 2019.

- Completed 81 Service Orders.

Equipment Usage and Repairs

April 2019

Equipment No.	Description	April 1 Miles/Hours	April 30 Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	65,549	66,798	1,249		\$ 23.73
2	2004 Chevy 1 Ton Dump	128,695	129,883	1,188		\$ 94.04
3	2003 Chevy 1 Ton Utility - Sewer	160,734	160,787	53		\$ 38.61
4	1998 Dodge 1/2 Ton FB	126,721	127,304	583		
5	2001 Chevy 1500	101,281	101,958	677		\$ 23.73
6	2000 Chevy 3/4 Ton FB	144,954	145,060	106		\$ 8.99
7	1993 Ford 1 Ton Utility - Water	92,753	93,026	273	\$7.63	\$ 7.60
	2005 International 3200 Dump	20,347	20,350	3		\$ 395.15
	2017 Chevy Silverado	15,800	16,437	637		\$ 23.73
	Water Van	382	382	-		
	1998 Chevy S-10	155,132	155,170	38		
	Case Backhoe	2,391	2,448	57		
	60XT Case Skid Steer	1,402	1,402	-		
	Kubota RTV 1100	774	780	6		
					\$7.63	\$ 615.58

Description of Repair/Service

- PD#1 2013 Dodge Charger (old #4)
- PD#2 2013 Dodge Charger
- PD#3 2013 Dodge Charger
- PD#4 2017 Ford Explorer
- PD#5
- PD#6 2013 Dodge Charger
- PD#7 2017 Ford Explorer
- PD#8 2008 Harley Davidson
Emergency Generator

oil, filter and rotate tires

Monthly Water Loss 2018

Current Month
4

Month	January	February	March	April	Annual Average	Annual
Amount of Gallons Pumped	23,403,600	24,192,800	21,612,900	24,497,200	23,426,625	93,706,500
Dollar Amount Sold	\$76,928.20	\$72,920.20	\$77,297.00	\$74,819.60	\$75,491.25	\$301,965.00
Gallons of Water Sold	15,629,000	14,068,000	15,905,000	14,861,000	15,115,750	60,463,000
Flushing	20,000	40,000	4,000	20,000	21,000	84,000
Leaks/Adjustments	14,667	169,783	28,000	79,750	73,050	292,200
City Usage (not billed)	31,000	28,000	32,000	24,000	28,750	115,000
Fire Department Usage	0	0	0	0	0	0
Tower Overflows	0	0	0	700,000	175,000	700,000
Residuals	45,000	45,000	45,000	45,000	45,000	180,000
Total Gallons Accounted For	15,739,667	14,350,783	16,014,000	15,729,750	30,917,100	61,834,200
% Water Loss	32.75%	40.68%	25.91%	35.79%	34.01%	
Amount of Water Lost	7,663,933	9,842,017	5,598,900	8,767,450	7,968,075	31,872,300
Willard North #1	1,508,600	1,638,400	1,484,700	2,025,600	1,664,325	6,657,300
Willard South #2	2,927,100	3,147,100	2,855,300	3,512,100	3,110,400	12,441,600
Meadows West #1	9,911,900	10,476,300	9,267,900	9,785,500	9,860,400	39,441,600
Meadows East #2	9,056,000	8,931,000	8,005,000	9,174,000	8,791,500	35,166,000
Total Water Pumped	23,403,600	24,192,800	21,612,900	24,497,200	23,426,625	93,706,500
City Commercial Irrigation	14	14	14	14	14	
City Commercial 1 SPF	127	125	125	127	126	
City Commercial 3 Water only	19	20	19	21	20	
City Residential Irrigation	2	2	2	2	2	
City Residential 1 SPF	1943	1943	1957	1956	1,950	
City Residential 3 Water Only	73	72	72	73	73	
Rural Irrigation	5	5	5	5	5	
Rural Residential 1 SPF	9	9	9	9	9	
Rural Residential 2 Lagoon	277	276	276	277	277	
Rural Residential 3 Water Only	853	852	853	854	853	
Rural Commercial 2 Lagoon	2	2	2	2	2	
Rural Commercial 3 Water only	12	12	12	12	12	
Rural Commercial 1 SPF	0	0	0	0	0	
Zero-Non Billed	10	10	11	11	11	
Number of Total Customers	3346	3342	3357	3363	3352	

WILLARD PWS

Public Water System ID Number: MO5010860

2018 Annual Water Quality Report (Consumer Confidence Report)

This report is intended to provide you with important information about your drinking water and the efforts made to provide a safe drinking water.

Attention!

Este informe contiene información muy importante. Tradúscalo o pregúntele a alguien que lo entienda bien.
[Translated: This report contains very important information. Translate or ask someone who understands this very well.]

What is the source of my water?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and groundwater wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Our water comes from the following source(s):

Source Name	Type
WELL # 1 MEADOWS 2454 N HWY AB	GROUND WATER
WELL # 2 MEADOWS 6401 W HWY EE	GROUND WATER
WELL # 1 109 N MAIN ST	GROUND WATER
WELL # 2 106 W WALNUT	GROUND WATER

Source Water Assessment

The Department of Natural Resources conducted a source water assessment to determine the susceptibility of our water source to potential contaminants. This process involved the establishment of source water area delineations for each well or surface water intake and then a contaminant inventory was performed within those delineated areas to assess potential threats to each source. Assessment maps and summary information sheets are available on the internet at <http://drinkingwater.missouri.edu/swip/swipmaps/pwssid.htm>. To access the maps for your water system you will need the State-assigned identification code, which is printed at the top of this report. The Source Water Inventory Project maps and information sheets provide a foundation upon which a more comprehensive source water protection plan can be developed.

Why are there contaminants in my water?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

Contaminants that may be present in source water include:

- A. **Microbial contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- B. **Inorganic contaminants**, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming.
- C. **Pesticides and herbicides**, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- D. **Organic chemical contaminants**, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- E. **Radioactive contaminants**, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the Department of Natural Resources prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Department of Health regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Is our water system meeting other rules that govern our operations?

The Missouri Department of Natural Resources regulates our water system and requires us to test our water on a regular basis to ensure its safety. Our system has been assigned the identification number MO5010860 for the purposes of tracking our test results. Last year, we tested for a variety of contaminants. The detectable results of these tests are on the following pages of this report. Any violations of state requirements or standards will be further explained later in this report.

How might I become actively involved?

If you would like to observe the decision-making process that affect drinking water quality or if you have any further questions about your drinking water report, please call us at **417-742-3033** to inquire about scheduled meetings or contact persons.

Do I need to take any special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

Terms and Abbreviations

- Population:** 8312. This is the equivalent residential population served including non-bill paying customers.
- 90th percentile:** For Lead and Copper testing, 10% of test results are above this level and 90% are below this level.
- AL:** Action Level, or the concentration of a contaminant which, when exceeded, triggers treatment or other requirements which a water system must follow.
- HAAS:** Haloacetic Acids (mono-, di- and tri-chloroacetic acid, and mono- and di-bromoacetic acid) as a group.
- LRAA:** Locational Running Annual Average, or the locational average of sample analytical results for samples taken during the previous four calendar quarters.
- MCLG:** Maximum Contaminant Level Goal, or the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- MCL:** Maximum Contaminant Level, or the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- n/a:** not applicable.
- nd:** not detectable at testing limits.
- NTU:** Nephelometric Turbidity Unit, used to measure cloudiness in drinking water.
- ppb:** parts per billion or micrograms per liter.
- ppm:** parts per million or milligrams per liter.
- RAA:** Running Annual Average, or the average of sample analytical results for samples taken during the previous four calendar quarters.
- Range of Results:** Shows the lowest and highest levels found during a testing period, if only one sample was taken, then this number equals the Highest Test Result or Highest Value.
- SMCL:** Secondary Maximum Contaminant Level, or the secondary standards that are non-enforceable guidelines for contaminants and may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor or color) in drinking water. EPA recommends these standards but does not require water systems to comply.
- TT:** Treatment Technique, or a required process intended to reduce the level of a contaminant in drinking water.
- THM:** Total Trihalomethanes (chloroform, bromodichloromethane, dibromochloromethane, and bromoform) as a group.



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

WILLARD PWS
Public Water System ID Number: MO5010860
2018 Annual Water Quality Report
(Consumer Confidence Report)
Contaminants Report

WILLARD PWS will provide a printed hard copy of the CCR upon request. To request a copy of this report to be mailed, please call us at **417-742-3033**. The CCR can also be found on the internet at www.dnr.mo.gov/ccr/MO5010860.pdf.

The state has reduced monitoring requirements for certain contaminants to less often than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Records with a sample year more than one year old are still considered representative. No data older than 5 years need be included. If more than one sample is collected during the monitoring period, the Range of Sampled Results will show the lowest and highest tested results. The Highest Test Result, Highest LRAA, or Highest Value must be below the maximum contaminant level (MCL) or the contaminant has exceeded the level of health based standards and a violation is issued to the water system.

Regulated Contaminants

Regulated Contaminants	Collection Date	Highest Test Result	Range of Sampled Result(s) (low - high)	Unit	MCL	MCLG	Typical Source
BARIUM	4/26/2016	0.0897	0.0512 - 0.0897	ppm	2	2	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
CHROMIUM	4/26/2016	2.74	2.26 - 2.74	ppb	100	100	Discharge from steel and pulp mills

Disinfection Byproducts	Sample Point	Monitoring Period	Highest LRAA	Range of Sampled Result(s) (low - high)	Unit	MCL	MCLG	Typical Source
(HAA5)	DBPDUAL-01	2018	0	0 - 0	ppb	60	0	Byproduct of drinking water disinfection
THM	DBPDUAL-01	2018	0	0 - 0	ppb	80	0	Byproduct of drinking water disinfection

Lead and Copper	Date	90th Percentile: 90% of your water utility levels were less than	Range of Sampled Results (low - high)	Unit	AL	Sites Over AL	Typical Source
COPPER	2016 - 2018	0.0568	0.00361 - 0.0722	ppm	1.3	0	Corrosion of household plumbing systems
LEAD	2016 - 2018	1.35	1.35 - 4.45	ppb	15	0	Corrosion of household plumbing systems

Radionuclides	Collection Date	Highest Value	Range of Sampled Result(s)	Unit	MCL	MCLG	Typical Source
COMBINED RADIUM (-226 & -228)	1/26/2015	1.2	0 - 1.2	pCi/l	5		Erosion of natural deposits
GROSS ALPHA PARTICLE ACTIVITY	1/26/2015	3.4	0 - 3.4	pCi/l			Erosion of natural deposits
RADIUM-226	1/26/2015	1.2	0 - 1.2	pCi/l	5	0	

Violations and Health Effects Information

During the 2018 calendar year, we had the below noted violation(s) of drinking water regulations.

Compliance Period	Analyte	Type
No Violations Occurred In the Calendar Year of 2018		

Additional Required Health Effects Language:

Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer.

Special Lead and Copper Notice:

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. WILLARD PWS is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (800-426-4791) or at <http://www.epa.gov/drink/info/lead/index.cfm>.

You can also find sample results for all contaminants from both past and present compliance monitoring online at the Missouri DNR Drinking Water Watch website <http://dnr.mo.gov/DWW/indexSearchDNR.jsp>. To find Lead and Copper results for your system, type your water system name in the box titled Water System Name and select Find Water Systems at the bottom of the page. The new screen will show you the water system name and number, select and click the Water System Number. At the top of the next page, under the Help column find, Other Chemical Results by Analyte, select and click on it. Scroll down alphabetically to Lead and click the blue Analyte Code (1030). The Lead and Copper locations will be displayed under the heading Sample Comments. Scroll to find your location and click on the Sample No. for the results. If your house was selected by the water system and you assisted in taking a Lead and Copper sample from your home but cannot find your location in the list, please contact WILLARD PWS for your results.

