



CITY CONTRACT # 6/2025

Emery Sapp & Sons, Inc

**THE CONSTRUCTION OF A PEDESTRIAN
BRIDGE IN FLAT BRANCH PARK**

**City of Columbia
Columbia, MO 65202**

**CALE TURNER, PURCHASING AGENT
PURCHASING/5th FLOOR
701 E. BROADWAY
COLUMBIA, MO 65201**

**CITY OF COLUMBIA CONTRACT
FOR THE CONSTRUCTION OF A PEDESTRIAN BRIDGE IN FLAT BRANCH PARK
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CITY OF COLUMBIA CONTRACT FOR THE CONSTRUCTION OF A PEDESTRIAN BRIDGE IN FLAT BRANCH PARK

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and **EMERY SAPP & SONS, INC.**, a corporation organized in the State of **Missouri** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for construction of the Project as defined herein and further described in the Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, Contractor has submitted pricing for the Project and proposed a donation of some work for the Project, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Project in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. **DEFINITIONS:**

- a. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Contract Amount" or "Contract Price" shall mean the amount set forth in Section 3 of this Contract. The Contract Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- f. "Effective Date" shall be the date of the last signatory to this Contract.
- g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for this Project shall be identified in subparagraph k of this Section.

- h. "Final Acceptance" shall mean a written notice from the Engineer notifying the Contractor that construction has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.
- i. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City.
- j. "Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract. It may also include construction by the City or others. The Project for this Contract is described as **the Construction of a pedestrian bridge at Flat Branch Park, 101 South Fourth Street, Columbia, MO as further described in Exhibit A.**
- k. "Project Manager" shall be the following project manager designated by the City of Columbia to manage the Project on behalf of the City (none if left blank): **Zach Nikin.**
- l. Reserved.
- m. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.

2. **SCOPE OF WORK, PLANS AND PROJECT SPECIFICATIONS:** Contractor agrees to perform the Work in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's pricing which is attached as Exhibit L.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to the City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to the City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in the Project Specifications,

Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

3. **CONTRACT AMOUNT AND VALUE OF DONATION:**

a. **CONTRACT AMOUNT.**

City shall pay Contractor **one hundred and eighty-seven thousand dollars (\$187,000.00)** for Contractor's completion of the Project in accordance with the requirements and terms and conditions set forth in this Contract. If this Contract Amount is less than Fifty Thousand Dollars (\$50,000.00) and is amended in the future to exceed Fifty Thousand Dollars (\$50,000.00), then Contractor shall obtain payment and performance bonds in an amount not less than the contract amount and bonds shall be in compliance with Missouri statutes and the Code of Ordinances for the City of Columbia, Missouri.

The Contract Amount is subject to final determination of Work performed at unit prices set forth in Contractor's Proposal and Pricing submitted by Contractor. Unless otherwise stated elsewhere in the Contract Documents, the quantities of unit price Work set forth in Contractor's Proposal and Pricing are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount and the determination of the actual quantities and classifications of unit price Work performed will be made by City and final payment for all unit price items set forth in Contractor's Proposal and Pricing will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Proposal and Pricing IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Proposal and Pricing. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Proposal and Pricing.

b. **VALUE OF DONATION:** Contractor agrees to donate labor and materials in the amount of fifty thousand dollars (\$50,000.00) for the construction of the substructure, including grading, H-Piles, concrete and rebar.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to

Proceed and complete the Work within **three hundred and sixty-five (365)** calendar days from the date of the Notice to Proceed. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to complete the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by the City under Change Order.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction of **one hundred dollars (\$100.00)** per calendar day will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth herein. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Work within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work as set forth herein. Permitting Contractor to continue and finish to work or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.
6. **BONDING:** In the event Contractor's bid is Fifty Thousand Dollars (\$50,000.00) or more when Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance. If required as a part of this Contract, Contractor's Performance Bond is attached as Exhibit D and Contractor's Labor and Material Payment Bond is attached as Exhibit E.
7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.

- b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor

shall indemnify and hold harmless the City of Columbia, 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 subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts 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 City of Columbia from its own negligence.

9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the city, county, state, and nation as apply to the work herein outlined.
10. **PAYMENTS:** Contractor will be allowed payment in accordance with the following schedule. This section describes the method of payment only and does not alter the Contract Amount established in Section 3, above.
 - a. Not later than thirty (30) days after receipt of invoice, City will pay for the following material and Work, less any offsets or deductions authorized in this Contract or otherwise authorized by law:
 1. Duly certified payments for materials delivered/stored on the Project site (or other City approved storage site with such written assurances as required by the City). The payment for material shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor; and
 2. Work performed by Contractor at the Project site during the preceding calendar month.
 - b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia from all further claims, which certificate, if applicable, must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment as set forth in Exhibit G to the City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment. The acceptance by Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract; further, the acceptance by Contractor of final payment shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract.
 - c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the Work.
 - d. Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project.

To each of his subcontractors, not later than the 15th day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by its subcontractor, to the extent of each subcontractor's interest therein.

- e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
 - 1. Unsatisfactory job progress;
 - 2. Defective Work;
 - 3. Failure to make payments to subcontractors or suppliers;
 - 4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Contract Amount;
 - 5. Damage by Contractor or subcontractors or suppliers to property of City or others;
 - 6. Contractor's breach of this Contract; or
 - 7. Contractor's failure to provide requested documentation.

- f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

- 11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Contract Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor; or
- b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
- c. On a cost-plus limited basis not to exceed a specified limit.

Where such prices or sums cannot be agreed upon the work shall be done upon a force account basis if so ordered by the Engineer.

- 11.1 **Force Account.** City may require the work to be done by force account, only when expressly directed in writing by the Engineer and in no other instance whatsoever for any determination of contract adjustments for any work performed on the project, whether claimed under the Contract, for breach of the Contract, arising from a claimed representation by which the Contract was induced or any other basis. All extra work done on a force account basis will be paid for in the following manner:

Labor. For all lead workers and laborers, Contractor will receive the rate of wage paid for each hour that said lead workers and laborers are engaged in the force account work.

Contractor will receive the actual costs paid to, or on behalf of, employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract applicable to the classes of labor employed on the work.

An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead) of the sum of the above items will also be paid the Contractor.

Insurance and Taxes. For property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor will receive the actual cost paid, to which no percentage will be added.

Material. For material accepted by the Engineer and used, the Contractor will receive the actual cost of such material delivered on the work, including transportation charges paid (exclusive of equipment rentals as hereinafter set forth), to which cost ten (10) percent (five (5) percent profit and five (5) percent overhead) will be added. For all material used in connection with, but not entering permanently into the work, reasonable depreciation will be allowed.

Equipment. For only that Contractor-owned equipment necessary to accomplish the force account work, including all fuel and lubricants, tires and repairs, the Contractor will be allowed an hourly rate equal to the monthly rental rate divided by 176 hours as set out in the Rental Rate Blue Book for Construction Equipment on file in the Office of the Secretary of the Commission at the time the work is begun. The allowed rates will be the rate adjustment factor multiplied by the base hourly rates multiplied by the regional adjustment factor, plus the estimated operating cost per hour. The allowed time will be the actual operating time on the work. For the time required to move the equipment to and from the site of the work and any authorized standby time, the rate will be fifty (50) percent of the hourly rate after the actual operating costs have been deducted. All allowed

time shall fall within the authorized working hours for such extra work. No payment will be allowed for time elapsed while equipment is broken down or being replaced. The hourly rental rates will apply only to equipment that is already on the job. If the actual unit of equipment to be used is not listed in the schedule, the rate listed for similar equipment with the approximate same initial cost shall be used. Equipment to be used and all prices shall be agreed upon in writing before such equipment is used. An amount equal to 10 percent (5 percent profit and 5 percent overhead) of the sum of these items will also be paid to Contractor. Whenever it is necessary for the Contractor to rent equipment, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies. All prices shall be agreed upon in writing before such equipment is used.

Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided. No allowance will be made for any consequential loss of profit or production, actual or anticipated because of any force account. Jobsite and home office overhead expenses shall be considered fully compensated by the payments provided in this section.

Subcontracted Work. For administration and all overhead costs in connection with approved subcontract work, the Contractor will receive an amount equal to five percent of the actual cost of the subcontracted work. The Engineer has the authority to require alterations in the equipment and labor force assigned to force account work, to limit authorization of overtime work to that normally used on a project for work of similar nature or to require overtime work when an emergency exists, and to require the cessation of force account work when adverse conditions seriously limit productivity.

Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of material, prices and extensions.
- (d) Transportation of material.
- (e) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security.

Statements shall be accompanied and supported by receipted invoices for all rental equipment, material used and transportation charges.

If material used on the force account work is not specifically purchased for such work but is taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such material was taken from Contractor's stock, that

the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Compensation. Each day the Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis. Two copies of these records will be made by the Engineer on forms provided by the City, and the copies shall be signed at the end of each day by both the Engineer and the Contractor, one copy to be retained by the Engineer, and one copy to be retained by the Contractor. The total payment made, as provided in this section shall constitute full compensation for such work.

