

INTRODUCED BY: COUNCIL MEMBER(s) Reuter

1 **AN ORDINANCE AWARDING THE BID FOR THE SCHUMACHER**
2 **ROAD CULVERT REPLACEMENT PROJECT TO THE LOWEST AND BEST**
3 **RESPONSIVE BIDDER AS REFLECTED IN THE RESPONSES TO A CERTAIN**
4 **INVITATION FOR BID; AND AUTHORIZATION FOR THE COUNTY**
5 **EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
6 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BID FOR A PROJECT**
7 **IN COUNCIL DISTRICT 1.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 a certain Invitation for Bid issued by the County, received bids for the following project:

10 Bid Project Name

11 Schumacher Road Culvert Replacement Project

12 Number of Bids Received

13 6

14 Date of Bid Opening

15 08-01-2017

16 **WHEREAS**, after reviewing the bids set forth above, the County has determined
17 that a certain bid represents the lowest and best responsive bid for the respective project
18 and meets the bid proposal specifications issued by the County; and

FILED

AUG 18 2017

1 **WHEREAS**, the Jefferson County, Missouri, Department of Public Works finds
2 it is in the best interest of the County to award the bid to Millstone Weber, LLC upon
3 approval by the County Council and the County Executive for an amount not to exceed
4 \$405,380.10, subject to budgetary appropriations. A copy of said agreement is attached
5 hereto as Exhibit A.

6 BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,
7 COUNCIL, AS FOLLOWS:

8 Section 1. The County awards the following bid which is incorporated by this
9 reference as if fully set out herein, to the lowest and best responsive bidder for the project
10 as follows:

11 BID NAME

12 Schumacher Road Culvert Replacement Project

13 TERM

14 Upon approval by the County Council and County Executive until completed

15 AMOUNT

16 Up to \$405,380.10, subject to budgetary appropriations

17 **AWARDED BIDDER**

18 Millstone Weber, LLC

19 Section 2. The Jefferson County, Missouri, Council hereby authorizes the County
20 Executive to execute any agreements or contracts necessary to effectuate the award of the
21 bid set forth in this Ordinance. A copy of said agreement is attached hereto as Exhibit A.

1 The County Executive is further authorized to take any and all actions necessary to carry
2 out the intent of this Ordinance.

3 Section 3. Copies of the Invitation for Bid, responses thereto, and any contract
4 agreements shall be maintained by the Department of the County Clerk consistent with
5 the rules and procedures for the maintenance and retention of records as promulgated by
6 the Secretary of State.

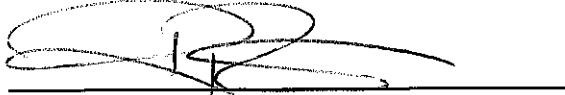
7 Section 4. This Ordinance shall be in full force and effect from and after its date
8 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall
9 not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Abstain</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 14th DAY OF August, 2017:

PASSED FAILED



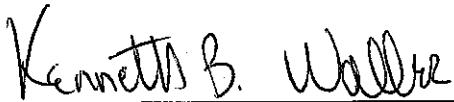
Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15th DAY OF August, 2017.

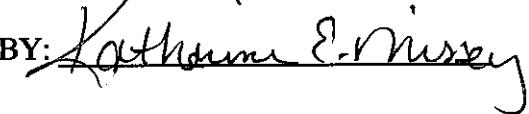
THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2017.



Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Randy B. Holman, County Clerk

BY: 

Reading Date: 08-14-2017

AGREEMENT FORM

THIS AGREEMENT is dated as of August 14, in the year 2017 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Millstone-Weber, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$405,380.10, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **SCHUMACHER ROAD CULVERT REPLACEMENT OVER TRIBUTARY TO SALINE CREEK**, Project No. **PW16050BXC**

The proposed work includes:

The proposed work includes removal of a single span, steel and concrete culvert, and replace with a 52', single span spread box beam bridge. Project also includes excavation, grading, bank protection, asphalt placement, striping, etc.