WILLARD PWS
 Public Water System ID Number: MO5010860
2018 Annual Water Quality Report
(Consumer Confidence Report)

Optional Monitoring (not required by EPA)
Optional Contaminants

Monitoring is not required for optional contaminants.

Secondary Contaminants	Collection Date	Your Water System Highest Sampled Result	Range of Sampled Result(s) (low - high)	Unit	SMCL
ALKALINITY, CaCO ₃ STABILITY	4/26/2016	317	173 - 317	MG/L	
CALCIUM	4/26/2016	34.7	31.2 - 34.7	MG/L	
CHLORIDE	4/26/2016	6.71	0 - 6.71	MG/L	250
HARDNESS, CARBONATE	4/26/2016	155	137 - 155	MG/L	
IRON	4/26/2016	0.0151	0 - 0.0151	MG/L	0.3
MAGNESIUM	4/26/2016	16.6	14.4 - 16.6	MG/L	
MANGANESE	4/26/2016	0.00184	0 - 0.00184	MG/L	0.05
PH	4/26/2016	7.9	7.7 - 7.9	PH	8.5
POTASSIUM	4/26/2016	1.23	1.14 - 1.23	MG/L	
SODIUM	4/26/2016	1.98	0 - 1.98	MG/L	
SULFATE	4/26/2016	14.5	13.5 - 14.5	MG/L	250
TDS	4/26/2016	168	152 - 168	MG/L	500
ZINC	4/26/2016	0.0146	0.00714 - 0.0146	MG/L	5

Secondary standards are non-enforceable guidelines for contaminants that may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor or color) in drinking water. EPA recommends these standards but does not require water systems to comply.

Parks and Recreation - Director's Report – May 2019

Department Tasks

Budget planning-

We have begun the 5-year budget cycle with the finance department. We have added approximately \$20,000 per year for equipment upgrades and replacement. This number is likely higher than will be necessary (most years), however may fall short in some. Our HVAC units at the Recreation Center are nearing end of service life, and estimated repair costs range from \$13,000 for each of the (2) smaller units, to \$20,000 for the larger gym units. We have also begun planning for the replacement of pool pump components. Each of these items should be included in a comprehensive maintenance and upgrades plan, as well as items like replacement or repair of roofing, buildings, upgrades to Park infrastructure, and new playgrounds or facilities at various park sites.

Event/Program Planning

Freedom Fest planning is well underway, with a large portion of the vendors secured for the event. We will probably experience a dip in vendor participation this year due to the venue change, but hopefully we can see a rebound with a focused outreach to other area vendors. We are working on a partnership with the Lodge for a joint marketing plan for the car show and vendor event; hopefully the cross promotion of the two events will increase attendance for both events. New marketing position is really hitting the ground running with outreach for sponsorships, vendors, and looking for partnership opportunities.

Program and Sports planning are proceeding well, we are planning to reach out to area "competing" programs to see if there is partnership opportunity to increase participation across both groups.

2019 Capital Improvement Projects

The Rec Center Landscaping project is progressing nicely, we are awaiting the arrival of plants to add final touches. The Completion of the fountain will tie everything together nicely.

Repairs to the Rec Center Roof will need to be rebid, most bids stated a 30 day price, repairs price will range from \$2,000 for a fix similar to previous repairs with no warranty, to \$14,000 for a patch and seal repair with a twelve year warranty.

Repairs have been made to the lower section of the small gym upper walls. The fix is effective but is less attractive than ideal. We can proceed to the large gym with a similar fix, or can continue researching.

Material has been ordered to replenish fall zone material at Rec Center Playground. Baseball Storage/Additional Storage at Rec Center: Pricing for similarly sized storage units is app. \$2500. I have put off ordering the buildings because I have not had staff time to assemble product.

Soccer Gate project is complete

Camp Sites @ Highline are in progress, again, staff time and ground conditions are the main delay.

New Maintenance/Weather Events

The pole barn has lost a portion of its roof, (about 25%, some structure damage to roof) and we lost several trees. A couple of trees were at Jackson (both were redbuds) but the majority were at soccer and were not good trees. Bid process/insurance has been started.

I am currently seeking bids to either or replace it a broken AC unit. It is nearing 18 years old. We will have to decide if we would like to repair it (cost dependent on amount of refrigerant required) or replace it. I am seeking bids for both options. Repair could get us a year or two, but 15-18 years seems to be the industry life expectancy.

The baseball concession stand was vandalized, and the main door had to be replaced.

The Main Circulation pump at the pool has been constantly tripping its breaker, and we have had a repairman out to service it.

Parks and Recreation - Director's Report – May 2019

Upcoming Programs / Events

Soccer and Volleyball: Soccer: 164 Volleyball: 84

Baseball: 183

Spring registration numbers for Soccer are down, Volleyball numbers are up. Staff believes the lower numbers are caused by competing programs. Baseball numbers are about the same.

Spring Break Camp: 31

Ongoing Programs

Youth dance has been one of our most successful programs, senior exercise programs have shown some growth as well. The senior Wednesday lunch is showing a decrease in numbers; we are working on promoting more effectively. Adult Fitness programs (Fitness: Zumba, Tiger Tone, Cardio Blast) fluctuate, with Zumba being the most successful by far.

Facility Rentals: Community Building, Pavilion, and Aquatic Center rentals are seeing a seasonal uptick



Willard Police Department
April 2019 - Monthly Statistical Report



Administration	Officer	Case #'s
Tom McClain, Chief	1601	5
Shannon Shipley, Lt.	1602	23
	Total	28

Squad #1	1603	Robert Bell, Cpl. / FTO	51	Squad #2	1604	Steve Purdy, Cpl. Investigator	55
	1607	Joe Duran, Officer	84		1605	Billie Jo Deckard, Officer	79
	1608	Andrew Stone, Officer	47		1606	Shawn Garner, Officer	78
	1610	Scott Rowe, Officer	93		1609	Dakota Radford, Officer	8
	Total		275		Total		220

Reserves	Officer	Officer Names	Case #'s	Hours
	1630	Clint Heimbach, SRO	7	
	1631	Cindy Garton, SRO	4	
	1641	Brian Gordon, Reserve	0	
	1642	JD Landon, Reserve		14
	1645	Brian Hinkle, Reserve	1	8
	1646	Andrew Hunt, Reserve		
		Glenn Cozzens, Reserve, Trainer		
		Tim Wheeler, Reserve		7
	Total		12	
Total Incidents for the month...			535	29

Incident Statistics

Felony	11	HBO (Handled by Officers)	423
Misdemeanor	34	Use of Force	0
Infraction	238	Dog at Large	5
Other (Services)	252	Neglect 1 / Abuse 0 / Bite 1	

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2013	99,600	600	20	30	\$0.00	\$206.96
WPD-02 2013	123,093	2,554	50	51	\$533.50	\$1,318.69
WPD-03 2013	126,523	1,432	22	65	\$1,087.58	\$1,092.37
WPD-04 2018 Exp	15,729	1,805	25	72	\$0.00	\$0.00
WPD-06 2013	105,649	1,358	17	80	\$594.96	\$1,264.96
WPD-07 2017 Exp	9,830	343	19	18	\$0.00	\$0.00
WPD-08 M	5,577	0	0	0	\$0.00	\$0.00

Vehicle Maintenance Details

WPD-01:	WPD-04:
WPD-02: \$533.50 Tires & Service	WPD-05:
WPD-03: \$1,087.58 Radiator parts & labor	WPD-06: \$594.96 Water Pump

Misc. Dept. Info:

- Largest DARE graduation in Willard history occurred April 9 at 6:30pm, Willard Intermediate School, 248 Graduates
- New 2019 Dodge Charger (6 Cylinder) scheduled for delivery in early June

Planning and Development Report
May 13, 2019

Ongoing Projects-

HWY 160 Improvements- Staff has confirmed a mid May bid letting with a July start date.

ATM Commercial Subdivision Phase 2 Gauge Crossing Subdivision- Staff is waiting on the developer to submit a storm water engineering report to verify the improvements needed to satisfy the requirements in the Willard Municipal Code.

Capacity Improvements – Contract # 1- The engineers and staff have walked thru the project twice in the last month and observed cleanup and the areas of concern where the grass hasn't re-established as well as in other areas. Staff has agreed to pay application #6 in the amount of \$48,358.34. This will reduce the retainage amount to \$10,000.00 which is sufficient to cover any remaining reseeding associated with the cleanup and close out of the project.

Lift Station B- The contractor has completed the third pour (1/2 of the wall) and will be tying steel in place and setting the other half of wall forms.

Longview Subdivision- Staff has issued twenty (20) building permits in the development. The developer has several homes under contract. Two homes have been closed on and several more are nearing completion.

First Baptist Church- Inside and outside work continues on the building. Some sidewalk has been poured and grading on the parking lot has started.

Transportation Alternative Program Sidewalk Grant – Staff has submitted the fully executed contract to MO DOT and we are now waiting on notice to proceed.

North Brook Apartments- Staff has denied the building permit application for lot #5 (24 unit apartment) based on our consultants review. Staff has met with the developer and discussed the issues and we are now waiting on plans for a replat request from the developer.

Robertson Estates- Staff has spoken to a couple of developers who are interested in developing the remainder of the property into a residential planned development.

Floodplain Map Meeting – Staff has coordinated a meeting with Greene County staff and SEMA to present the proposed FEMA FLOODPLAIN Maps to the public. The meeting will be at the Willard Community Building on Thursday June 8th 2019 at 6:00pm- 8:00pm. The Cities of Ash Grove and Walnut Grove will be present as well.

Liberty Utilities/Empire Electric- Work continues around town – Poles have been set and the contractor has started pulling wire.

Staff is working with CJW on the F.O.G. program

Staff continues to assist other departments as needed.

Staff currently has twenty-six (23) R-1 building permits open.
Planning Assistant- Please find the attached monthly update from Abby.

If you have any questions please contact me at City Hall or develop@cityofwillard.org
Randy Brown, Director of Development

Planning and Development:

17 permits were issued this month, total fees collected is \$4,121.25. Estimated value of work being done is \$256,600.

2 Accessory Structures

1 Deck

4 Fences

2 Firework tents

1 New Residential

2 Pools

2 Roofs

1 On site septic system

1 Temp Use (Shaved Ice Vendor)

1 Extension

Permits issued for the year: 54

Total Fees collected: \$29,009.85

Total value of work: \$1,399,800

There was a meeting held by the American Planners Association regarding the medical marijuana being added to the municipal code. Information will be brought to the Board at a later date.

Mapping:

Preliminary floodplain maps are being reviewed and contrasting maps are being created for the open house in June.

Maps were made for a meeting with Springfield Business Journal, a water connection request, and SMCOG.

Mapping data was provided to SMCOG this month for finalizing their maps for the comprehensive plan, the state of Missouri to provide our municipal boundaries, and the Department of Natural Resources to help them determine who is connected to the Willard water system, and which properties potentially have wells.

Prosecuting Clerk:

376 Open cases without dispositions

192 Open cases with dispositions, still pending payments

137 Probation cases

25 Deferred cases

The class provider list is being updated, to include approved online courses through 3rd Millennium for marijuana use, shoplifting, and underage possession of tobacco.