12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If the Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the City. The Contractor shall indemnify, defend and save harmless the City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety, if applicable, has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Contractor is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on the Project or with respect to any payment for materials, tools, and other expendable equipment used on the Project. Any subcontractor performing work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor's application for final payment.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect its own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
21. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and

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

22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work is accepted by the Engineer, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at its own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. The City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release the Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by the City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

23. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
24. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
25. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to Contractor and, if applicable, the

Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction of the Engineer the fault specified in said notice, or, if applicable, the Surety does not proceed to take over the work for completion under the direction of the Engineer, City shall have full power and authority, without impairing the obligation of Contract or, if applicable, the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and, if applicable, Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or, if applicable, Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and, if applicable, Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the goods or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

26. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
- a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
 - c. Complete on schedule such part of the work as will not be terminated by termination letter.
27. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. Unless the project is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo., this Contract shall be based upon payment by

Contractor and its subcontractors 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 Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

In the event prevailing wages are required to be paid in connection with this project, Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

In the event prevailing wages are required to be paid in connection with this project, pursuant to Section 290.250 RSMo. Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates for any work done under said contract, by the employee or by any subcontractor under the employee. After completion of the work and before final payment can be made under this Contract, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

28. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo., if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

29. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED: Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor 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. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Project.

30. **MISSOURI ANTI-DISCRIMINATION AGAINST ISRAEL ACT:** To the extent required by Missouri Revised Statute Section 34.600, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
31. **SPECIFICATIONS:** Contractor shall perform all work on this Project in accordance the requirements set forth in the Scope of Work, Plans and Project Specifications which are attached as Exhibit A.
32. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
33. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
34. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
35. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
36. **NOTICES:**

- a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

IF TO CITY:

City of Columbia
 Parks and Recreation Department
 P.O. Box 6015
 Columbia, MO 65205-6015
 ATTN: Director

IF TO CONTRACTOR:

EMERY SAPP & SONS, INC.
2301 1-70 Drive NW
Columbia, MO 65202
ATTN: Dave Nichols

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.
- c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.

37. COUNTERPARTS AND ELECTRONIC SIGNATURES:

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

38. CONTRACT DOCUMENTS: The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	City's Scope of Work, Plans and Project Specifications
B	None – reserved for future use
C	None – reserved for future use
D	Contractor's Performance Bond
E	Contractor's Labor & Material Payment Bond
F	Contractor's Insurance Certificate
G	Contractor's Affidavit for Final Payment
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit

L Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

39. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on this Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account 44008850-604990 00686 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By: _____
Director of Finance



EMERY SAPP & SONS, INC.

By: _____
Name: Jesse Hinton

Title: AVP

Date: 11/05/2024

ATTEST:

By: _____
Name: Nolan E Jones

EXHIBIT A

City's Scope of Work, Plans/Project Specifications

Exhibit A - Scope of Work

Flat Branch Park

Bridge Materials and Installation

Project Description:

The project consists of material and construction services for a new bridge proposed at Flat Branch Park, 101 S. Fourth St., Columbia, MO 65201. The bridge will connect the existing Flat Branch Park phase 1 to a third phase of Flat Branch Park that fronts on Providence Road and the recently completed park at the southeast corner of Broadway and Providence Roads. The project will include building end walls, providing and setting the steel bridge, pouring the concrete deck, and completing connections to existing walks in Flat Branch Park phase 1.

Project Manager contact for the City of Columbia is Zach Nikin, Park Services Manager.

A. Scope of Work:

- 1.0 The general Work under this Contract includes construction of end wall abutments, a new pedestrian bridge, retaining walls and connecting walkways.
- 1.1 Project coordination, preliminary site investigation, submittal requirements, general administrative duties, scheduling and product shipping and handling are considered incidental to the contract and no direct payment will be made for this work. Additional work items to be considered incidental to the construction shall include, but not be limited to: tree protection, temporary access, utility protection/coordination, and construction site clean-up. Any other additional work necessary to complete the project shown in the Plans shall be considered as a subsidiary obligation of the Contractor and covered under the other contract items.

B. Scheduling and Inspection of Work:

- 1.0 Allowable work hours for the project are established as 7:00 AM to 7:00 PM, Monday through Friday, and 9:00 AM to 5:00 PM on Saturday. Under no circumstances will work be allowed on Sundays. Any work done at any other time must be scheduled with and approved by the City at least two (2) working days prior to commencing such work.
- 2.0 Prior to starting any work, the Contractor must submit a work sequencing schedule to the City of Columbia. The schedule must include anticipated duration of closures to the existing Flat Branch Park. All duration of closures shall be minimized to the extent possible. This schedule will be used to communicate the order of construction with Park users.
- 3.0 The City will provide a testing agency to perform quality control testing as described on the plan set as well as limited construction observation during the course of construction. In all cases, the Contractor shall notify the City or City's representative sufficiently in advance of operations to provide for suitable inspection of the work performed by the Contractor. Once work is scheduled, the Contractor shall notify the City or City's representative as soon as practical for any postponement due to the weather, material or other circumstances. Neither the presence nor lack of construction observation shall

relieve the Contractor of the responsibility of completing the work in full compliance with the plans and specifications.

4.0 The Contractor shall be responsible for submitting copies of materials certificates signed by materials producer, certifying that each material item complies with, or exceeds, required specifications. All materials shall be accepted by the City or City's representative as a condition of the release of final payment.

C. Construction Sequencing:

1.0 Description. Work under this section pertains to the sequencing of construction activities for the installation of the new pedestrian bridge.

2.0 The Contractor shall maintain access and usability to the existing Flat Branch Park to the extent possible. It is understood that the existing park may need to be closed to allow for the construction access and movement of material and equipment; however, this duration shall be limited to the extent possible.

3.0 The Contractor shall supply a safety barrier between the existing park and the proposed pedestrian bridge work site through the use of orange temporary construction fencing or other methods deemed necessary by the Contractor. The fencing shall be maintained throughout the duration of the construction activities unless otherwise directed by the engineer.

D. Jobsite Access:

1.0 Access. The Contractor shall phase the work according to the schedule submitted to and approved by the City prior to construction start as indicated in these Job Special Provisions.

1.1 At the pre-construction meeting, the Contractor shall supply the City or City's representative with anticipated access to the project site location.

1.2 For the Contractor's information:

1.2.1 The Contractor may access the location via the Fourth St. from the south and the City owned property on Providence Road from the north. Access times and temporary road closures shall be coordinated with the City in accordance with these Job Special Provisions.

1.2.2 Should the Contractor have alternative suggestions for access points to the job site, the Contractor must provide a written description of preferred access locations, with maps showing the access points and pathways, to the City for approval.

1.3 The Contractor is responsible for supplying all temporary materials as needed to access the site. Upon completion of the project, these temporary materials shall be removed, and the site shall be restored in kind to its original condition.

1.4 All temporary materials used for access will be the responsibility of the Contractor and shall be included in as incidental to the contract. No separate payment will be made for the placement, maintenance, or removal of said access.

1.5 The Contractor shall maintain, restore, and or repair concrete walkways, vegetation, grass areas, and other improvements that are damaged caused by the Contractor's and/or Subcontractor's work.

E. Storage of Equipment:

1.0 Prior to the start of construction and/or at the pre-construction meeting, the Contractor and the City shall agree to the anticipated location for equipment and material storage.

F. Job Site Clean-up:

1.0 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. Stockpiled material shall comply with the Storage of Equipment Specification within this document.

2.0 At the end of each workday the Contractor shall pick up the work site to a satisfactory condition.

3.0 At the completion of construction, the Contractor shall remove all remaining waste materials from the project as well as all tools, construction equipment, machinery and surplus materials, and shall not fully demobilize from the jobsite until given final approval from the City or the City's representative.

G. Tree Protection:

1.0 **Description.** This work shall consist of all labor and materials necessary to protect all existing trees, bushes and shrubs outside of the limits of construction.

2.0 **General Requirements.** The Contractor throughout the entire duration of construction of the project shall protect and limit any construction activities outside the limits of construction as shown on the plans. Damaged trees, bushes and shrubs beyond the limits of construction shall be replaced at the Contractor's cost. The following activities shall be prohibited within the limits of construction: stockpiling of construction material, debris, soil, and mulch; and attaching anything to tree trunks or use of equipment that causes injury to any tree not designated for removal.

H. Erosion and Sediment Control:

1.0 **Description.** It shall be the responsibility of the Contractor to provide all temporary erosion control measures necessary to control pollution, sedimentation, and/or erosion caused by the Contractor's activities. Work under this item shall conform to the applicable provisions of the City of Columbia's Stormwater Design Manual, latest edition. The temporary pollution control provisions contained herein shall be coordinated with the erosion control features specified on the plans to the extent practical to assure economical, effective and continuous erosion control throughout the construction and

post-construction periods.

2.0 Construction Requirements. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in its accepted schedule. Under no conditions shall the amount of surface area of erodible earth material exposed at one time by excavation, borrow or fill in the project limits exceed 43,560 square feet (1 Acre).

I. Damaged Items and Property:

1.0 The Contractor shall take all necessary steps not to damage any City of Columbia or adjacent private property. It will be the Contractor's responsibility to inventory existing conditions of the project site and adjacent private property for documentation purposes. If the contractor needs to access the adjacent private property they will have to arrange permission for access. Any damaged property will be the responsibility of the Contractor to repair at the contractor's expense.