ARTICLE 2. ENGINEER

The County has designated the Director of Public Works, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with Section 30 of the General Provisions within **60 Working Days** after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR. If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, calendar days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Engineer under this contract, the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to **SEVEN HUNDRED USD (\$ 700.00)** for each day, as defined by Section 108 of the **2016** Edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
2013000	Clearing and Grubbing	ACRE	0.1	\$ 1.00	\$ 0.10
2031000	Class A Excavation	CY	106	\$ 16.00	\$ 1,696.00
2036000	Compacting Embankment	CY	105	\$ 13.00	\$ 1,365.00
2061000	Class 1 Excavation	CY	494	\$ 23.00	\$ 11,362.00
2160500	Removal of Bridge	LS	1	\$ 29,000.00	\$ 29,000.00
3040506	Type 5, Aggregate for Base (4 IN. Thick)	SY	124	\$ 22.00	\$ 2,728.00
4011211	Bituminous Pavement Mixture PG64-22, (BP-2)	TON	13	\$ 285.00	\$ 3,705.00
4013000	Bituminous Pavement Mixture PG64-22 (Base)	TON	54	\$ 150.00	\$ 8,100.00
5031011A	Bridge Approach Slabs (Minor Road)	SY	65	\$ 100.00	\$ 6,500.00
6061054	Guardrail Type E, 6 Ft, Post, 6 Ft.-3 In. Spacing	LF	56	\$ 60.00	\$ 3,360.00
6062300A	Transition Section, 6.5 Ft, Posts	EA	3	\$ 550.00	\$ 1,650.00
6063015	Type A Crashworthy End Terminals	EA	3	\$ 3,000.00	\$ 9,000.00
6115030A	Heavy Stone Revetment	SY	209	\$ 28.00	\$ 5,852.00
6161005	Construction Signs	SF	254	\$ 8.00	\$ 2,032.00
6161030	Type III Moveable Barricade with Type B Lights	EA	4	\$ 200.00	\$ 800.00
6181000	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
6206000C	4 IN. White Waterborne Pavement Marking Paint, Type P Beads	LF	232	\$ 3.50	\$ 812.00
6206001C	4 IN. Yellow Waterborne Pavement Marking Paint, Type P Beads	LF	232	\$ 3.50	\$ 812.00
6274000	Contractor furnish surveying and staking	LS	1	\$ 3,000.00	\$ 3,000.00
7011201	Rock Sockets (1 FT 6 IN. DIA.)	LF	25	\$ 1,100.00	\$ 27,500.00
7021010	Structural Steel Piles (10 IN.)	LF	412	\$ 20.00	\$ 8,240.00
7023000	Test Piles	EA	1	\$ 1.00	\$ 1.00
7026000	Pre-bore for Piling (1 Ft. 6 In. Dia.)	LF	415	\$ 125.00	\$ 51,875.00
6069902	Thrie Beam End Section	EA	1	\$ 350.00	\$ 350.00
7034003	Class B-1 Concrete (Substructure)	CY	74.5	\$ 500.00	\$ 37,250.00
7034226	Reinforced Concrete Slab Overlay	SY	170	\$ 135.00	\$ 22,950.00
7056054	21 IN., Prestressed Concrete Adjacent Box Beam	LF	500	\$ 175.00	\$ 87,500.00
7061000	Reinforcing Steel	LB	8110	\$ 1.60	\$ 12,976.00
7101000	Reinforcing Steel (Epoxy Coated)	LB	10440	\$ 1.60	\$ 16,704.00

7110300	Concrete and Masonry Protection System	LS	1	\$ 1,500.00	\$ 1,500.00
7134000	Bridge Guardrail (Thrie Beam)	LF	112	\$ 210.00	\$ 23,520.00
7151001	Vertical Drain At End Bents	EA	2	\$ 1,500.00	\$ 3,000.00
8059919	Seeding	ACRE	0.1	\$ 15,000.00	\$ 1,500.00
8061005	Rock Ditch Check	LF	20	\$ 25.00	\$ 500.00
8061019	Silt Fence	LF	170	\$ 6.00	\$ 1,020.00
8064120	Type 1 Erosion Control Blanket	SY	120	\$ 6.00	\$ 720.00
SPECIAL	Tree Removal	EA	1	\$ 1,500.00	\$ 1,500.00

PROJECT TOTAL \$405,380.10

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Section 33 of the General Provisions. The Engineer as provided in the General Provisions will process application for Payment.

5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application of Payment as recommended by the Engineer, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.

5.1.1 The Engineer may initiate withholding of retainage as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be as provided by Section 109.9.

5.1.2 When the Contractor receives any payment from the Engineer, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 33 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Public Works Department for the Contractor's review.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7.

CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Provisions (Pages GP-1 to GP-11, inclusive).
- 7.6 Specifications bearing the title **PROJECT SPECIFICATIONS FOR:
SCHUMACHER ROAD CULVERT REPLACEMENT OVER TRIBUTARY TO SALINE CREEK**,
Project No.:PW16050BXC and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers N/Ato N/A, inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, including Change Orders, duly delivered after execution of agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 35 of the General Provisions).

ARTICLE 8.

MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Section 1 of the General Provisions shall have the meanings indicated in the General Provisions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9.

OTHER PROVISIONS

9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has not interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

ARTICLE 10. VENUE

10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have signed this agreement in quadruplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Kenneth Waller Date: 8/28/17
COUNTY EXECUTIVE

ATTEST: Randy B Holman Katherine E. Mussen
COUNTY CLERK DEPUTY CLERK

FOR: Millstone Weber, LLC

BY: TKL Date: August 20, 2017
CONTRACTOR Thomas E. Kuhn, President/CEO

ATTEST: Dave Kaestner
Dave Kaestner, Sr. Vice President/CFO

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Br. E. Mussen 8/28/17
COUNTY AUDITOR

APPROVED AS TO FORM

T. J. Dill
COUNTY COUNSELOR

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned Millstone-Weber, LLC

of 601 Fountain Lakes Boulevard, St. Charles, MO 63301
(firm)

*a (corporation) duly authorized by law to do business as a construction contractor in the
(partnership)

State of Missouri (hereinafter called the "Contractor"), and Western Surety Company,
333 S. Wabash Ave., Chicago, IL 60604 (hereinafter called the "Surety"), a corporation duly
authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound
unto Jefferson County, (hereinafter called the "County"), in the penal sum of Four Hundred Five Thousand
Three Hundred Eighty and 10/100
Dollars (\$ 405,380.10), lawful money of the United States, for the payment of which to be made
unto said County; we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the 14 day
of August, 20 17, the said Principal entered into a written Agreement, which
Agreement is hereby made a part hereof, with the said County for the construction of
PW16050BXC, Schumacher Road Culvert Replacement
Over Tributary to Saline Creek.