CITY CLERK: (Informational only) APRIL 2019

- ~Issued 4 Business Licenses
- ~Assisted other departments with grant paperwork and research.
- ~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDF, Traffic Committee and Tree Board.
- ~Updated website with new information.
- ~Assisted with gathering and writing articles for the Newsletter.
- ~Maintained updated "streetlight outage" list and ensured Empire was notified.
- ~Handled citizen complaints and directed to the appropriate department heads.
- ~Completed work on bids and published accordingly.
- ~Attended Comprehensive Planning Committee Meetings.
- ~Attended Clerks training in Carterville. Sworn in as Secretary of SWMO CCFOA.
- ~Submitted application for MRCC (Missouri Registered City Clerk) Certification. Awaiting notice.
- ~Assisted with Proclamations and advertising for Arbor Day Celebration.
- ~Completed binder of information for newly elected officials. Swore in new Aldermen/Mayor.

EMERGENCY MANAGEMENT: (Informational only) APRIL 2019

- ~Awarded 2019 EMPG Grant. First Status Report submitted and approved.
- ~Ordered radios to maintain connection with County upgrade.
- ~Worked Tornado storms April 30th.
- ~Attended Mitigation Planning Meeting with Greene County.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>	Municipality: Willard Municipal Court	Reporting Period: Apr 1, 2019 - Apr 30, 2019
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781		
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781		County: Greene County
Telephone Number:		Fax Number:
Prepared by: JESSICA TRUITT		E-mail Address:
Municipal Judge: Kristoffer Barefield		

<u>II. MONTHLY CASELOAD INFORMATION</u>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	11	292	120
B. Cases (citations/informations) filed	2	45	14
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	29	7
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	14	2
6. dismissed by court	0	0	0
7. <i>nolle prosequi</i>	0	2	3
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	1	45	12
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	12	292	122
E. Trial de Novo and/or appeal applications filed	0	0	0

<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>	<u>IV. PARKING TICKETS</u>
1. # Issued during reporting period	32
2. # Served/withdrawn during reporting period	24
3. # Outstanding at end of reporting period	368
1. # Issued during period	0
<input checked="" type="checkbox"/> Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Willard Municipal Court	Reporting Period: Apr 1, 2019 - Apr 30, 2019
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$3,495.50	Court Automation	\$406.00
Clerk Fee - Excess Revenue	\$396.00	Judicial Facility Srchg CT31	\$600.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$13.32	Law Enf Arrest-Local	\$287.39
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$1,293.39
Total Excess Revenue	\$3,904.82	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$6,981.89
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$13.83
Fines - Other	\$712.50	Total Disbursements	\$6,995.72
Clerk Fee - Other	\$242.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$58.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$58.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$413.54		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$8.14		
Law Enforcement Training (LET) Fund surcharge	\$117.50		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$174.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$1,783.68		

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



AGENDA ITEM #8

Ordinance accepting the contract with Thrillfall for Live Entertainment at Freedom Fest. (1st & 2nd Read) Discussion/Vote.

Sponsored by the Parks Director.

First Reading: 05/13/2019

Second Reading: 05/13/2019

Council Bill No.: 19- 18

Ordinance No.: 190513A

AN ORDINANCE

accepting the proposal of Thrillfall to provide live entertainment for the City of Willard, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard.

WHEREAS, the City of Willard has selected Thrillfall to provide services as itemized in detail in Exhibit "A" as attached hereto;

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Thrillfall to provide the services described in Exhibit "A."

Section 2: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____ 2019.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ CLARK MCENTIRE	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____

First Reading: 05/13/2019

Second Reading: 05-13-19

Council Bill No.: 19-18

Ordinance No.: 190513A

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

JON JONES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

JON JONES

THIS AGREEMENT is entered into this 15 day of May, 2019 by and between the Performance Group ("PG") and Buyer identified below (collectively, the "Parties").
 IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages PG to provide a Performance upon the following terms:

1) **Performance Group.**

2) **Performance Group Contact/Authorized Agent.**

Name	William SHANE JENNINGS
Address	PO Box 296
City	Hueley MO 65675
Phone	417-299-2793
Other Contact (cell, fax, e-mail)	

3) **Buyer Name and Address.**

Willard Freedom Fest
 Contact: Jason Knight 417-840-6428

4) **Place of Performance.** _Willard Jackson Street Park (222 W Jackson St, Willard MO)

5) **Date of Performance.** Saturday, June 29, 2019

6) **Time of Performance.** 6:30/7pm - 11pm* breaks included along with fireworks display from appx. 10:00-10:30pm

7) **Breaks.** Up to but not exceeding 15 min per hour (as determined by PG).

8) **Performance Fee.** Buyer shall pay a Performance Fee of ___\$2500___, paid as follows:

A. A Deposit of _____0_____ upon execution of this Agreement.

B. The Balance of _____\$2500_____ paid in full *at load in, prior to the Performance**

***Checks made payable to:** W SHANE JENNINGS

9) **Promotion.** N/A

10) **Insurance.** Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of PG at the Place of Performance.

11) **Accommodations.** Buyer shall provide each member of PG with:

1. Reasonable amounts of free water during the Performance
2. Performance area measuring at minimum 16 x 20
3. Electrical requirements: 4 – 20 amp circuits
4. Parking accommodations for easily accessible load in/out

___N/A___ Tickets to the Performance.

Lodging _____ N/A _____.

Transportation _____ N/A _____.

12) **Cancellation.** If Buyer cancels the Performance less than 8 weeks before the Date of Performance, Buyer shall pay PG, by the Performance Date, the above-identified Balance, as liquidated damages. The obligation of PG to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond the control of PG.

13) **Merchandise.** PG shall retain 100% of profits from merchandise sold at the event.

14) **General.** This Agreement will be governed and construed in accordance with the laws of the State of Missouri. This Agreement constitutes the entire Agreement between the Parties.

15) **Additional Provisions.**

Sound/PA system will be provided all day starting at 12:00pm.

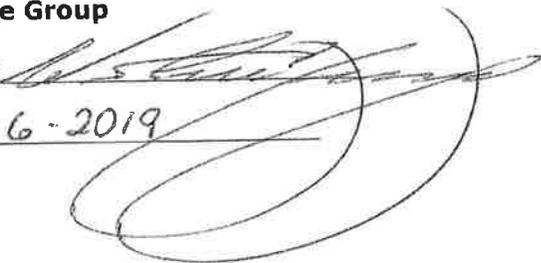
I have read and agree to all terms as written in this Agreement.

Buyer

By _____

Date _____

Performance Group

By (Thrillfall) 

Date May 6 - 2019

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



AGENDA ITEM #10

Ordinance accepting the Intergovernmental Agreement with Greene County for Paving. (1st & 2nd Read) Discussion/Vote.

Sponsored by the Public Works Director.

First Reading: 05/13/19

Second Reading: 05/13/19

Council Bill No.: 19-21

Ordinance No.: 190513B

AN ORDINANCE

An Ordinance accepting the agreement between the City of Willard and the County of Greene to provide paving for the City of Willard.

WHEREAS, Section 70.220, RSMo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, the City maintains certain streets within its municipal boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt overlay services with the County; and

WHEREAS, County is aggregable to providing to the City certain street overlay services by and through its contractor, Leo Journagan Construction, upon the same terms and conditions of its agreement with said contractor; and

WHEREAS, Contractor is agreeable to performing such work on said terms and conditions.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen authorizes the Mayor, on behalf of the City of Willard, to execute the agreement between the City of Willard and the County of Greene to provide paving for the City of Willard as described in Exhibit "A" of said agreement. A copy which is attached hereto and incorporated by reference as Exhibit "A".

Section 2. This ordinance shall be in full force and effect from and after passage.

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____ 2019.

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

CLARK MCENTIRE _____ _____ _____

SAMUEL SNIDER _____ _____ _____

First Reading: 05/13/19

Second Reading: 05/13/19

Council Bill No.: 19-21

Ordinance No.: 190513B

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

JON JONES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

JON JONES

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, between the **City of Willard** (hereinafter referred to as "City") and **Greene County, Missouri** (hereinafter referred to as "County").

WHEREAS, Section 70.220, R.S.Mo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, City maintains public streets within its incorporated boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt overlay services with the County; and

WHEREAS, County is agreeable to providing to the City certain street overlay services by and through its contractor, Leo Journagan Construction, upon the same terms and conditions of its agreement with said contractor; and

WHEREAS, contractor is agreeable to performing such work on said terms and conditions.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. County agrees, by and through its contractor, Leo Journagan Construction, to provide street overlay improvements for City during the year 2019, at the street locations and at the unit prices set forth in Exhibit "B" attached hereto and incorporated by reference. Labor and materials provided and terms and conditions of work performed shall be in accordance with the Specifications document attached hereto as Exhibit "A", which is incorporated herein by reference.

2. County shall pay its contractor for the costs of the overlay improvements performed for the City in accordance with the unit prices set forth in Exhibit "B", and City shall reimburse County for such payments within fifteen (15) days after receipt of the invoice from the County and evidence of payment by the County to the contractor. Inspection for all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to the compliance of such work with the work specifications. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "B" collected weekly and submitted by the contractor to the County.

3. The City acknowledges and agrees that to keep asphalt prices at a minimum, the timing of the paving in the City will be dependent on both the schedule of the County in paving roads in the area and the schedule of the contractor. Typically, as the County is paving Farm Roads in the vicinity of the City, the contractor will pave the City's roads at that time. Requests for paving at a specific time will be considered by the County, but may not be possible.

4. Indemnification. To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its County Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person, including personal injury or death, for any matter relating to or arising out of the County's performance of its obligations under this Agreement.

5. No Waiver. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by federal and state constitution or law.

6. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of this Agreement shall be effective unless it is in writing and it signed by a representative authorized by City Ordinance or County Order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

GREENE COUNTY HIGHWAY DEPARTMENT

By: _____
Administrator

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner 1st District

By: _____
Commissioner 2nd District

ATTEST:

By: _____
Greene County Clerk

APPROVED AS TO FORM:

By: _____
Greene County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

By: _____
Auditor Certification Date

CITY OF WILLARD, MISSOURI

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit

A



OFFICE OF THE PURCHASING DIRECTOR
933 N. ROBBERSON AVE., SPRINGFIELD, MO 65802

ROBERT CIRTIN
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1st DISTRICT

LINCOLN P. HOUGH
COMMISSIONER, 2nd DISTRICT

RFB NO: 17-10567
TITLE: BP-2 Plant Mix Bituminous
Pavement

CONTACT: Melissa Denney, Purchasing Coordinator
PHONE: (417)868-4013

ISSUE DATE: 02/15/2017

E-MAIL: MDenney@greencountymo.gov

CONTRACT NO: 17- 823 (assigned by Purchasing)

RETURN BID NO LATER THAN: 03/09/2017 at 2:30 P.M. (Central Standard Time)
RETURN BID TO: GREENE COUNTY HIGHWAY DEPARTMENT
2065 NORTH CLIFTON, BUILDING A
SPRINGFIELD, MISSOURI 65803

SUBMITTAL INSTRUCTIONS: Print the RFB Number and Due Date on the outside of the package and return this entire document (pages 1-33), with the bid submittal. Sealed bids must be received at the Highway Department by the return date and time. No bid transmitted by fax machine or e-mail will be accepted.

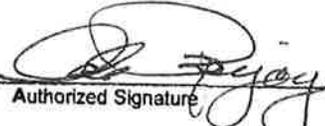
CONTRACT TERM: It is anticipated that the contract shall commence on or about March 31, 2017 for a one (1) year term, with options to renew at both parties' discretion, up to two (2) additional one (1) year periods.

DELIVER GOODS/SERVICES FOB (Free on Board)
DESTINATION TO THE FOLLOWING ADDRESS:

Greene County Highway Department
2065 N. Clifton
Springfield, Missouri 65803

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Greene County Purchasing Department or when a Agreement for Contract Services is certified by the Greene County Auditor, a binding contract shall exist between the bidder and the County of Greene, State of Missouri.