J. ADA Compliance and Final Acceptance:

1.0 The Contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) and the Public Right-of-Way Accessibility Guidelines (PROWAG), latest edition; during construction of pedestrian facilities on public rights of way for this project.

2.0 It is encouraged that the Contractor monitors the completed sections of the work for compliance with ADA requirements. Completed facilities must comply with the requirements of ADA.

3.0 Final Acceptance of Work. ADA improvements require final inspection and compliance with the ADA requirements. Upon final inspection, if any component of the constructed pedestrian facility is found to be out of ADA compliance it shall be the Contractor's responsibility to make any necessary adjustments to items deemed non-compliant, or as directed by the Engineer.

K. Bridge Requirements:

Abutment Design and site work has been completed by Allstate Engineers. See attached plans.

Bridge Specifications:

PART 1 – GENERAL

1.01 SCOPE

- A. The Bridge Manufacturer shall be responsible for designing, detailing, fabrication and delivery of the Steel Stringer Recreation Bridge superstructure.
- B. Substructures shall be constructed in accordance with the plans and specifications.

1.02 UNIT PRICES

- A. Payment for "Design/Supply Steel Stringer Recreation Bridge" shall be compensation in full for all costs of design, supply, fabricating, and delivery for recreation bridge superstructure.

1.03 REFERENCES

- A. AASHTO LRFD Bridge Design Specifications, current edition and interims
- B. AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, current edition
- C. American Welding Society (AWS), Structural Welding Code, D1.1, current edition
- D. American Institute for Steel Construction (AISC), Steel Construction Manual, current edition

PART 2 - DESIGN

2.01 STEEL STRINGER RECREATION BRIDGE

- A. Recreation bridge shall be "Steel Stringer Recreation Bridge"
- B. Bridge shall be of steel stringer design with cast-in-place concrete deck.
- C. Design shall be in accordance with AASHTO specification, all current interims and the following criteria:
 - 1. Bridge dimensions:
 - a. Single span = 65' As measured from end to end of deck.
 - b. Clear width = 8' As measured between inside faces of railing.
 - c. Total rail height shall measure at least 42" above deck surface and meet AASHTO dimensional and structural requirements.
 - d. Rail posts shall be extended for architectural roof rafters. 8' vertical clearance shall be provided under roof rafters.
 - 2. All dead loads, applied dead loads, live loads, and wind loads as specified in the AASHTO specification.
 - 3. Live loads:
 - a. 90 psf pedestrian load.
 - b. Applied separate from to pedestrian load, 5000 lb vehicle, (2) 2500 lb axles at 4' on-center. GVW positioned to produce the maximum load effect.
 - c. Point Load = 1000 lbs plus 33% impact, applied at a single point.
 - d. Lateral Wind Load = 35 psf on the full height of the bridge as if enclosed.
 - e. Uplift Wind Load = 20 psf applied at the windward quarter point of the bridge width.
 - f. A uniform live load of 30 psf shall be applied to the entire roof surface to accommodate for possible future roof added to rafters.
 - 4. Deflection requirements according to AASHTO.
- D. The orientation of the safety rail elements shall be vertical.
- E. Vertical safety rails shall contain a 3.5" sphere.

- F. Railing shall include a 3.5" minimum toe rail located no more than 2" clear above the deck. Toe rails shall be designed per AASHTO as horizontal rails.
- G. Design and materials for connection of superstructure to substructure shall be included with the superstructure and compatible with substructure design.
- H. Design the bridge for expansion and contraction with a temperature range of -40° F to 110° F.
- I. Anchors shall be of the drilled type, installed with a chemical adhesive system, except that when design forces exceed the strength of typical chemical systems, cast-in-place anchors may be used. Anchor systems shall be designed and supplied by the Bridge Manufacturer.
- J. Bearing elevations, structure depth, clearance and profile grade must conform to site conditions.
- K. Cast-in-place concrete deck
 - 1. Deck shall be designed as cast-in-place reinforced concrete using 4000 psi normal weight concrete, stay-in-place galvanized metal decking with steel side and end dams.
 - 2. Upper and lower layers of longitudinal reinforcement are required. One layer of transverse reinforcement shall be provided when the deck thickness above ribs is less than six inches, and two layers when six inches or greater. Reinforcing bars shall be placed 2" min clear to top surface, and 1" min clear to all other surfaces or forms.
 - 3. Consideration of composite action from the metal form is prohibited. Concrete and reinforcement in troughs may be considered as contributing the strength of the deck when it can be shown this assumption is valid.
 - 4. Metal forms shall be designed for a construction live load of either 20 psf or a 200 lb point load. Dead load deflection due to wet concrete shall be limited to $L/180$ and $3/4"$.

PART 3 – MATERIALS

3.01 STRUCTURAL STEEL

- A. Structural steel material shall be cold-formed welded and seamless high strength, low-alloy structural tubing with improved atmospheric corrosion resistance meeting the requirements of ASTM A847, and plates and structural shapes meeting the requirements of ASTM A588 with a minimum corrosion index of 6.0 per ASTM G101.
- B. Minimum thickness of HSS members shall be $1/4"$. Minimum thickness for other rolled sections shall be $5/16"$, except the web thickness of rolled beams or channel shall not be less than $1/4"$ as per AASHTO. Railing members are not subject to minimum thickness requirements.

3.02 HARDWARE

- A. Splices for truss members, bracing, and floor beams, when used, shall be made with ASTM A325 or A490 high strength bolts. Type III bolts shall be used with weathering steel. Other splices shall be made with the above-mentioned material or ASTM A307.
- B. All hardware (other than Type III high strength) shall be hot-dip galvanized in accordance with ASTM A153.
- C. Anchor bolts shall conform to ASTM A307, A193, or F1554

3.03 CAST-IN-PLACE CONCRETE DECK

- A. Concrete shall be normal weight and 4000 psi.
- B. Galvanized metal deck pans shall be 20 gage (minimum).
- C. Aspects of concrete work, including but not limited to material properties, mix designs, plant and field quality control, and rebar placement including support and tying, shall be governed by AASHTO unless specified otherwise.
- D. Reinforcing bars, when used, shall conform to AASHTO M31, M42, or M53, grade 60.

3.04 OTHER MATERIALS

- A. Cementitious non-shrink grout, when applicable, shall meet ASTM C-1107, 7000 psi minimum.
- B. Materials not specified shall conform to applicable ASTM or AASHTO specifications.

PART 4 – SUBMITTALS

4.01 SEALED PLAN

- A. A detailed bridge plan and supporting calculations sealed by a Professional Engineer registered in the State of Missouri and experienced in steel bridge design shall be submitted to the Owner after award of contract.
- B. The bridge plan shall be unique and include all design details and all details necessary for the fabrication and installation of the bridge superstructure. Details of individual fabricated pieces are not required.
- C. Structural calculations for the design of the bridge superstructure shall include complete design, analysis and code checks.

4.02 MATERIAL CERTIFICATION

- A. The manufacturer shall be regularly engaged in the production of the specified product or item and be able to furnish independent records or references of competence and satisfaction of this fact upon the request of the Owner.
- B. All structural steel shall be melted and manufactured in the United States of America. Mill certifications must be provided for all heat numbers.

PART 5 – WORK PERFORMANCE

5.01 BRIDGE MANUFACTURER

- A. Bridge Manufacturer shall be currently certified by the AISC to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel. Certification shall be maintained for Certified Bridge Fabrication – Intermediate (Major) with Fracture Critical Endorsement as set forth in the AISC Certification Program.

5.02 WORKMANSHIP

- A. Workmanship shall be first class throughout.
- B. Concrete decks shall be rough broomed transversely.
- C. Metal decking shall be secured with fasteners or welds as recommended by the decking manufacturer.
- D. Where water collection inside of structural tubing is possible during construction or service, weep holes shall be provided at low points.

5.03 WELDING

- A. Welding and weld qualification tests shall conform to the provisions of AWS D1.1. The flux core arc welding (FCAW) process with similar weathering characteristics as the base material shall be used.
- B. Welding operators shall be properly accredited experienced operators. Each shall have certification of satisfactorily passing AWS standard qualification test(s) and have demonstrated the ability to make acceptable welds of the type required.
- C. Nondestructive weld testing is required. Testing will be performed by a qualified ASNT Level II Technician or greater and paid for by the Bridge Manufacturer. All welds are to be 100% visually inspected. Ten percent (10%) of all differing fillet and partial penetration welds shall be magnetic particle tested. For arch type bridges, 100% of end of top chord to bottom chord connections shall be tested. Full penetration shop welds shall be Ultrasonic tested in accordance with AWS D1.1; Section 6. Base material certifications are to be supplied by the material suppliers. Inspection test results shall be available on request.

5.04 ABRASIVE BLASTING/PAINTING

- A. Steel stringers shall be unpainted and self-weathering. Exterior stringers with surfaces seen from the deck and from alongside the structure, shall be blast cleaned in accordance with SSPC: The Society for Protective Coatings Specifications, latest edition, (SSPC - SP 7) Brush-Off Blast Cleaning.

- B. Steel railposts, railing and rafters to be blast cleaned in accordance with SSPC: The Society for Protective Coatings Specifications, latest edition, (SSPC - SP 10) Commercial Blast Cleaning and painted with a 3 coat system (zinc rich primer, epoxy mid & top coat). Paint color determined by Owner.

5.05 DELIVERY

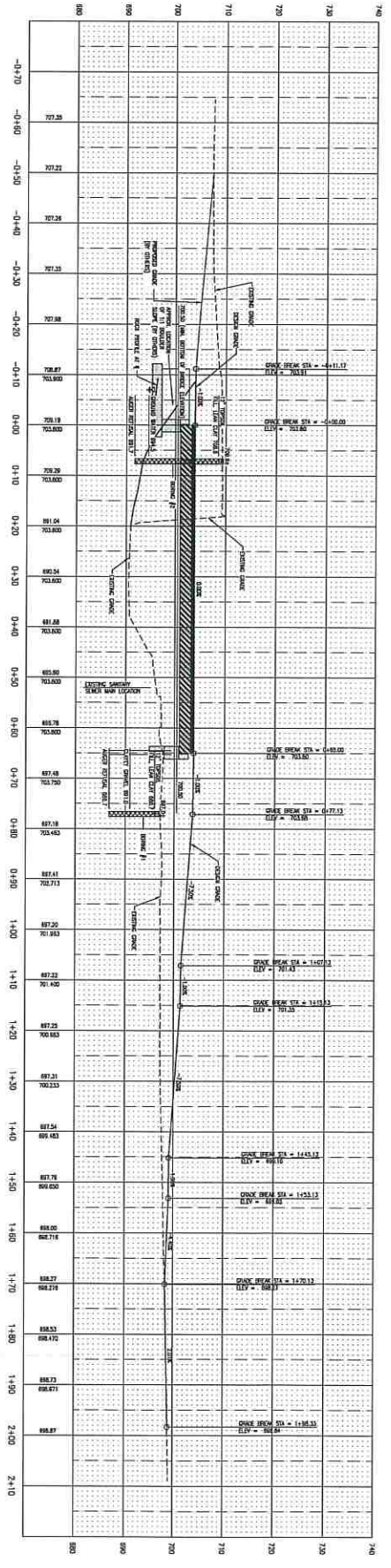
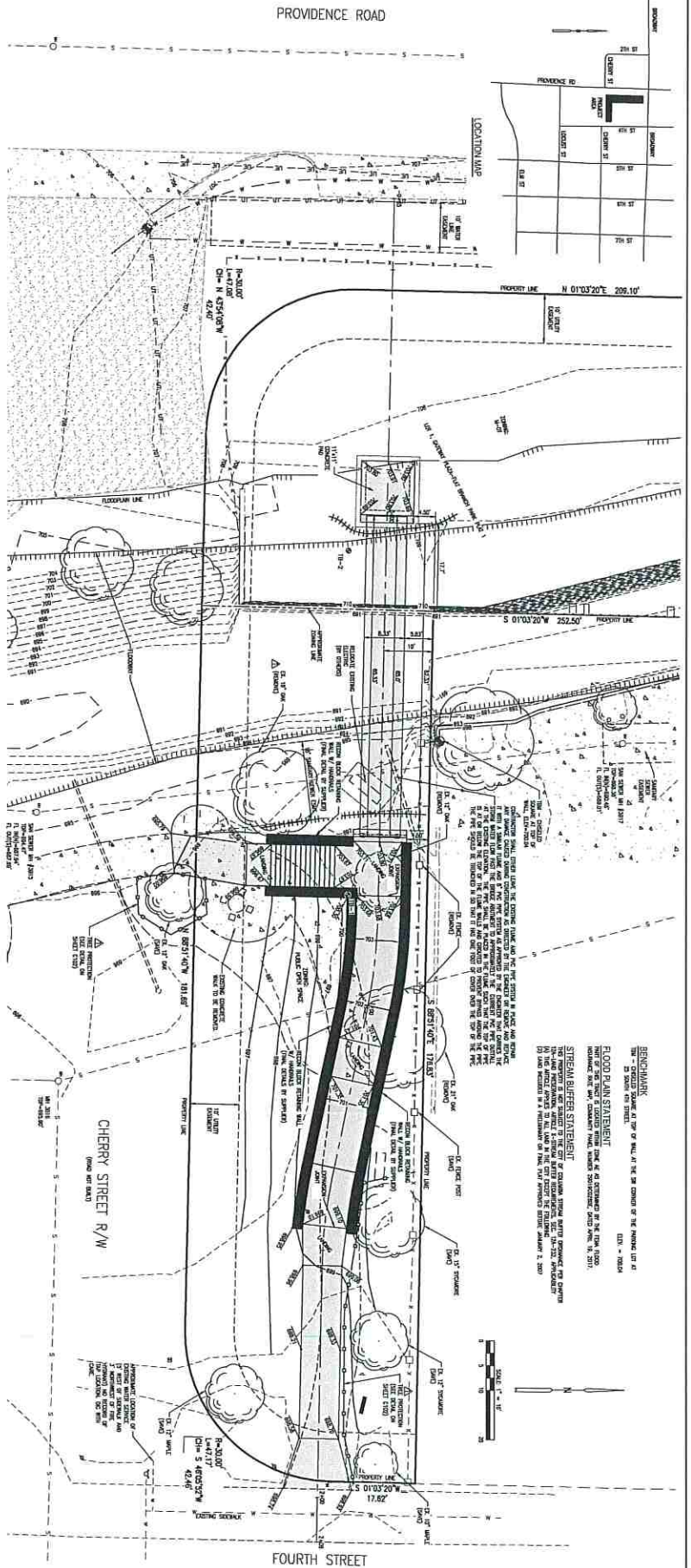
- A. Materials to include delivery to jobsite after approval of plan.
- B. The Contractor shall coordinate with the Bridge Manufacturer in the delivery and erection schedule.
- C. Delivery to the job site will be by trucks by means of good haul roads unless specified otherwise.

Schedule

Contractor will provide a detailed work schedule and alert the Project Manager when staff will be present at the park. Contractor must complete the project within the timeline requirements as outlined in the contract.

Completion of Project

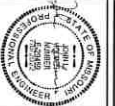
The contractor and a representative from the City of Columbia shall meet on site to verify completion of the project.



REVISIONS:
 1. REVISED AT 10' OF HORIZ. DIST. AT THE END OF THE BRIDGE LOT AT
 25 SOUTH 6TH STREET.
FLOOD PLAIN STATEMENT:
 THIS BRIDGE IS NOT A FLOOD CONTROL STRUCTURE. THE DESIGN OF THE BRIDGE IS BASED ON THE FLOOD PLAIN MAP OF THE CITY OF COLUMBIA, MISSOURI, DATED 1977.
STREAM BUFFER STATEMENT:
 THE BRIDGE IS NOT A FLOOD CONTROL STRUCTURE. THE DESIGN OF THE BRIDGE IS BASED ON THE FLOOD PLAIN MAP OF THE CITY OF COLUMBIA, MISSOURI, DATED 1977.
 THE BRIDGE IS NOT A FLOOD CONTROL STRUCTURE. THE DESIGN OF THE BRIDGE IS BASED ON THE FLOOD PLAIN MAP OF THE CITY OF COLUMBIA, MISSOURI, DATED 1977.

PLAN & PROFILE VIEW
COLUMBIA PARKS & RECREATION
FLAT BRANCH PEDESTRIAN BRIDGE
 COLUMBIA, MISSOURI

ALL STATE CONSULTANTS
 210 UNION BENTLEY BUILDING
 COLUMBIA, MISSOURI 65201
 572-3333
 www.allstateconsultants.com

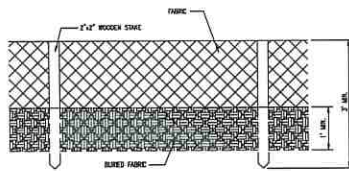


DATE: 3-29-2011
DESIGNED BY: S-2-2011
CHECKED BY: S-2-2011
SCALE: 1"=40'-0"

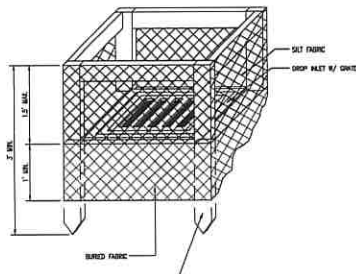
PROJECT: FLAT BRANCH PEDESTRIAN BRIDGE
JOB NUMBER: 200901.01
DATE: 1-10-11
SHEET: C101

C101

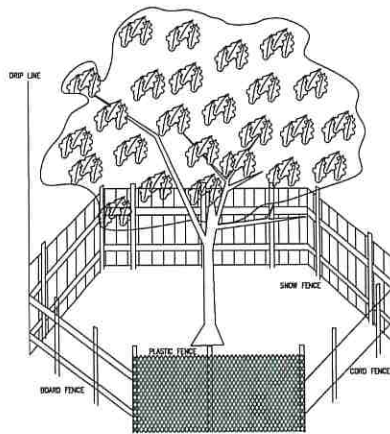
© 2011 All State Consultants, Inc. All rights reserved. This drawing is the property of All State Consultants, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of All State Consultants, Inc.