SIGNATURE REQUIRED

<p>Business Name <u>LEO JOURNAGAN CONSTRUCTION CO., INC</u> <u>3003 E. CHESTNUT EXPWY., SUITE 1200</u> <u>SPRINGFIELD, MO 65802 (417) 869-7222</u> <u>FAX # (417) 869-7421</u></p> <p>Street Address _____</p> <p>City, State, Zip Code _____</p> <p>Phone Number _____</p> <p><u>44-0657891</u> Federal Tax ID Number</p>	<p> Authorized Signature</p> <p><u>DALE POPEJOY, VICE-PRESIDENT-PAVING</u> Printed Name</p> <p>_____ Title</p> <p><u>3-9-17</u> Date</p> <p><u>dpopejoy@journagan.com</u> E-Mail Address</p>
---	--

RFB Organization

This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- General Information and Instructions to Bidders
- Bid Specifications
- Scope of Services
- Financial Terms
- Pricing Form
- Contractor References, Bid Submission Checklist
- Agreement for Contract Services
- Contractual Requirements
- Attachments I, II, III, and IV
- Terms and Conditions

Introduction and General Information

PURPOSE: This document constitutes an invitation for sealed bids from prospective bidders for the purchase of **BP-2 Plant Mix Bituminous Pavement** for the Greene County Highway Department, 2065 N. Clifton, Springfield, MO 65803..

AWARD OF CONTRACT: Owner reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the Owner, and to reject all other bids. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated. The successful bidder, as contractor, will be required to execute the contract agreement included in these documents.

CONTRACT TERM: It is anticipated that the contract shall commence on or about March 31, 2017 for a one (1) year term, with options to renew at Greene County's discretion, up to two (2) additional one (1) year periods. In the event the Contractor desires not to renew for subsequent contract periods, the Contractor shall notify the County in writing no later than sixty (60) days prior to the contract expiration date.

PRICING INFORMATION: Pricing shall remain firm for a minimum of one (1) year. Cost increases may be negotiated at the time of renewal, but will be subject to approval of the Purchasing Director. Increases will be considered only when the Contractor can show that his operating costs have increased. The contractor shall provide written notification of acceptance or rejection of the extension of this contract. The County will consider price adjustments in the case significant price increases of raw materials at the discretion of the County Highway Administrator.

PROPOSAL GUARANTEE AND BONDS: Submit a bid security, with the bid form, payable to the Owner, in the amount of 5% of the bid sum. Submit a bid security in the form of certified check, cashier's check, or bid bond issued by a Surety licensed to conduct business in the state in which the project is being constructed.

If, within ten (10) days after the notice of acceptance of his/her bid, the bidder refuses to enter into a contract or fails to furnish bonds, as described in these instructions to bidders, for the faithful performance of the contract and payment of obligations arising thereunder, the amount of the bid security shall be forfeited to the owner as liquidated damages, not as a penalty. The Owner reserves the right to retain the security of the next two (2) lowest Bidders until the execution of the Agreement or until thirty (30) days after Bid opening date, whichever is shorter. Other bid securities will be returned. Bids without the above referenced Bid Security will not be considered. If any Bidder refuses to enter into Agreement, the Bid Security will be retained as liquidated damages, but not as a penalty.

RATES OF WAGES: When applicable, the contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order #23 is to be used.** 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. Copies can be obtained by contacting the Greene County Purchasing Department.

The contractor will forfeit a penalty to Greene County of one hundred dollars a day (or portion of the day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (section 290.250).

PAYROLL RECORDS: You should be receiving payroll records from each contractor and subcontractor periodically and you must provide those records with your Affidavit of compliance with the prevailing wage law, and the Affidavits of compliance with the prevailing wage law from each subcontractor upon completion of the project and prior to final payment.

While we are not requiring payroll records from each subcontractor, we suggest each draw request should be accompanied by yours and each subcontractor's payroll records.

TOBACCO-FREE CAMPUS: Effective January 1, 2008 Tobacco use will be strictly prohibited within the entire campus of Greene County and all Greene County vehicles. This includes the prohibition of smoking in privately-owned vehicles parked on county property. This policy applies to all employees, contractors and visitors.

NOTORIZED AFFIDAVITS: Refer to Attachment I, Notice and Instructions to Bidders/Vendors regarding Sections 285.525 through 285.550 RSMO, effective January 1, 2009 and Section 292.675 RSMO, effective August 28, 2009, attached.

OUT-OF-STATE CONTRACTORS: Per RSMO Sections 285.230-285.234, Greene County requires out-of-state contractors (transient employers) who do business in Greene County, Missouri to register with the Department of Revenue by submitting a Transient Employer Tax Registration Application (Form 2843T). This form can be located at <http://dor.mo.gov/forms/>. The transient employer must provide a "financial assurance instrument," such as a cash bond, surety bond, CD, or irrevocable letter of credit issued by a state of federal institution. In addition, the contractor must provide a Missouri Certificate of Authority number issued by the Secretary of State's Office and certify to the Department of Revenue that it has sufficient workers' compensation insurance.

If hiring a Missouri resident, the contractor also must provide a Missouri Employment Security Account number issued by the Missouri Department of Labor & Industrial Relations. Once all registration requirements are met, the Department of Revenue will issue a Notice of Registration to the contractor.

Greene County may require a copy of the Notice of Registration prior to executing a contract with an out-of-state contractor. If you have questions about Missouri's transient employer law, please contact the Missouri Department of Revenue at (573)751-3958.

BUSINESS COMPLIANCE: The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidders certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- License and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

PROJECT ADMINISTRATION: Submit all questions about the Contract Documents to the Greene County Purchasing Department, in writing. Replies which modify the Documents will be issued to the Bidders of record as Addenda to the Drawings and Specifications, and will form a part of the Contract. The Owner will not be responsible for oral clarifications. Questions must be received by the Greene County Purchasing Department no later than four (4) working days prior to the Bid opening date. No Addenda will be issued less than two (2) days prior to the Bid opening date.

SUBMITTING A BID: Bids must be priced, properly endorsed by a person authorized to legally bind the bidder, and returned with all necessary attachments to the Purchasing Department prior to the closing date and time which appears on the front page of the RFB.

The bid number and title must appear on the face of the sealed container. The County shall not be responsible for bids which are lost or misdirected due to improper labeling of container.

BID OPENING: Information contained in proposals will not be released prior to the opening, and then only to those who appear at the public bid opening at The Highway Department, 2065 N. Clifton, Springfield, Missouri. Attendance to the public bid opening is not mandatory.

Pricing information will be read aloud to those attending the public opening. Upon award of contract, bid tabulations will not be provided by telephone, but may be examined by appointment during normal business hours.

BIDDER CONTACT: Unauthorized contact with County personnel other than the contact listed for this project while the bid and evaluation are in progress will result in immediate disqualification of the proposal.

CLARIFICATION OF REQUIREMENTS: Bidders shall carefully examine the Bid document. Questions concerning discrepancies or ambiguities in specifications, instructions, and/or requirements of this document which become apparent to the Bidder upon examination of the document must be submitted to the Purchasing Department.

Failure of bidder to request clarification of terms, conditions, specifications and requirements herein will not waive the responsibility of the respondent to provide goods and/or services in accordance with the intent of this document. Signing this document shall be considered to denote thorough comprehension of the intent of the document.

It is the responsibility of each supplier to check the County website for bid postings. The County is not responsible and accepts no liability in the event a supplier is not sent a bid document. The County is not responsible for and accepts no liability in the event a response is late due to network, internet, or any other technical problem or interruption.

AMENDMENTS TO A BID: No modification of, or addition to specifications or provisions contained in this document shall be made or construed to have been made unless such modification is incorporated in a written addendum to the Bid.

AWARDS OF BID: Award shall be made to the lowest and most responsive and responsible bidder who conforms to the solicitation, and whose bid is considered to be the most advantageous to the County, price and other factors considered.

Award of bid shall be in accordance with all applicable public procurement and purchasing laws and requests. Any award resulting from this bid will be made by written notification from the purchasing department in the form of an authorized purchase order signed by an authorized agent of the Greene County Purchasing Department.

The County reserves the right, in the best interest of Greene County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

Sincerely,



Melissa Denney
Purchasing Coordinator
Greene County, Missouri

BID SPECIFICATIONS

Minimum requirements and specifications are for use in establishing general performance and quality levels, and are not meant to limit or restrict bidding. Bidders may offer any manufacturer's equipment which meets or exceeds the minimum requirements.

The proposer shall clearly state any and all exceptions to the minimum requirements, and the County shall consider such exceptions when evaluating proposals for award. Failure to list such deviations shall denote that respondent has taken no exception and shall furnish equipment which is fully in compliance with the specifications contained herein.

JOB SPECIAL PROVISIONS

A. GENERAL

1.0 Description. This contract with Greene County is for **BP-2 PLANT MIX BITUMINOUS PAVEMENT** on various farm roads throughout Greene County. Greene County will oversee and assist in scheduling to the best of our ability that will provide the most benefit to the County and Contractor.

1.1 All reference in the Missouri Standard Specifications to the "engineer" shall be redefined to mean the Greene County Highway Administrator or his designated representative.

1.2 All work must be completed by October 31, 2013. All work on parking lots will be done on designated weekends. All work shall be done during day time hours, unless directed differently by the Greene County Highway Administrator.

B. WORK ZONE TRAFFIC MANAGEMENT PLAN

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

1.1 Traffic shall be maintained through the work zone using the existing pavement in accordance with MUTCD traffic control plans. Provisions shall be made to allow the movement of emergency vehicles through the limits of construction at all times. During non-working hours the contractor shall have all lanes of traffic open for all routes, driveways, and side roads. All channelizers and other traffic control devices shall be removed from the roadway during non-working hours unless otherwise approved by the Highway Administrator.

1.2 During the term of this contract, there are five major holiday weekends: Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday, unless otherwise designated by the Highway Administrator.

1.3 The contractor shall not perform any construction operation on the roadway, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

2.0 Detours and Lane Closures. At least one lane of traffic shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic.

3.0 Lane Closure Restrictions. All lanes must be open to traffic during the period one-half hour before sundown to one-half hour after sunrise. In the event unforeseen circumstances require maintenance of one-way (or one-lane) traffic the contractor shall, at his/her own expense, furnish the necessary personnel to properly direct traffic. The Highway Administrator shall be the sole judge as to the necessity of maintaining traffic in a one-way (or one-lane) pattern after normal working hours.

4.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions.

C. MOBILIZATION

1.0 Description. This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the work site specified in the work

order; and for all other work or operations which must be performed or costs incurred prior to beginning the work specified in the work order on the work site.

1.1 Basis of Payment. No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the individual contract pay items included in the contract.

E. TRAFFIC CONTROL PLAN TYPES

1.0 Contractor shall furnish, install & remove all traffic control devices required to perform the work following the guidelines set forth in the latest MUTCD edition.

1.2 Basis of Payment. No direct pay will be made for traffic control or flaggers when required.

F. UTILITIES

1.0 It is the inherent risk of the work under this contract that the contractor may encounter utilities above or below the ground or in the vicinity which interfere with the work ordered under the contract. The contractor expressly acknowledges and assumes this risk even though the nature and extent of it is unknown to both the contractor and the Greene County Commission as of the time of bid and award of contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the contractor's work under this contract shall be neither compensable nor excusable.

1.1 The contractor is expressly obligated to ascertain the presence and location of utility facilities or appurtenances, notify the utility that may be effected by or which may affect the work, and otherwise strictly comply with its duties under those provisions of the Specifications.

1.2 The Greene County Highway Department does not warrant the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work.

1.3 Any utility relocations needed to perform the work shall be the responsibility of the utility company.

G. FINAL INSPECTION AND ACCEPTANCE OF THE WORK

1.0 Final Inspection. Upon completion of the required work for each work order, the contractor shall notify the Highway Administrator, and an inspection will be performed by Greene County staff.

1.1 Work determined to be unsatisfactory by the Highway Administrator and not accepted shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected. Upon completion of the corrections, the contractor shall notify the Highway Administrator for a reinspection.

1.2 Following acceptance for maintenance, the contractor, subcontractors, and suppliers are relieved of any new or additional liability to third parties for personal injury, death, or property damages which may be alleged to result from the performance of the work required by that work order, unless additional work on the right of way is required by the Highway Administrator.

H. PAYMENT

1.0 Payments. Payments will be made by the unit bid prices after submitting an invoice to the Highway Administrator. Only one payment will be made per month will be made in thirty (30) days. Invoices shall be submitted in triplicate. No retainage will be kept.

Asphalt Cement Price Index

Definitions:

Asphalt Cement Price Index: Adjustments will be made to the payments due the Contractor for any plant mix bituminous material when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the material was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor prior to Greene County's bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payments for the following month.

The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items. The base price index for PG64-22 will be applied to all asphalt mixes delivered.

Basis of Payment: To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E)$$

Where: A = Adjustment for mix delivered during monthly average index period
 B = Tons of Mix delivered during the monthly average index period
 C = % of virgin asphalt binder as listed in the job mix formula in use
 D = monthly average price at time mix placement
 E = monthly average price at time of bid

The engineer will make adjustment payments, as defined above, for the applicable work completed during each month, except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

Optional: This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

Price Adjustment for Fuel

Price Adjustment for Fuel

The method of price adjustment for the fuel used on various items of work that may be involved in the construction of this project will be based on "Fuel Usage Factors" for the various items as noted below: The On-Road Factor is based upon a 30-mile round trip haul:

Item of Work	Unit	Fuel Usage Factor	Fuel Usage Factor On-Road Hauling (30 mile avg.)
Bituminous Construction (Includes all Ton of Plant Mix Asphalt Mixes)	Total Mix	2.65	0.67

The first day of each month (excluding Saturdays, Sundays, and holidays) in which the project is bid will be used to establish the "Starting Fuel Index" for the duration of the project. The "Starting Fuel Index" will be the average of the values given for No. 2 fuel as reported by Platt's Oilgram - PAD 2 - St. Louis Area.

The pay items and unit prices in the contract will not change. The Commission will, on the first day of each month (excluding Saturdays, Sundays and holidays), determine the "Monthly Fuel Index" of No. 2 fuel from the price index as reported by Platt's Oilgram - PAD 2 - St. Louis Area, which will apply to all payment estimates during that month regardless of the type fuel used.

The quantities of completed work for the payment period will be determined by the engineer and included in the payment estimate. These same quantities will be used to determine the fuel usage for any price adjustment.

The difference (±) between the "Monthly Fuel Index" and the "Starting Fuel Index" will be the "Monthly Fuel Index Adjustment Factor". Adjustments will be made for any change in the ratio of the "Monthly Fuel Index" to the "Starting Fuel Index". This "Monthly Fuel Index Adjustment Factor", along with the "Fuel Usage Factor" and quantities of completed work for which payment is made will determine the fuel adjustment payment or deduction.

If adjustments are made in the contract quantities, the contractor shall accept the fuel adjustment as full compensation for increases or decreases in the price of fuel regardless of the amounts of overrun or underrun.

The fuel adjustment will be computed each pay period work is performed, for the usage of fuel by the following procedure:

$$\text{Fuel Adjustment} = (\text{Fuel Usage Factor}) \times (\text{Monthly Fuel Index Adjustment Factor}) \times (\text{Units of Work included in the payment estimate})$$

Payments or deductions for the fuel adjustments on the various items of work will be made on the estimate as one "Fuel Adjustment". No change order will be required.

If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

I. SPECIFICATIONS

1.0 GENERAL

- 1.1 All materials and workmanship shall meet the specifications as dictated in Section 401 of the *Missouri Standard Specifications for Highway Construction, 2004 Edition*.
- 1.2 These specifications have reference to hot-mix and warm-mix bituminous asphalt base and pavement.

2.0 MATERIALS

2.1 ASPHALT CEMENT

- 2.1.1 PG 64-22 asphalt cement shall be used and meet all applicable requirements as dictated in Section 401 of the *Missouri Standard Specifications for Highway Construction, 2004 Edition*.

2.2 AGGREGATE

- 2.2.1 The gradation of combined aggregates for bituminous base and for BP1 or BP2 wearing surface shall meet all applicable requirements as dictated in Section 401.3.1 of the *Missouri Standard Specifications for Highway Construction, 2004 Edition*.

2.3 RECLAIMED ASPHALT MATERIAL

- 2.3.1 A maximum of twenty (20) percent reclaimed asphalt material may be utilized in all mix designs, but recycled asphalt shingles shall not exceed seven (7) percent.

2.4 MIX DESIGN

- 2.4.1 Composition of the mixture shall conform to the following limits by weight:

Mineral Aggregate	92.0% to 96.5%
Asphalt Binder	3.5% to 8.0%

- 2.4.2 If utilized, recycled asphalt material type and percentage shall be clearly noted on the mix design, along with percent virgin asphalt cement and percent asphalt cement from Recycled Asphalt Material.

2.5 TACK COAT

- 2.5.1 Tack coat shall consist of SS1 or SS1h asphalt.

3.0 CONSTRUCTION

- 3.1 Contractor shall place tack coat, bituminous asphalt base and pavement in the widths and thicknesses specified in the contract in accordance with Section 401.7 of the *Missouri Standard Specifications for Highway Construction, 2004 Edition*. The Greene County Highway Department reserves the right to modify the weather conditions requirements of a particular project.
- 3.2 All work associated with placement of bituminous asphalt base and pavement shall take place during daytime hours. No night work shall be allowed unless the Contractor is requested in writing to do so by the Greene County Highway Department.

4.0 TESTING

4.1 INITIAL MATERIALS TESTING AND MIX VERIFICATION

- 4.1.1 No less than fourteen (14) days prior to commencement of work, Contractor shall submit a mix design for each asphalt mix specified in the contract to the Greene County Highway Department for review, mix verification and approval. Mix designs previously approved by MoDOT within 6 months of the date of paving may be approved by the Greene County Highway Department without materials testing.
- 4.1.2 If mix verification is necessary, Contractor shall coordinate with the Greene County Highway Department and provide the necessary samples of aggregate, asphalt cement and recycled asphalt material, if applicable. A representative of the Greene County Highway Department, or its third party testing representative, shall gather samples from the various aggregate and recycled asphalt material stockpiles and asphalt cement, or be present when samples are gathered.
- 4.1.3 The Greene County Highway Department, or its third party testing representative, shall determine conformance of the sample aggregate and recycled asphalt material, if used, with the aggregate gradation in the submitted mix design. A combination of recombined aggregates and asphalt cement, at the specified contents, shall be prepared so that mix volumetrics can be compared to the mix design. Mix variations of +/-15% of those reported on the original mix design will be accepted, except that mix designs going below the basic design values will not be allowed. Mix verification shall be performed by a third-party testing company.
- 4.1.4 Mix volumetrics shall be within the following range:
- | | |
|---------------------------------------|---------------|
| Air Voids | 3.0% to 5.0% |
| VMA | 12.0% minimum |
| Stability | 1500 pounds |
| Moisture Susceptibility (AASHTO T283) | 70% minimum |
- 4.1.5 Initial materials testing and mix verification shall be performed at the expense of the Greene County Highway Department. Should the submitted materials not meet the specifications, or produce a mix not conforming to the submitted mix design, the Contractor shall be responsible for all costs incurred by the Greene County Highway Department and its third party testing representative for subsequent materials testing and mix verification.

4.2 INSPECTION, FIELD TESTING AND VERIFICATION

- 4.2.1 Contractor shall allow the Greene County Highway Department, or its third party testing representative, to inspect all phases of production and construction.
- 4.2.2 The Greene County Highway Department, or its third party testing representative, shall perform field tests for the determination of pavement density, maximum theoretical specific gravity and asphalt content at least once during each project. If more than one test will be required, the Greene County Highway Department shall specify the testing schedule prior to the start of construction. Other possible materials tests may include aggregate asphalt content and combined aggregate gradation from either extraction or burn furnace samples, Marshall density, and stability and flow.
- 4.2.3 Results from the field testing shall be compared to the mix design. Variations shall be addressed as follows:
- 4.2.3.1 **Density.** A density of no less than 92% of maximum theoretical specific gravity (density) is required on all asphalt placed. Density adjustment for payment will be as included in Section 401.8.5 of the *Missouri Standard Specifications for Highway Construction*, 2004 Edition.
- 4.2.3.2 **Asphalt Content.** The maximum theoretical specific gravity may be adjusted mathematically for variations in asphalt content using procedures outlined in Asphalt Institute Mix Design Manuals (MS-2 and/or SP-2).

5.0 PERFORMANCE

5.1 Warranty

5.1.1 Contractor shall warranty its bituminous asphalt base and pavement materials, placement and general workmanship against premature deterioration or failure for a period of eighteen (18) months from the date of acceptance of the project by the Greene County Highway Department. The determination of premature deterioration or failure shall be at the discretion of the Greene County Highway Department.

J. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Dan Smith, P.E.
Highway Administrator
Greene County Highway Department
2065 North Clifton
Springfield, MO 65803
Telephone Number 417-829-6505

REQUIREMENTS AND SPECIFICATIONS COLD MILLING

GREENE COUNTY HIGHWAY DEPARTMENT

4. 1. WORKMANSHIP AND CONTRACTUAL REQUIREMENTS

Workmanship shall be in accordance with good practice and consistent with workmanship normally used on County roads. In case of disagreements, the MoDOT Standard Specifications for Highway Construction (2004) shall apply.

The Contractor shall be totally responsible for the construction means, methods and procedures. This shall specifically include responsibility for job site safety for all workers and for the public.

Contractor must comply with all applicable Federal and State laws, rules, regulations and requirements.

2. ORDERS FOR COLD MILLING

Orders for Cold Milling will be placed by the Greene County Purchasing Department or authorized Greene County Highway Department personnel on an as needed basis throughout the contract period. Estimated annual use may change throughout the bid period due to requirements, weather or unforeseen issues. **Once the street has been milled, the Asphalt Surface shall be placed within seven (7) days of the milling operation.** (County will coordinate with the Milling Contractor and Asphalt Contractor)

3. SCHEDULE

Scheduling will be negotiated between County and Contractor, and will be determined according to agreement between both parties.

4. CONTRACT PRICES

The Contract Price will be the sum of the individual unit price extension for the item of work listed in the proposal. The quantity of work shown in the proposal is presented for information only and the Contractor shall view the site, review the plans and make his own determination of the materials and work required to complete the Cold Milling. The Contractor will provide all equipment, labor and materials required to perform the work. Payment will only be made for the bid item in the proposal. Any cost for mobilization and other work shall be incidental to the bid price listed.

5. TRAFFIC CONTROL

The Contractor shall be responsible for installing traffic control for all of his work operations. Traffic control devices shall meet the minimum standards of the MUTCD Manual. Flag men and appropriate signing shall be used inside the project and immediately outside the project and as required for traffic control during work operations within the subdivision.

The project shall be open to one lane of traffic at all times. During flagging operations a minimum of two (2) flaggers, one at each end of lane closure, shall be used.

The Contractor is responsible for traffic accessing pavement during operations unless otherwise approved by the Highway Department personnel.

Traffic Control shall be incidental to other items of work.

No Traffic Striping Is required for this project.