SILT FENCE INSTALLATION
N.E.S.



SILT FENCE AT INLET
N.E.S.



MINIMIZE TRAFFIC NEAR DRIP LINE TO AVOID HARM TO TREE.
CHECK FOR SENSITIVITY OF SPECIES BEFORE CONSTRUCTING FENCE.

MINIMIZE TRAFFIC WITHIN THE DRIP LINE.
CHECK FOR SENSITIVITY OF TREE BEFORE CONSTRUCTION.

TYPICAL TREE PROTECTION
N.E.S.

EROSION CONTROL NOTES

1. - - - - - DENOTES FABRIC OF STORMWATER SEDIMENT BARRIER.
2. - - - - - DENOTES TEMPORARY DIVERSION BEYOND DIRECTION OF FLOW.
3. NATURAL DRAINAGE COVER WILL BE MAINTAINED WHERE POSSIBLE.
4. EROSION CONTROL STRUCTURES TO BE INSTALLED AT LOCATIONS DETERMINED AT END OF EACH DAY WHERE PRACTICAL.
5. EROSION CONTROL STRUCTURES TO REMAIN IN PLACE UNTIL SITE IS STABILIZED.
6. PROVIDE EROSION CONTROL AROUND ANY SOIL STOCKPILE AREAS.
7. EROSION CONTROL STRUCTURES SHOULD BE FIELD MODIFIED TO ACCOMPLISH DESIRED RESULTS.
8. ALL STRUCTURES MUST BE STABLE AND NON-PROGNE WITHIN THE LESSEOR OF 30 WORKING DAYS OR 100 GALERIES INTO WATER COMPLETE OF THE WORK AUTHORIZED BY THE LAND DISTURBANCE PERMIT.
9. CONTRACTOR SHALL MAINTAIN RESPECT ALL EROSION CONTROL STRUCTURES FOR CONDITION AND UTILITY. DAMAGED STRUCTURES SHALL BE ADJUSTED OR RECONSTRUCTED.
10. THIS PLAN SHALL BE MAINTAINED AND UPDATED AS APPROPRIATE DURING THE TERM OF THE LAND DISTURBANCE PERMIT. IF A CHANGE, MODIFICATION, OR IMPROVEMENT OF ANY KIND IS MADE TO THE DESIGN OF THE CONSTRUCTION PROJECT, THE QUALITY OF THE STORM WATER TREATMENT SHALL BE MAINTAINED. IF THE QUALITY OF THE STORM WATER TREATMENT IS SIGNIFICANTLY AFFECTED, THE QUALITY OF THE STORM WATER TREATMENT SHALL BE MAINTAINED. IF THE QUALITY OF THE STORM WATER TREATMENT IS SIGNIFICANTLY AFFECTED, THE QUALITY OF THE STORM WATER TREATMENT SHALL BE MAINTAINED.
11. PROVIDE AT LEAST ONE (1) TEMPORARY DIVERSION CONSTRUCTION ENTRANCE IN ACCORDANCE WITH SECTION 103.3.1.0 OF THE CITY OF COLUMBIA'S STORM DRAINAGE DESIGN MANUAL.
12. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED IN CONFORMANCE WITH THE CITY OF COLUMBIA'S STORM DRAINAGE DESIGN MANUAL AND CHAPTER 12-4 OF THE ORDINANCES OF THE CITY OF COLUMBIA.

ENVIRONMENTAL STATEMENTS

1. SUBSTANCES REGULATED BY FEDERAL LAW UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OR THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA) WHICH ARE TRANSPORTED, STORED OR USED FOR MAINTENANCE, CLEANING OR REPAIRS SHALL BE MAINTAINED ACCORDING TO THE PROVISIONS OF RCRA AND CERCLA.
2. ALL PAINTS, SOLVENTS, PETROLEUM PRODUCTS AND PETROLEUM WASTE PRODUCTS (EXCEPT FUELS AND STORAGE CONTAINERS SUCH AS DRUMS, CANS OR CARTONS) SHALL BE STORED SUCH THAT THESE MATERIALS ARE NOT EXPOSED TO STORM WATER. SURFACE PROCESSES OF SPILL PREVENTION, CONTROL AND MANAGEMENT SHALL BE PROVIDED TO PREVENT ANY SPILLS OF THESE POLLUTANTS FROM ENTERING A WATER OF THE STATE. ANY EMERGENCY SPILL LEAK TO AVOID THIS REQUIREMENT SHALL BE IDENTIFIED AS MATERIALS COMPATIBLE WITH THE SUBSTANCES CONTAINED AND SHALL ALSO PREVENT THE CONTAMINATION OF ENVIRONMENT.
3. THE APPLICANT SHALL NOTIFY BY TELEPHONE AND IN WRITING THE DEPARTMENT OF NATURAL RESOURCES, WATER POLLUTION CONTROL PROGRAM, POST OFFICE BOX 1018, JEFFERSON CITY, MO 65116, 1-800-251-4876, OF ANY OIL SPILLS OF HAZARDOUS SUBSTANCES ARE FOUND DURING THE PRESCRIPTION OF WORK UNDER THIS PERMIT.



MISSOURI STATE CERTIFICATE OF AUTHORITY #020709004

STATE OF MISSOURI, DEPARTMENT OF REVENUE, DIVISION OF REVENUE

EROSION CONTROL NOTES AND DETAILS
COLUMBIA PARKS & RECREATION
FLAT BRANCH PEDESTRIAN BRIDGE
COLUMBIA, MISSOURI



DATE: 3-29-2022
REVISED: 3-25-2022, 7-4-2022

JOB NUMBER: 20000.01
SCALE: NOT TO SCALE

SHEET: C102

STRUCTURAL DESIGN CRITERIA AND GENERAL SPECIFICATIONS

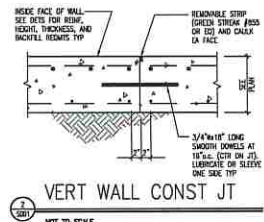
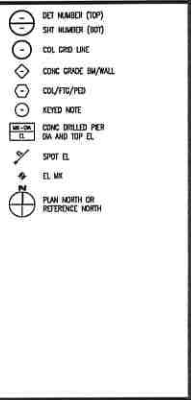
- 1. Design Specifications:**
- A. **ASD/SD 1.700 Bridge Design Specifications, current edition and addenda**
- B. **ASD/SD 1.700 Guide Specifications for the Design of Pedestrian Bridges, current edition**
- C. Pedestrian bridge reactions were estimated. Minimum estimated reactions shall be less than or equal to those shown below when subjected to the required code design loads. If calculated reactions are higher, the contractor shall be responsible for the low cost but for the savings of the foundation system. If the contractor was a third party for redesign, the contractor is responsible for the cost of the new foundation design by the engineer.
- 2. Pedestrian Bridge Design Loads:**
- Future road dead load = self-weight and any other permanent loads
 - Road dead load = self-weight and any other permanent loads
 - Future rail bed load = 20 psf
 - Future live load:
 - 50 psf
 - 5,000 lb vehicle - (2) 2,000 lb axle at 4'-0" o.c.
 - 3,000 lb point load in addition to the design vehicle
- 3. Wind loading by pedestrian bridge designer**
- F. The abutments were designed for the following estimated bridge reactions:**
- Vertical unfactored loads each abutment (2 per span)
 - Dead = 30,000 lb
 - Live = 23,400 lb
 - Vehicle = 4,200 lb
 - Future Road Live = 4,320 lb
 - Windward = -12,000 lb
 - Leeward = 10,120 lb
 - Horizontal unfactored loads each abutment (2 per span)
 - Dead = 10,000 lb
 - Live = 10,000 lb
 - Longitudinal unfactored loads each abutment (2 per span)
 - Dead = 5,100 lb
- 3. Foundation Design:**
- Use not otherwise noted bearing = 5,000 psf
 - Active lateral earth pressure = 100 psf
- 3. Geotechnical Data and Foundation System (Division 32)**
- A. The following information is from the latest means or bridge substructure conditions and geotechnical recommendations dated 7-28-2021.
- Concrete bearing on weathered limestone are designed for a resistance not less bearing capacity of 5,000 psf for new installed and continuous footings.
 - Concrete (6) (Division 10) shall be provided beneath the rock bearing elevations and bottom of footing level as required.
 - Rock removal (if required) by blasting is not considered an acceptable method for this project.
 - Site safety, excavation support, temporary slopes and shoring are the contractor's responsibility. Contractor shall provide what site excavations or earth and/or steel lagging, shoring, piling, and such additional means as are necessary to develop sites and maintain any structures for placement of mud mats, steel reinforcement and concrete foundations.
 - Crushed stone/gravel for reference shall be the following or equivalent:
 - Base rock, ASTM D2950, with at least 95 percent passing # 1 & less and not more than 8 percent passing # 200 sieve.
 - Drainage course/gravel road, ASTM C33, also #2.
 - All tapered and other unstable bearing material shall be removed. A geotechnical engineer shall inspect the excavated area to ensure all unstable bearing material has been removed.
 - All weathered and fractured rock, level surfaces, and other unsuitable bearing material shall be removed. A geotechnical engineer shall inspect the excavated area to ensure all materials requiring removal have been removed, all necessary surface preparation is performed, and to verify the rock bearing capacity used for design.
 - Final cover from station grade to bottom of footing shall not be less than 2'-0". Foundation systems may require bearing to provide final depth.
 - All walls shall be finished outside the structure/finish side using compacted base rock. This backfill core shall extend 30' off vertical from the base of walls (24" thick) unless noted otherwise. The top two feet of backfill shall be compacted well or base rock.
 - Backfill inside the structure shall be made with compacted base rock or equivalent with a drain system.