6. DETAILS

A description of bid item is as follows. Details not listed or omitted which are standard to this construction method or practice or are covered by MoDOT Specifications are considered as included and incidental to the project bid item unless specifically excluded.

Streets: This project includes surface asphaltic concrete. Streets to be Cold Milled are locations in various subdivisions throughout Greene County. The streets to be Cold Milled are within the existing roadway beds as now established.

Typical Section: Cold Milling shall be completed to a depth of 2". Cold Milling shall be a minimum of 6 feet in width. Cold Milling shall be completed per Missouri Standard Specifications for Highway Construction. The Contractor shall use care when Cold Milling next to existing curb and gutter so as not to damage it. If curb and gutter is damaged by the Contractor, the Contractor shall replace it, at no additional cost. The Contractor shall properly mark, so traffic will not damage, any objects milled around such as valves, manholes, etc.

The quantity of milling of existing surface will be paid for by the square yard. No direct payment will be made for loading.

Utilities: Utilities will not be located for these various locations. The Contractor is responsible for all utility locations and any respective conflicts.

Mailboxes, Signs, and Obstructions: The Contractor is responsible for removing and reinstalling all mailboxes, signs, obstructions, etc. within the limits of the work. This is to be done only if the object is an obstruction to the work.

Temporary access to mail boxes shall be the responsibility of the Contractor.

The Contractor is responsible for the condition of the mailboxes, signs, etc. during the work. Any items destroyed or damaged shall be replaced by the Contractor at no expense to the County.

All work related to this item shall be incidental to the bid item.

7. FINAL CLEAN-UP

After the Cold Milling is completed, the Contractor shall remove and debris deposited in yards, the right-of-way and driveways by his operations.

The Contractor shall also repair all yards disturbed by his operations. Yards shall be equal to or better than conditions prior to Cold Milling. It is suggested that the Contractor develop a pre-cold milling photograph record.

Mailboxes shall be reinstalled where they were disturbed.

8. PAYMENT

Unless otherwise agreed, payment will be made in a lump sum total by the square yard after each general location is accepted and on receipt of the required certifications regarding liens on materials and labor.

The Contractor is responsible for verifying that his employees and his subcontractor's employees are paid in accordance with the prevailing wage rates. The County assumes no liability for non-conformance with this provision

by the contractor. The Contractor is responsible for any and all legal fees incurred by the County for the Contractor or his subcontractor's violation of the prevailing wage rate provisions.

9. QUESTIONS AND DISPUTES

Both the Contractor and the County agree that this contract shall be governed by the Laws of the State of Missouri. Any questions or disputes arising during this work shall be decided by the Administrator of the Greene County Highway Department.

SCOPE OF SERVICES

Services shall be performed in accordance with the Bid Specifications and the information submitted on the Pricing Page.

SPECIAL PROVISIONS

PART II GENERAL PROVISIONS, Section 2.6 Professional Liability insurance requirements are deleted in its entirety.

Is your business considered a minority, woman, or veteran owned business?

Yes _____ No

If it is one of the designated businesses, then which one(s)? _____

If it is one of the designated businesses, then is it certified by the federal, state, or local government as a minority, woman, or veteran owned business?

Yes _____ No _____

If it is certified, then which one(s)? _____

If it is certified, then please attach certification documentation to this paperwork.

FINANCIAL TERMS

Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor agrees to provide supporting documentation to invoicing as requested by County. Pricing shall remain firm for a minimum of one (1) year. Cost increases may be negotiated at the time of renewal, but will be subject to approval of the Purchasing Director. Increases will be considered only when the Contractor can show that his operating costs have increased. The Contractor shall provide written notification of acceptance or rejection of the extension of the contract.

Bidder's Name LEO JOURNAGAN CONSTRUCTION CO., INC.

PRICING FORM

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including delivery to Greene County, Missouri in accordance with the delivery schedule and according to the prices, products/services information submitted.

Bid Item	Location	Unit Price	Estimated Quantities	Extended Total
1.	Area #1	\$ 40. ⁷⁹	11000 tons	\$ 448,690. ⁰⁰
2.	Area #2	\$ 40. ⁷⁹	3400 tons	\$ 138,686. ⁰⁰
3.	Area #3	\$ 40. ⁷⁹	3400 tons	\$ 138,686. ⁰⁰
4.	Area #4	\$ 40. ⁷⁹	8500 tons	\$ 346,715. ⁰⁰
TOTAL BID PRICE Items 1 - 4				\$ 1,072,777. ⁰⁰

TOTAL BID PRICE - Items 1 - 4 For all Contractor's services, labor, materials, tools, equipment, supplies, transportation and all other items and facilities necessary to complete the work, specified:

\$ ONE million seventy two thousand seven hundred seventy seven
(Amount written in words) dollars and no cents

State any deviations or exceptions:

Bid Item	Location	Price/Ton (<600)		Price/Ton (>=600)	
		Unit Price	Extended Amount	Unit Price	Extended Amount
5.	City of Fair Grove (Area #2)	\$ 68. ⁰⁰	\$ 40,800	\$ 58. ⁰⁰	\$ 34,800
6.	City of Strafford (Area #2)	\$ 68. ⁰⁰	\$ 40,800	\$ 58. ⁰⁰	\$ 34,800
7.	City of Rogersville (Area #3)	\$ 68. ⁰⁰	\$ 40,800	\$ 58. ⁰⁰	\$ 34,800
8.	City of Battlefield (Area #4)	\$ 68. ⁰⁰	\$ 40,800	\$ 58. ⁰⁰	\$ 34,800
9.	City of Republic (Area #4)	\$ 68. ⁰⁰	\$ 40,800	\$ 58. ⁰⁰	\$ 34,800

LEO JOURNAGAN CONSTRUCTION CO., INC

Bidder's Name _____

Bid Item	Location	Price/Ton (<600)		Price/Ton (=>600)	
		Unit Price	Extended Amount	Unit Price	Extended Amount
10.	City of Ash Grove (Area #1)	\$ 69 ⁰⁰	\$ 41,400	\$ 59 ⁰⁰	\$ 35,400
11.	City of Walnut Grove (Area #1)	\$ 70 ⁰⁰	\$ 42,000	\$ 60 ⁰⁰	\$ 36,000
12.	City of Willard (Area #1)	\$ 68 ⁰⁰	\$ 40,800	\$ 58 ⁰⁰	\$ 34,800
SUBTOTAL BID PRICE (Items 5-12)			\$ 328,200		\$ 280,200

13.	Spot Patches (box culvert, etc, Guaranteed 40 ton minimum)	\$ 160 ⁰⁰	
14.	Cold Milling Header (When applicable, the contractor will supply all equipment & labor necessary to complete cold milling headers.)	\$ 850 ⁰⁰	
	Parking Lots	Price/Ton (<600 Ton)	Price/Ton (=>600 Ton)
15.	Parking Lots	\$ 69 ⁰⁰	\$ 62 ⁰⁰
	Milling	Price (<5000 SQ YD)	Price (>5000 SQ YD)
16.	Milling (Contractor retains millings, for all areas)	\$ 3 ⁰⁰	\$ 2. ⁰⁰

Please note that items #13-16 will be awarded with items 1-4

ADDITIONAL ITEMS			
17.	BP-2 Plant Mix from plant hauled and placed by others	\$ 49 ⁰⁰	
	Trails	Price/Ton (<600 Ton)	Price/Ton (=>600 Ton)
18.	Trails (2" x 10' wide)	\$ 84 ⁰⁰	\$ 69 ⁰⁰
	Asphalt Curb 6"	Quantity	Price/LF
19.		0-25	\$ 28 ⁰⁰
20.		25-75	\$ 23 ⁰⁰

LEO JOURNAGAN CONSTRUCTION CO., INC

Bidder's Name _____

JOURNAGAN Construction / Aggregates

3003 E. Chestnut Expressway, Suite 1200 Springfield, MO 65802 417-869-7222 • FAX 417-869-7421

An Equal Opportunity Employer

CREDIT APPLICATION REFERENCES

FEDERAL ID# 44-0657891
YEARS IN BUSINESS 56
ANNUAL SALES \$30 TO \$60 Million
DATE OF INCORPORATION November 21, 1961

WEBSITE: www.journagan.com

BANK REFERENCE: UMB Bank Phone 417-887-5855
Attn: Anne Marie Baker Fax 417-887-1808
1150 E Battlefield
Springfield, MO 65807

CREDIT REFERENCES Purcell Tire Phone 417-862-1924
1740 E Commercial Fax 417-862-8949
Springfield, MO 65807

PRI, Inc. Phone 618-625-3417
Attn: Paula Rone Fax 618-724-2266
6232 Vine Roda
Sesser, IL 62884

Coastal Energy Corporation Phone 417-469-2777
Attn: Dave Montgomery Fax 417-469-2294
P.O. Box 218
Willow Springs, MO 65793

Horton Supply Phone 417-864-8584
Attn: Lori Ellerman Fax 417-864-5209
300 E Chestnut St
Springfield, MO 65806

BONDING COMPANY Merchants Bonding Phone 417-887-3550
Barker-Phillips-Jackson, Inc. Fax 417-887-3252
Agent: Gary Yost
P.O. Box 4207 GS
Springfield, MO 65808

"Paving the way in the Ozarks"

CONTRACTOR REFERENCE INFORMATION

Bidder shall submit as a part of the bid proposal package a minimum of four (4) business references with the name of the business, address, contact person, and telephone number.

** See Attached*

Name: _____	Name: _____
Address: _____	Address: _____
Tel No.: _____	Tel No.: _____
Fax No _____	Fax No _____
Email: _____	Email: _____
Contact: _____	Contact: _____

Name: _____	Name: _____
Address: _____	Address: _____
Tel No.: _____	Tel No.: _____
Fax No _____	Fax No _____
Email: _____	Email: _____
Contact: _____	Contact: _____

BID SUBMISSION CHECKLIST

For this bid submission, you are required to include:

- ✓ Completed & signed bid document
- ✓ Bid bond
- ✓ Attachment I (Affidavit of Compliance with Section 285.500 RSMo)
- ✓ Attachment II (OSHA training)
- ✓ Attachment III (E-Verify)
- ✓ Attachment IV (Prevailing Wage)

If awarded the contract, you will also be required to submit:

- ✓ Payment & performance bond
- ✓ Insurance certificate
- ✓ W-9 Tax Form

Out-of-state contractors (transient employers) must also submit:

- ✓ Notice of Registration (from MO Dept of Revenue)

Bidder's Name LEO JOURNAGAN CONSTRUCTION CO., INC.

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES, (the "Agreement") is made and entered into as of March 9, 2017, by and between the County of Greene, ("County"), and the Contractor identified on page one of this document ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in the Scope of Services, included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on March 31, 2017 ("Commencement Date") and shall continue through March 30, 2018 with the option to renew for two (2) additional one (1) year periods upon mutual agreement by both parties, for a total of three years all together.
- D. **Party Representatives:**
 - D.1. The County designates the following person to act on County's behalf: Purchasing Coordinator
 - D.2. The Contractor designates the following person to act on Contractor's behalf: See the contact name on page one of this document.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work

and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such 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 from companies authorized to issue insurance in the State of Missouri and 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.
- 2.3. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. **Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered

by the protection afforded by the Contractor. Worker's 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 Worker's 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.

- 2.5. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 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; and both on and off the site of work.
- 2.6. **Professional Liability:** (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance:** Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$410,185.00 per claimant and \$2,734,567.00 per occurrence for 2016) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **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 Greene from its own negligence

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: the Clean Water, Clean Air, and Copeland (Anti-kickback) and Missouri Domestic Product Procurement Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the Prevailing Wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri. In accordance with RSMO 34.350-34.359, also known as the Missouri Domestic Product Procurement Act (MDPPA), the Contractor agrees to furnish all goods and materials from United States proprietors. The MDPPA applies when any purchase exceeds \$25,000 of manufactured goods or commodities that are used in a public works project.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:
 - a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, *et seq.*). In addition, if the Contractor is providing services or operating

programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

- b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
 - c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
 - d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
 - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.
- 3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit:** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:
- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
 - c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signatory page from E-verified program's memo of understanding). Refer to Attachment J, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo. effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent

that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

CONTRACTOR

LEO JOURNAGAN CONSTRUCTION CO., INC

By: Melissa Denny
Purchasing Buyer

By: Dale Popejoy
DALE POPEJOY, VICE-PRESIDENT-PAVING

Title: _____

By: Chow Frost
Purchasing Director

By: John A View III
JOHN A VIEW, III VP/TREAS

Title: _____

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cynthia A. Steer
AUDITOR CERTIFICATION

3/27/17
Date

CONTRACTUAL REQUIREMENTS

1. A purchase order or contract issued to the successful bidder shall be governed by the United States and Missouri Uniform Commercial Code, and all laws of the State of Missouri as adopted and in force on the date of the agreement.
2. Items and/or services are to be furnished as described in the proposal and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the Bid Document or the Contractor's response, the Bid document shall govern.
3. Contractor proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in his/her proposal. All related costs associated with completion of the project specified shall be considered by both Contractor and County to be included within this quoted price. The County shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be at destination, and will be made by an authorized representative of the County. *Until delivery and final acceptance, risk of loss will be the obligation of the Seller unless loss results from negligence of the County.*
5. Contractor shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Contractor to comply with said laws, and any deviation from said laws will subject Contractor to the penalties set forth.
6. Issuance of contract shall be contingent upon submission by contractor of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director by registered or certified mail. Contractor shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the county harmless there from.
7. In addition to any insurance required hereunder, contractor shall agree to reimburse the county for any damage done to county property which occurs during performance of the contract.
8. No modifications of any provision of the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by Contractor and County and incorporated in a written amendment to the contract.
9. It is the responsibility of the contractor to complete the project as described herein, incorporating suitable materials, and Contractor shall be solely responsible for the performance of workmanship and materials.
10. Sales/Use Tax Exemption: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Greene County and contain the project number assigned by Greene 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.*
11. Additions, Deletions, Changes: No one can authorize any additions, deletions, or changes to the work, before or during term of the contract, unless approved change orders have been issued by the Purchasing Department. The County will not be responsible for any additional charges unless authorized change order has been issued.

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMo, Effective January 1, 2009 and Section 292.675 RSMo, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

RSMo 285.530 pertains to all solicitations for services over \$5,000. RSMo 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMo 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMo 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

Greene County, Missouri, in order to comply with sections 285.525 through 285.550 and 292.675 RSMo, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the contractor shall submit the following documents:

Required Affidavit for contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating that:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Required Affidavit for any Public Works Project Contract – Effective 8-28-09, Company shall comply with the provisions of Section 292.675 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

3. Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

Greene County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/how-do-i-verify-employment-eligibility-e-verify> or by calling 888-464-4218.

ATTACHMENT I



Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of MISSOURI, personally appeared Dale POPEJOY (Name) who is Vice President, Paving (Title) of LEO JOURNAGAN CONST. Co., Inc. (Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

[Signature]
Signature
Name: DALE POPEJOY, VICE-PRESIDENT-PAVING

Subscribed and sworn to before me this 9 day of March, 2017.

[Signature]
Notary Public

My commission expires: April 14, 2017



ATTACHMENT II



**Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
For any Public Works Project Contract
Effective August 28, 2009**

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Dale Popejoy (Name) who is Vice President Paving (Title) of LEO JOURNAGAN CONST. Co., INC. (Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

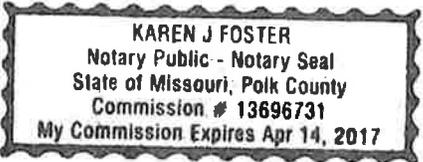
The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

[Signature]
Signature
DALE POPEJOY, VICE-PRESIDENT-PAVING
Name: _____

Subscribed and sworn to before me this 9 day of March, 2017.

[Signature]
Notary Public

My commission expires: April 14, 2017



Company ID Number: 162912

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR DESIGNATED AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and Leo Journagan Const. Co., Inc (Designated Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to John View III (Designated Agent) on behalf of the Designated Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of 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.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the Designated Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a Designated Agent, the Designated Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

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 (through the Designated Agent) with available information that will allow 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 the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

Company ID Number: 162912

compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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

Approved by:

Employer Leo Journagan Construction Company, Inc.

<u>John View III</u> Name (Please Type or Print)	<u>Vice President</u> Title
<u>electronically signed</u> Signature	<u>10/21/2008</u> Date

Department of Homeland Security – Verification Division

<u>USCIS Verification Division</u> Name (Please Type or Print)	<u></u> Title
<u>electronically signed</u> Signature	<u>10/21/2008</u> Date



E-VERIFY IS A SERVICE OF DHS AND DOJ

Company ID Number: 162912

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Leo Journagan Construction Company, Inc.

Company Facility Address: 3003 East Chestnut Expressway, Suite 1200
Springfield, MO 65802

Company Alternate Address: _____

County or Parish: Greene

Employer Identification Number: 440657891

North American Industry Classification Systems Code: 238

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified for: 1

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

State	Number of sites	Site(s)



Company ID Number: 162912

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

Name: Terry Maples, CFO
Telephone Number: 417-869-7222
Fax Number: 417-869-7421
E-mail Address: tmaples@journagan.com

Name: John View III, VP, Treasurer
Telephone Number: 417-869-7222
Fax Number: 417-869-7421
E-Mail Address: jview@journagan.com

Name: Elaine Thompson, Human Resources
Telephone Number: 417-869-7222
Fax Number: 417-869-7421
E-Mail Address: ethompson@journagan.com

ATTACHMENT III

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security -Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Sample
E-Verify
Memo of Understanding - MOU
Electronic Signature Page

Attachment IV
(Separate documents on Prevailing Wage)

This page left was intentionally blank. See accompanying documents.

TERMS AND CONDITIONS

PREPARATION OF BIDS

- A. *Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions of the RFB. Failure to do so will be at bidder's risk. In case of an error in extension, the unit price (s) will govern.*
- B. *Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for informational purposes only, and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid forms.*
- C. *All supplies and equipment offered in a bid must be new and of current production unless the RFB clearly specifies that used or re-conditioned supplies or equipment may be offered.*
- D. *Firm prices shall be bid and include all packing, handling, and shipping charges.*
- E. *Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days from bid opening and for the specified contract period.*
- F. *Greene County, Missouri does not pay federal excise and sales tax on direct purchases of tangible personal property, Exemption number 12531847.*

SUBMISSION OF BIDS

- G. *A bid submitted by a bidder must (1) be manually signed by the bidder on the Greene County RFB form, (2) contain all information required by the RFB, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the Purchasing Department and officially clocked in no later than the exact time and date specified in the solicitation.*
- H. *The sealed envelope or container containing a bid should clearly marked on the outside of the container with (1) the official RFB number, and (2) the official closing date and time.*

MODIFICATION OR WITHDRAWAL OF BIDS

- I. *A bid may be modified or withdrawn by written notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered.*
- J. *After official closing date and time, no bid may be modified or withdrawn.*

NO BIDS AND FUTURE SOLICITATIONS

- K. *If no bid is to be submitted, the bid should be marked "NO BID" and returned in order to maintain the bidders name in file for future solicitations. If a bidder fails to respond to a reasonable number of bids without returning a "NO BID", the Purchasing Department reserves the right to delete the bidder from the vendor file for future solicitations.*

BID OPENING

- L. Bid openings are public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered by the proper time to the office of the Purchasing Department. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, or facsimile will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

AWARDS

- M. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri, when all other factors are equal.
- N. Cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- O. As the best interest of Greene County may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof, with one or more suppliers; to reject any and all bids, or waive any minor irregularity or technicality in bids received.
- P. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB, and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. All awards will be made by written notification from an authorized agent of the Greene County Purchasing Department.
- Q. Each bid received with the understanding that the acceptance in writing by Greene County of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the bidder and Greene County and shall bind the bidder to furnish and deliver at the price in accordance with the conditions of said accepted bid and detailed specifications.

CLARIFICATION OF REQUIREMENTS

- R. It is the intent and purpose of Greene County, Missouri that this request permits competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Department if any language, requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received by the Purchasing Director not later than five (5) days prior to the closing date. A review will be made of any such notifications.

TERMS AND CONDITIONS OF PURCHASE

- S. **Binding Contract:** A document in the form of a written purchase order or "Notice of Contract Award", signed by the seller and countersigned by an authorized employee of the Purchasing Department of Greene County (also referred to as the "County" or "County's") shall constitute a binding contract, and the language of the contract shall govern in the event of a conflict with Seller's submitted bid or proposal.

The written contract or purchase order shall express the complete agreement of the parties, and performance shall be governed solely by the terms and conditions contained therein. Changes, additions or modifications thereto must be in writing and signed by an authorized employee of the Purchasing Department of Greene County.

- T. **Quantities:** The County shall assume no obligation for goods and/or services provided in excess of the quantity ordered. Unauthorized quantities are subject to the county's rejection and shall be returned at the Seller's expense.

- U. **Delivery:** If deliveries of goods and/or services rendered are not made within the time initially agreed upon, in writing or by verbal agreement with the written agreement taking precedent over the verbal agreement, by the two parties, the County reserves the right to cancel or to purchase goods and/or services elsewhere. Seller may be liable for re-procurement cost.
- V. **Shipment:** Deliveries shall be F.O.B. destination unless otherwise specified by the county.
- W. **Invoices:** An original and remittance copy of the invoice shall be submitted to the Purchasing Department and shall show the Greene County purchase order number and contain full descriptive information of goods and/or services furnished. Each invoice must itemized in accordance with items listed on the contract. Failure to comply with these requirements will delay processing of invoices for payment. Payment for all goods and services shall be made in arrears, according to the payment terms on the contract. The County will not make any advance deposits.
- X. **Inspection and Acceptance:** No goods and/or services received by the county pursuant to the contract shall be deemed accepted until the county has had reasonable opportunity to inspect said goods and/or services. All goods and/or services which are discovered to be defective or which does not conform to the warranty of the Seller upon inspection or at any later time, which were not reasonably ascertainable upon the initial inspection, may be returned and/or be credited for. Should the authorized employee of the Purchasing Department of Greene County agree, they may also be replaced with goods and/or services of equivalent value, purpose, and functionality. Such right-to-return offer to the County arising from the County's receipt of defective goods or services shall not exclude any other legal, equitable or contractual remedies the County may have therefore.
- Y. **Warranty:** Seller expressly warrants that all articles, materials, work, and services covered by the contract will conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the County, and that they will be fit and sufficient for the purpose intended, merchantable, of acceptable material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the county's acceptance of said goods and/or services, or by payment for them.
- Z. **Patents:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent, and Seller covenants that he will, at his or her own expense, defend every suit which may be brought against the county, or those using the county's product for any alleged infringement of any patent by reason of the sale or use of such articles, and Seller agrees that he will pay all costs, damages, and profits recoverable in such suit.
- AA. **Bankruptcy or Insolvency:** In the event of any proceedings by or against either party, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the county may cancel the contract or affirm the contract and hold Seller responsible in damages.
- BB. **Compliance with Applicable Laws:** The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items and services covered by the contract, including, but not limited to all provisions of the most recent version of the State of Missouri's Prevailing Wage Law (should that be a part of the contract's scope, specifications or terms therein).
- CC. **Interpretation of Contract and Assignments:** The contract shall be construed according to the laws of the State of Missouri. The contract or any rights, obligations, or duties hereunder may not be assigned by the seller without the county's written consent, and any attempted assignment without such consent shall be void.