- B. Current backfill of holding to a minimum of 95 percent of standard maximum dry density, of a mixture contained between +1 and +4 percent of optimum moisture content for sand and between -1 and +2 percent of optimum moisture content (optimum moisture below) for crushed stone in accordance with ASTM D696 under a geotechnical engineer's supervision unless noted otherwise.
- The foundation system is provided for the load parameters contained herein. This design does not consider or account for the global stability of the site or slopes.
- Drain systems indicated shall be designed around the foundation walls, see foundation plan. This drain system shall consist of a 4" diameter PVC pipe (DRP 20) with 1/4" perforations. The pipe shall be placed with perforations down and enveloped with 24"x24" minimum of drainage course (reduce to 18" deep if stable areas) against the wall wrapped with filter cloth (WRF 140 or equivalent, log system 18' minimum). Place perforated pipe at center and bottom of 24"x24" wrapped drainage course on the top of the footing.
 - Plan into rock will need to be per best. Pre bored holes shall have a minimum inside diameter of at least 10 inches. Provide temporary casing if required.
 - Provided holes shall be filled with steel (five aggregate used in concrete)
 - It is recommended the pile hammer have minimum rated energy of at least 10,000 ft-lb or at least 1,000 ft-lb for each square inch of area in the cross-sectional area of the pile.
 - Pile driving should continue until the design load bearing capacity is obtained as verified by the dynamic pile driving formula utilized in ROST Specifications, Section 702 for bearing piles.
 - If piles are designed for a uniaxial compressive strength of 3,000 psi.
- 3. Submittals:**
- The contractor shall submit to the engineer within 30 calendar days after completion of the pile driving a report containing:
 - The soil hammer data
 - Final pile elevation
 - Driving resistance
 - Final soil and water capacity
- 4. Reinforced Concrete (Division 32)**
- A. Design conform Building Code Requirements for Reinforced Concrete (ACI 318), latest edition.
- 1. National strength:**
- Concrete compressive strength (f'_c) of 28 days:
 - Footings (Exposure Class F2) 3,000 psi
 - Foundation walls/grade beams (Exposure Class F2) 4,000 psi
 - Concrete III (Exposure Class F3) 2,500 psi
 - Slurry (less or more than 1 inch)
 - All concrete unless noted otherwise, shall have a slump of 5" maximum. When water reducing admixture is added to increase concrete slump, concrete shall have a slump of 3" maximum below the admixture is added and if minimum other.
- 2. Air Content:**
- All concrete exposed to weather shall be as indicated per ACI requirements - 5% for 3/4" min aggregate, plus or minus 1.5%.
- 3. Reinforcing steel:**
- Steel and steel ASTM A615, Grade 60 (Fy=60ksi)
- 4. The contractor/producer is required to furnish concrete that is designed to the average strength level that will meet the higher of the f'_c (a) or (b) as specified for structural requirements, (b) value of f'_c associated with the specified exposure classification per ACI 318, or (c) values of f'_c that were developed from compressive strength with water/cement ratio.**
- C. Notes:**
- Placement of concrete and reinforcement shall be in accordance with ACI and CRS standards. Lap or steel continuous bars with Class B or higher per ACI 318 unless noted otherwise. Lap or steel bars 30 bar diameter (4) minimum. (4) minimum. (4) minimum of latching in parenthesis. Provide the following lap or steel bars (based on minimum ACI concrete cover and bar spacing, rounded down, and nearest eighth concrete) unless noted:
 - #2 - 12", #4 - 20", #5 - 24", #6 - 30", #7 - 40", #8 - 48", #9 - 60", #10 - 72", #11 - 84"
 - All reinforcement, anchors, anchor bolts, embed plates, etc. shall be secured in position prior to placing concrete.
 - Reinforcing steel on details for concept only, before CRS placement and code requirements unless noted otherwise.

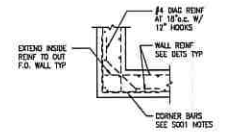
- Furnish the following concrete cover of reinforcing bars unless otherwise on the drawings:
 - Footings/grade beams 3" cover at bottom and sides
 - Walls 2" cover where exposed to soil or weather and 1" where not exposed to soil and weather
 - Anchorages/plates shall not exceed 1/4 the concrete cover (i.e. 3/4" min aggregate for 1" cover)
 - All corners/intersections of all walls, except corner bars 4'-0" long (2'-0" each direction) minimum matching size and spacing of all horizontal bars. See details for larger lengths if required.
 - Drop Drainage and Drifted Submittals
 - Concrete mix design - specify placement location of each trial.
 - Reinforcing steel to concrete showing and extension and control joint detail. Provide a plan with wall elevation below.
- 3. Structural Steel (Division 32)**
- A. Material strength:
- HP shapes, ASTM A572 Grade 50

TYPICAL STRUCTURAL ABBREVIATIONS AND SYMBOLS

ACI	AMERICAN CONCRETE INSTITUTE	EXTD	EXTENDING	FRU	PROJECTION
AD	ANCHOR BOLT	EXP	EXPANSION	FS	FOOTINGS PER SQUARE FOOT
ADL	ADJACENT	EXT	EXTERIOR	FSH	FOOTINGS PER SQUARE FOOT
AF	ADJUST	FIN	FINISH	R	RADIUS
AFD	ADJUSTED FINISHED FLOOR	FD	FLOOR DRAIN	RD	ROOF DRAIN
AG	ANCHOR	FL	FLOOR	RE	REINFORCEMENT
AGL	ANCHOR LUG	FLC	FLOOR FINISH	REO	REQUIRED
AGP	ANCHOR PLATE	FND	FOUNDATION	RF	REINFORCEMENT
AGS	ANCHOR STUD	FNL	FACE OF FINISH	RTU	ROOF TOP UNIT
AGT	ANCHOR TIE	FO	FOOTING	RAN	REACTION
AGU	ANCHOR U-BOLT	FOE	FACE OF FINISH	REQD	REQUIRED
AGV	ANCHOR V-BOLT	GA	GAGE	SA	STEEL ANGLE
AGW	ANCHOR WIRE	GALV	GALVANIZED	SH	STEEL SHIRT
AGX	ANCHOR X-BOLT	GRD	GRADE	SHI	STEEL SHIRT INSTITUTE
AGY	ANCHOR Y-BOLT	GRD	GRADE	SP	SPACING
AGZ	ANCHOR Z-BOLT	GRD	GRADE	SPC	SPECIFICATIONS
AI	ALTERNATE	GRD	GRADE	STD	STANDARD
AI1	ALTERNATE 1	GRD	GRADE	STP	STIFFENER
AI2	ALTERNATE 2	GRD	GRADE	STY	STEEL
AI3	ALTERNATE 3	GRD	GRADE	SY	SYMMETRICAL
AI4	ALTERNATE 4	GRD	GRADE	TAB	TOP AND BOTTOM
AI5	ALTERNATE 5	GRD	GRADE	T&B	TOP AND THICKNESS
AI6	ALTERNATE 6	GRD	GRADE	T&T	TOP OF THICKNESS
AI7	ALTERNATE 7	GRD	GRADE	T&C	TOP OF CONCRETE
AI8	ALTERNATE 8	GRD	GRADE	T&L	TOP OF BRICK LEADGE
AI9	ALTERNATE 9	GRD	GRADE	T&P	TOP OF FOOTING
AI10	ALTERNATE 10	GRD	GRADE	T&M	TOP OF MASONRY
AI11	ALTERNATE 11	GRD	GRADE	T&S	TOP OF STEEL/STREAM
AI12	ALTERNATE 12	GRD	GRADE	T&W	TOP OF WALL
AI13	ALTERNATE 13	GRD	GRADE	T&Y	TOP OF YIELD
AI14	ALTERNATE 14	GRD	GRADE	T&Z	TOP OF ZONE
AI15	ALTERNATE 15	GRD	GRADE	T&A	TYPICAL
AI16	ALTERNATE 16	GRD	GRADE	T&V	UNLESS NOTED OTHERWISE
AI17	ALTERNATE 17	GRD	GRADE	U	UNLESS NOTED OTHERWISE
AI18	ALTERNATE 18	GRD	GRADE	V	VERTICAL
AI19	ALTERNATE 19	GRD	GRADE	W	WITH
AI20	ALTERNATE 20	GRD	GRADE	WP	WORKING POINT
AI21	ALTERNATE 21	GRD	GRADE	WRF	WEIRD WIRE FABRIC