- DD. *Termination of Contract:* The County reserves the right to terminate any contract at any time if the provisions of the contract are violated by the contractor or any of his subcontractors, in the sole judgment and discretion of the county. If the contract is so terminated, the county may purchase upon such terms and in such manner as the authorized employee of the Purchasing Department of Greene County may deem appropriate, supplies or services of equivalent value, condition, function, and purpose to those so terminated, and the Seller will be liable for additional costs occasioned thereby.
- EE. *Non-Discrimination In Employment:* In connection with the furnishing of supplies or performance of work under the contract, Seller agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and ordinances; and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.
- FF. *Performance Bonds:* If required as condition for contract award, the amount of a performance bond will be described in the bid package at the time of issuance. The performance bond must be issued for amount specified by a surety company, or secured with a cashier's check, certified check, cash, bank draft, or irrevocable letter of credit. No annual bid or performance bonds will be accepted unless otherwise indicated in the IFB.
- GG. *Tax Exempt:* Greene County, Missouri is exempt from state sales tax under Missouri Constitutional Provisions (Mo. Tax I.D. #12531847), and is exempt from Federal Excise Tax by Title 25, U.S. Code annotated.
- HH. *Uniform Commercial Code:* The purchase agreement shall be governed by the Missouri Uniform Commercial Code as adopted and in force on the date of the Agreement, and both parties shall have all remedies afforded to each of them by the Missouri U.C.C. except as specifically modified within the agreement.
- II Trial by Jury: THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 039

GREENE 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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/17		\$25.72	56	28	\$11.75
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason	6/16		\$27.73	24	74	\$16.44
Carpenter	6/16		\$24.73	61	4	\$15.85
Cement Mason			\$23.54	64	4	\$10.35
Communication Technician	1/17		\$37.31	13	72	\$17.77 + 10%
Electrician (Inside Wireman)	1/17		\$25.65	21	48	\$11.95 + 10%
Electrician (Outside-Line Construction/Lineman)			\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator			\$38.37	125	65	\$5.00 + 34.5%
Groundman			\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor	7/16	a	\$44.515	26	54	\$31.531
Glazier	9/16		\$23.35	36	52	\$6.71
Ironworker	6/16		\$29.00	50	4	\$28.45
Laborer (Building):						
General	6/16		\$21.28	112	4	\$11.73
First Semi-Skilled	6/16		\$23.42	112	4	\$11.73
Second Semi-Skilled	6/16		\$21.96	112	4	\$11.73
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$24.63	123	78	\$15.65
Marble Mason	1/17		\$22.08	124	74	\$12.86
Marble Finisher	1/17		\$14.29	124	74	\$9.09
Millwright	6/16		\$24.73	61	4	\$15.65
Operating Engineer						
Group I	6/16		\$26.34	84	4	\$12.69
Group II	6/16		\$24.60	84	4	\$12.69
Group III	6/16		\$23.89	84	4	\$12.69
Group III-A	6/16		\$24.60	84	4	\$12.69
Group IV						
Group V	6/16		\$15.80	84	4	\$12.69
Painter	6/16		\$28.54	37	4	\$16.56
Pile Driver	6/16		\$24.73	61	4	\$15.65
Pipe Fitter	11/16		\$29.55	19	1	\$14.82
Plasterer			\$23.53	64	4	\$10.55
Plumber	11/16		\$29.55	19	1	\$14.82
Roofer \ Waterproofer	6/16		\$22.75	10	2	\$10.88
Sheet Metal Worker	7/16		\$28.94	4	24	\$14.18
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker	1/17		\$29.31	124	74	\$14.56
Terrazzo Finisher	1/17		\$19.08	124	74	\$14.56
Tile Setter	1/17		\$22.08	124	74	\$12.86
Tile Finisher	1/17		\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$16.35	48	49	\$2.75
Truck Driver-Teamster						
Group I			\$19.45	98	4	\$4.72
Group II						
Group III			\$19.45	98	4	\$4.72
Group IV			\$21.40	FED		\$6.66

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the work week shall consist of five (5) consecutive eight (8) hour days beginning on Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one half (1½) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten (10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

NO. 7: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Weekend begins 12:01a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) time the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days – Monday through Friday inclusive – shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% 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.

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 19: On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight-time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

NO. 21: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 24: 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. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. 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 for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

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

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 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 \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 61: Means except as herein provided, eight (8) hours a day, 8:00 a.m. to 4:30 p.m., shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. 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 time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). 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) day ten hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten-hour four days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, 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. When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day, at straight time not to exceed eight (8) hours for that day, or forty (40) hours per week. A make-up day is not to be used to make up time lost due to recognized holidays.

NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors 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.

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NO. 84: The regular working 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. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The 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, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 98: Means 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 Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The 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 5:30 and 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. When the five (5) day eight (8) hours 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. When the five (5) day eight (8) hour work week is in effect, starting time shall be between 7:00 a.m. and 8:00 a.m. All time worked before 7:00 a.m. shall be paid for at the rate of time and one-half (1½). All work performed on Saturday up to 6:00 p.m. (except as herein provided) shall be compensated for at the rate of time and one-half (1½). All time worked from 6:00 p.m. Saturday to 7:00 a.m. Monday will be paid for at the rate of double (2) time.

NO. 112: Means 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. Except as provided for, 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 Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) 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 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 eight (8) hours or forty (40) hours per week.

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NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. 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 (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double 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) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, 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. 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 will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

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.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**GREENE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 1: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

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

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

NO. 14: The following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

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. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, 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 Sunday, the following Monday shall be observed as the holiday.

NO. 48: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**GREENE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

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. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

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. 78: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$29.03	23	16	\$16.10
Electrician (Outside-Line Construction)\Lineman)		\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator		\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer	1/17	\$22.07	31	30	\$5.25 + 28%
Groundman		\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer	1/17	\$17.85	31	30	\$5.25 + 28%
Laborer					
General Laborer	6/16	\$24.32	4	18	\$12.71
Skilled Laborer	6/16	\$24.87	4	18	\$12.71
Millwright	6/16	\$29.03	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$30.82	5	15	\$13.30
Group II	6/16	\$30.47	5	15	\$13.30
Group III	6/16	\$30.27	5	15	\$13.30
Group IV	6/16	\$28.22	5	15	\$13.30
Oiler-Driver	6/16	\$28.22	5	15	\$13.30
Pile Driver	6/16	\$29.03	23	16	\$16.10
Traffic Control Service Driver		\$16.35	29	28	\$2.75
Truck Driver-Teamster					
Group I	6/16	\$28.97	12	3	\$12.45
Group II	6/16	\$29.13	12	3	\$12.45
Group III	6/16	\$29.12	12	3	\$12.45
Group IV	6/16	\$29.24	12	3	\$12.45

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.

**REPLACEMENT PAGE
GREENE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. 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 to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days 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). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

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GREENE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 29: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: 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. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**GREENE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 3: 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 to 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 time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, 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. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or 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. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. 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 a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 28: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



OFFICE OF THE PURCHASING DIRECTOR
933 N. ROBBERSON AVE., SPRINGFIELD, MO 65802

ROBERT CIRTIN
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1st DISTRICT

LINCOLN P. HOUGH
COMMISSIONER, 2nd DISTRICT

**COUNTY OF GREENE, STATE OF MISSOURI
HIGHWAY DEPARTMENT**

ADDENDUM TO REQUEST FOR BID (RFB)

RFB NO.: 17-10567 ADDENDUM NO.: 1
TITLE: BP-2 Plant Mix Bituminous Pavement

CONTACT: Melissa Denney
PHONE: (417)868-4013

ISSUE DATE: 02/23/2017
RETURN ADDENDUM WITH THE

E-MAIL: MDenney@greenecountymmo.org

BID SUBMISSION NO LATER THAN: 03/09/2017 at 2:30 PM (Central Standard Time)
RETURN ADDENDUM TO: GREENE COUNTY HIGHWAY DEPARTMENT
2065 NORTH CLIFTON, BUILDING A
SPRINGFIELD, MISSOURI 65803

This Addendum forms a part of the Bid document for the services identified above. All remaining portions of the Bid document not specifically mentioned or otherwise revised by this Addendum remain in full force and effect.

- *Page 4 of 33, J. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS*
Should read as follows:
Rick Artman
Highway Administrator
Greene County Highway Department
2065 North Clifton
Springfield, MO 65803
Telephone Number 417-829-6505
- *To clarify as to how the bid will be awarded, please reference Page 4 of 33, Section AWARDS OF BID, in the bid. Greene County's intention is to award to one contractor for Items 1-4 & 13-16. In the past Greene County has awarded to multiple contractors for Item 17 as a cost and time saver for Greene County based on where the work is being performed. It is most likely this will be awarded the same for this current bid.*
- *The Asphalt Cement Price Index and Price Adjustment for Fuel options are being removed from the bid.*
- *Date change on Page 5 of 33, JOB SPECIAL PROVISIONS A. GENERAL,*

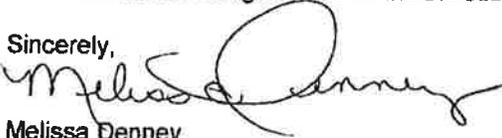
1.2 All work must be completed by October 31, 2013. All work on parking lots will be done on designated weekends. All work shall be done during day time hours, unless directed differently by the Greene County Highway Administrator.

Correct completion date will be by October 31, 2017.

- *Street maps to show locations and tonnage may be obtained at the Greene County Highway Department/Purchasing Coordinator. Please note that these locations and tonnage are subject to change. This is just an estimate as to what we will be doing for the 2017 calendar year.*

Please be advised that the failure to supply the required documents or information required by this addendum with your bid submittal, may subject your bid to disqualification. Bidders must return this acknowledgement with the bid submission. This addendum consists of (2) pages.

Sincerely,



Melissa Denney
Purchasing Coordinator

Addendum #1 acknowledged by:

LEO JOURNAGAN CONSTRUCTION CO., INC.

Bidder Name



DALE POPEJOY, VICE-PRESIDENT-PAVING

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Leo Journagan Construction Co., Inc.
3003 E. Chestnut Expressway, #1200
Springfield, MO. 65802-2590

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines, IA. 50266 (800) 678-8171

Mailing Address for Notices

Same as above

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

OWNER:

(Name, legal status and address)

Greene County Commission

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

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

PROJECT:

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

BP-2 Plant Mix Bituminous Pavement
Greene County, Missouri

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

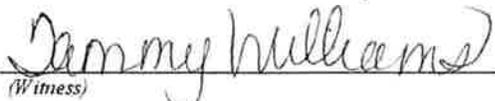
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 09th day of March, 2017



(Witness)
JOHN A VIEW, III VP/TREAS



(Witness)

Leo Journagan Construction Co., Inc.

(Principal) (Seal)



(Title) DALE POPEJOY, VICE-PRESIDENT-PAVING

Merchants National Bonding, Inc.

(Surety) (Seal)



(Title) Attorney-In-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Brandi J Bradley; Callae J Doty; Gary L Yost; Geneva E Dugger; Thomas A Montileone; William L Southworth Jr

of Springfield and State of Missouri their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of September, 2014.



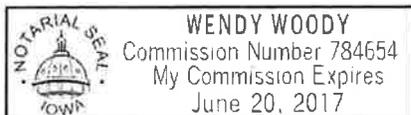
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 17th day of September, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 09th day of March 2017



William Warner Jr.
Secretary

Exhibit

B