VERT WALL CONST JT
NOT TO SCALE



WALL CORNER REINF
NOT TO SCALE



MISSOURI STATE CERTIFICATE OF AUTHORITY #20200004

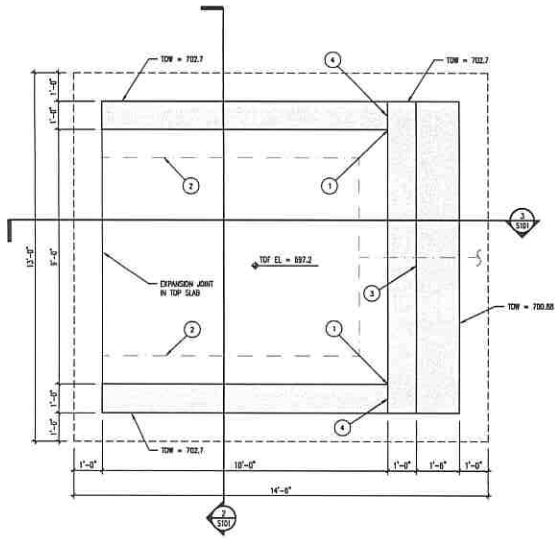
ABUTMENT NOTES AND DETAILS
COLUMBIA PARKS & RECREATION
FLAT BRANCH PEDESTRIAN BRIDGE
COLUMBIA, MISSOURI



DATE: 11-12-2021
REVISED: 3-25-2022, 7-8-2022

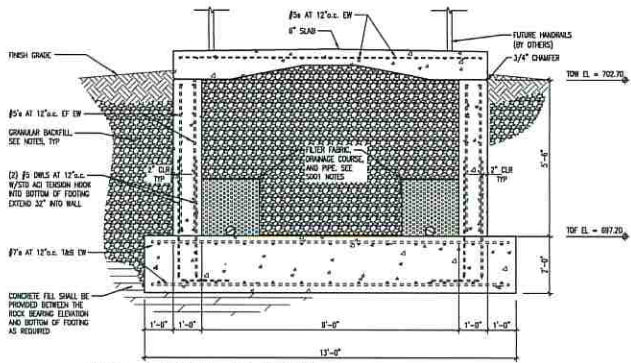
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SCALE: AS SHOWN

SHEET: S001



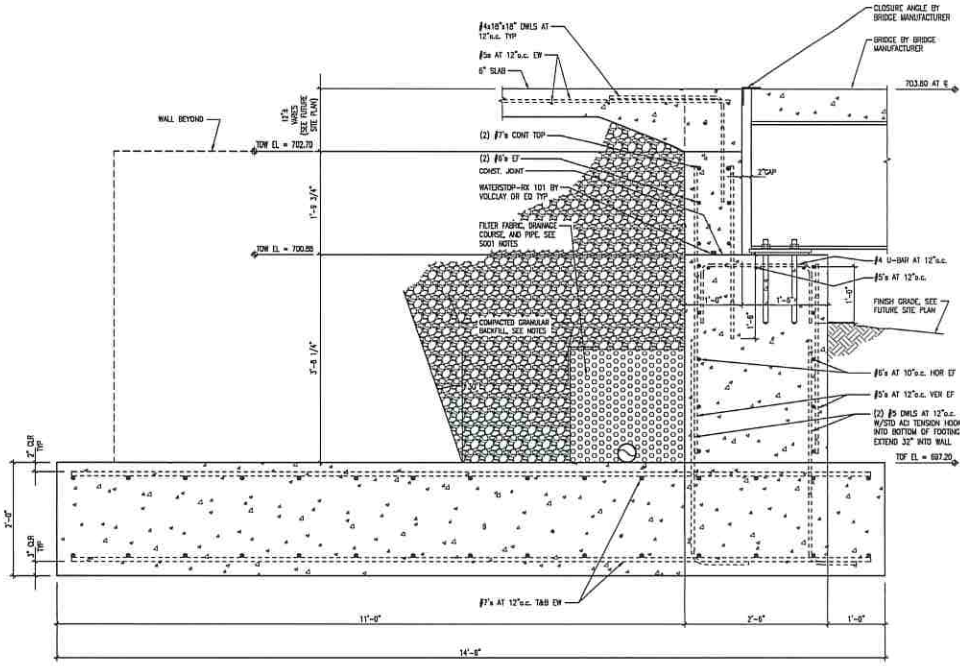
WEST ABUTMENT FOUNDATION PLAN

1/2" = 1'-0"



WEST ABUTMENT SECTION

1/2" = 1'-0"



WEST ABUTMENT SECTION

1/2" = 1'-0"

FOUNDATION GENERAL NOTES

1. NOTES AND KEYNOTES ON THIS SHEET APPLY TO ALL FOUNDATION ELEMENTS OF STRUCTURE (510+ SHEETS) TYP.
2. SEE SHEET S001 FOR DESIGN LOAD INFORMATION, GENERAL NOTES, AND ROCK ALLOWABLE BEARING CAPACITIES.
3. FINISH, MAINTENANCE, AND SITE RETAINING WALL LOCATIONS/DETAILS SEE FUTURE SITE PLAN.
4. CONCRETE WALL AND FOOTING CORNER REINFORCEMENT, SEE NOTES AND DET 2/5001 OR S001.
5. ONE TOP OF FOUNDATION A TROWEL FINISH. THE FOUNDATION MUST BE SQUARE, LEVEL, AND SMOOTH.
6. SEE DET 2/5001 FOR CONSTRUCTION JOINT DETAIL IF REQUIRED.

FOUNDATION KEYED NOTES

1. SUPPLY CORNER SHOTS AT CORNERS OF ALL WALLS, FOOTINGS, ETC. SEE NOTES ON S001 AND DET 3/5001 TYP.
2. 4" PERFORATED DRAIN TILE WITH CRUSHED STONE BACKFILL AND FILTER FABRIC, SEE S001 NOTES. DRAIN TO DAYLIGHT.
3. STEP IN TOP OF WALL.
4. CONSTRUCTION JOINT, SEE DETAIL 2/5001.



MISSOURI STATE CERTIFICATE OF AUTHORITY #C0278004
 STATE OF MISSOURI
 ALLSTATE CONSULTANTS, INC.
 1310 LEANING INDUSTRIAL BLVD.
 COLUMBIA MO 65201
 (573) 675-8799
 allstateconsultants.net

WEST ABUTMENT DETAILS
 COLUMBIA PARKS & RECREATION
 FLAT BRANCH PEDESTRIAN BRIDGE
 COLUMBIA, MISSOURI

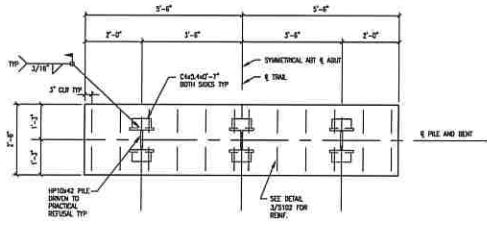


DATE: 11-12-2021
 REVISIONS:
 1-3-2022
 7-8-2022

JOB NUMBER: 20200.01
 SCALE: AS SHOWN

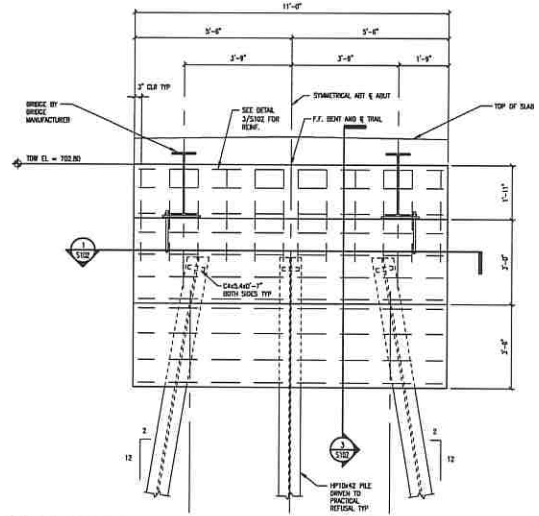
SHEET: S101

NOTE: PROVIDE FIBROGLASS FORM TIES WHERE FORM LINERS ARE PRESENT



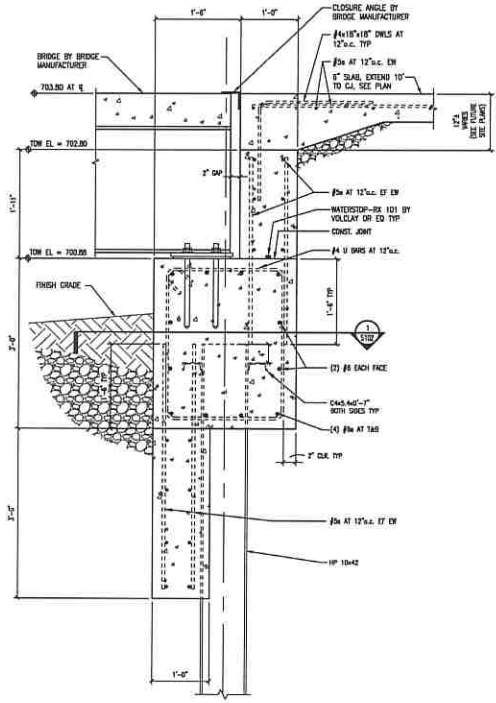
PLAN OF EAST ABUTMENT BEAM

1
1/2" = 1'-0"



EAST ABUTMENT ELEVATION

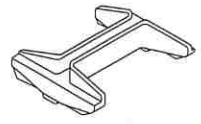
1
1/2" = 1'-0"



EAST ABUTMENT SECTION

1
1" = 1'-0"

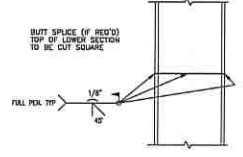
NOTE: TOWER WALL MUST BE COMPLETELY
FOUNDED PRIOR TO PLACING OF PILE CAP.



NOTES:
PILE TIP REINFORCEMENT SHALL BE RECOMMENDED BY THE GEOTECHNICAL REPORT OR IF DEEMED NECESSARY BY THE ENGINEER. CONTRACTOR SHALL USE PRECAST/CAST-IN-PLACE "ARMORED PILE TIP".
FORMWORK FOR THE PILE TIP REINFORCEMENT SHALL BE AT THE CONTRACT UNIT PRICE. POINTS ON THE ARMORED PILE TIP SHALL BE MADE IN THE FACE OF ASTM A732/AS2 CAST STEEL.
POINTS ON THE ARMORED PILE TIP SHALL HAVE CONTINUOUS BACK-UP ON THE ENTIRE INNER EDGES OF THE 1/2" FOR THE PURPOSE OF BRACING UP MILLS ALONG THE OUTSIDE OF THE PILE, AND LOCKING THE WEB OF THE PILE TO ASSURE ALIGNMENT AND PREVENT SEPARATION.

ARMORED PILE TIPS

NO SCALE



STEEL PILE SPLICE

1
1 1/2" = 1'-0"

EXHIBIT B

None – Reserved for future use

EXHIBIT C

None – Reserved for future use

EXHIBIT D

Contractor's Performance Bond



Insurance · Bonds · Employee Benefits · Financial Services

November 1, 2024

City of Columbia
701 E Broadway
Columbia, MO 65201

RE: Emery Sapp & Sons, Inc.
39S225912
Flat Branch Park - Pedestrian Bridge

To Whom it May Concern,

Please accept this letter as your authority to date the bonds on the above captioned project to coincide with the date of the contract.

Once the contracts have been signed, I would appreciate receiving a copy of the contract and the dated bond for my file. You can email a copy to me at allison.madrid@winter-dent.com.

Sincerely,

Allison Madrid
Attorney-In-Fact

Enclosures

PERFORMANCE BOND

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

2301 I-70 Drive NW, Columbia, MO 65202

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation organized under the laws of the State of Massachusetts, and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, in the amount of one hundred eighty-seven thousand dollars and not cents (\$187,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____, entered into Contract with Owner for: Contract 6/2025 - Flat Branch Bridge Project, in accordance with specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

- a. Complete the Contract in accordance with its terms and conditions, or
- b. Obtain a bid for submission to Owner for completing the Contract in accordance with its terms

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


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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set its hand and the Surety has caused these presents to be executed in its name, and its Corporate Seal to be affixed by its Attorney-in-Fact at Jefferson City, MO, on this 1st day of November, 2024.

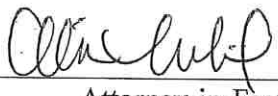
(SEAL)

Emery Sapp & Sons, Inc.
Contractor

By: 

(SEAL)

Liberty Mutual Insurance Company
Surety Company

By: 
Attorney-in-Fact

By: N/A
Missouri Representative

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

EXHIBIT E

Contractor's Labor & Material Payment Bond

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Emery Sapp & Sons, Inc. as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company a corporation organized under the laws of the State of Massachussetts, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of one hundred eighty-seven thousand dollars and not cents (\$187,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a Contract with Owner for Contract 6/2025 - Flat Branch Bridge Project, in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A claimant is defined as one having a direct Contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - i Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal

process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

- ii. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - iii. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any part thereof is situated or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

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

Jefferson City, MO, on this 1st day of November, 2024.

CONTRACTOR: Emery Sapp & Sons, Inc. (Seal)

BY: 

SURETY COMPANY: Liberty Mutual Insurance Company

BY:  (Seal)

Allison Madrid (Attorney-in-Fact)

BY: N/A

(Missouri Representative)

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



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

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

Certificate No: 8211514 - 973699

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid, Crystal York, Louis A. Landwehr, Shannon Burgess

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2024.



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

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

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of November, 2024.



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

EXHIBIT F

Contractor's Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2024

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

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

PRODUCER IMA, Inc. - Kansas City 11350 Switzer Rd, Suite 200 Overland Park KS 66210	CONTACT NAME: IMA Wichita Team	PHONE (A/C, No, Ext): 316-267-9221	FAX (A/C, No):
	E-MAIL ADDRESS: certs@imacorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #	
License#: PC-1210733 EMERSAP-01	INSURER A: Arch Insurance Company	11150	
INSURED Emery Sapp and Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202	INSURER B: Arch Indemnity Insurance Company	30830	
	INSURER C: AXIS Surplus Insurance Company	26620	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1518324587

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			41PKG8988301	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			41PKG8988301	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			P00100131072001	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	44WC18988301	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Policy includes Explosion, Collapse and Underground property damage, subject to the policy terms and conditions.

RE: City Contract #6/2025, Flat Branch Park.

Certificate Holder Includes: The City of Columbia, its elected officials and employees.

Certificate Holder and all other parties required by the contract are included as Additional Insured including Ongoing and Completed Operations on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the Automobile Liability and Excess Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

The City of Columbia
 PO Box 6015
 Columbia MO 65202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT G

Contractor's Affidavit for Final Payment

AFFIDAVIT FOR FINAL PAYMENT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor Address City State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20_____, covering work to be performed and material to be furnished for:

Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

_____ DOLLARS,
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

Contractor

Personally appeared before me, a Notary Public, within and for the County of _____,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.
My Commission expires _____, 20____.

(Notary Public)

EXHIBIT H

Final Receipt of Payment and Release

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

_____ hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

Name of Subcontractor

Typed or Printed Name

Signature

Title

EXHIBIT I

Missouri Division of Labor Standards Annual Wage Order
Applicable to the Project

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 010
BOONE COUNTY

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

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.30
Boilermaker	\$32.35*
Bricklayer-Stone Mason	\$55.22
Carpenter	\$51.42
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$45.65
Plasterer	
Communication Technician	\$57.87
Electrician (Inside Wireman)	\$58.36
Electrician Outside Lineman	\$32.35*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$32.35*
Glazier	\$65.64
Ironworker	\$69.98
Laborer	\$43.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$59.96
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.79
Plumber	\$72.46
Pipe Fitter	
Roofer	\$55.00
Sheet Metal Worker	\$58.29
Sprinkler Fitter	\$65.10
Truck Driver	\$32.35*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$63.45
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$80.19
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.35
General Laborer	
Skilled Laborer	
Operating Engineer	\$66.32
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$32.35*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

EXHIBIT J

Affidavit of Compliance with Prevailing Wage Law

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally came and appeared _____,

(Name)
_____, of the _____,
(Position) (Company Name)

a (Corporation), (Partnership), (Proprietorship), and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Annual Wage Order No. _____ issued by the Missouri Division of Labor Standards on the _____ day of _____, 20_____, in carrying out the Contract and work in connection with:

(Name of Project)
located at _____ in
_____ County, Missouri, and completed on the _____ day of
_____, 20_____.

(Signature)

Personally appeared before me, a Notary Public, within and for the County of _____,
State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.
My Commission expires _____, 20__.

(Notary Public)

EXHIBIT K

Work Authorization Affidavit

EXHIBIT F, Continued

**CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)**

County of BOONE)
)SS.
State of Missouri)

My name is CURTIS SUMAN. I am an authorized agent of EMERY SAPP & SONS, Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

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

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

[Signature]
Affiant

Curtis Suman
Printed Name

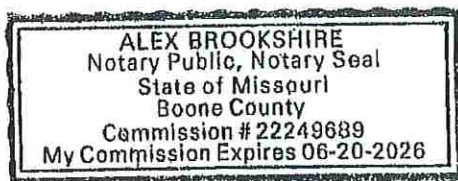
Personally appeared before me, a Notary Public, within and for the County of Boone.

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 2nd day of August, 2024.

My Commission expires June 20th, 2026.

[Signature]
(Notary Public)



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Emery Sapp & Sons, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

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

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Emery Sapp & Sons, Inc.	
Name (Please Type or Print) Dan Hoover	Title
Signature Electronically Signed	Date 01/08/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/08/2008

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Emery Sapp & Sons, Inc.
Company Facility Address	2301 I-70 Dr NW Columbia, MO 65202
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	431708848
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	3

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

MISSOURI 3 site(s)

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

Name Rebecca Allen
Phone Number (573) 445 - 8331
Fax Number
Email Address rebecca.allen@emerysapp.com

Name Dan Hoover
Phone Number (573) 445 - 8331
Fax Number
Email Address dhoover@emerysapp.com

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EXHIBIT L

Contractor's Proposal and Pricing

(Pricing is included in the contract document, Page 3, 3-a)