NOW THEREFORE, if the said Principal shall faithfully and properly perform the
foregoing Contract according to all the terms thereof, and shall, as soon as the work
contemplated by said contract is completed, pay to the proper parties all amounts due for all
labor and material required by this contract in the construction work, and all insurance
premiums for both compensation and all other kinds of insurance on said work, and for
all labor performed in such work whether by subcontractor or otherwise, then this obligation shall
be void, otherwise it shall remain in full force and effect, and may be sued on for the

use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice.

- a) To the extension of time to the Contractor in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in Three (3) original counterparts as of the 21 day of August, 20 17.

Millstone Weber, LLC

(SEAL)

Attest:

David Kaestner By TK
David Kaestner, Sr. VP Thomas E. Kuhn, President/CEO

Western Surety Company

(SEAL)

Attest:

Donna Robson By Amanda L. Williams
Donna Robson, Witness Amanda L. Williams, Attorney-in-Fact

PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, Millstone Weber, LLC, 601 Fountain Lakes Boulevard,
Principal and Address

St. Charles, MO 63301, as Principal, and Western Surety Company, 333 S. Wabash Ave., Chicago, IL 60604

Surety and Address

as Surety, are held and firmly bond unto The County of Jefferson, Missouri, hereinafter called Obligee,

*Four Hundred Five Thousand Three Hundred Eighty Dollars and 10/100

in the amount of \$ 405,380.10*, for the payment of which we jointly and severally bind ourselves,

our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for

PW16050BXC, Schumacher Road Culvert Replacement

Over Tributary to Saline Creek; and

describe briefly

WHEREAS, the Obligee requires that the Principal enter into a surety bond satisfying the terms of

Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this 21 day of August, 2017.

Millstone Weber, LLC PRINCIPAL

By T.E.K.

Thomas E. Kuhn, President/CEO
Western Surety Company SURETY

By Amanda L. Williams
Amanda L. Williams, Attorney-in-Fact

(ACKNOWLEDGMENT FOR PRINCIPAL)

(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

State of Missouri
County of St. Louis

On 8/21/2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Amanda L. Williams known to me to be Attorney-in-Fact of

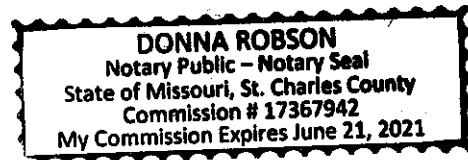
WESTERN SURETY COMPANY

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Donna Robson, Notary Public



My Commission Expires: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dana A Johnessee, Andrew P Thome, Debra A Woodard, Peter J Mohs, Barbara Buchhold, Michael D Wiedemeier, Amanda L Williams, Andrea McCarthy, Georgina Fink, Individually

of Chesterfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of January, 2017.

WESTERN SURETY COMPANY



A handwritten signature of Paul T. Bruflat.

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } \$s

On this 11th day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



A handwritten signature of J. Mohr.

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21 day of August, 2017.



WESTERN SURETY COMPANY

A handwritten signature of L. Nelson.

L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2017

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

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

PRODUCER		CONTACT NAME: Katie Manlove, CISR	
AssuredPartners of Missouri, LLC 11975 Westline Industrial Dr		PHONE (A/C. No. Ext): (314) 523-8800	FAX (A/C. No.): (314) 453-7555
St Louis MO 63146		E-MAIL ADDRESS: kmanlove@APMissouri.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Millstone Weber LLC 601 Fountain Lakes Blvd.		INSURER A: Zurich American Insurance Company NAIC # 16535	
St. Charles MO 63301		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17/18 Millstone Weber: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLO9809350-03	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 10,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	GENERAL AGGREGATE \$ 2,000,000					
	PRODUCTS - COMP/OP AGG \$ 2,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAP9809351-03	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	AGGREGATE \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	WC9809349-03	3/1/2017	3/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					

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

RE: PW16050BXC - Schumacher Road Culvert Replacement

County of Jefferson, Missouri is included as Additional Insured for Commercial General Liability if required by written contract per form No. U-GL-1175 with respect to work performed (Ongoing & Completed Operations) by the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

County of Jefferson, Missouri
725 Maple Street
P.O. Box 100
Hillsboro, MO 63050

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

J Mentel, JD/KATIE

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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9809350-03	3/1/2017	3/1/2018	3/1/2017	33-009-000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Millstone Weber, LLC.

Address (including ZIP Code): 601 Fountain Lakes Blvd., St. Charles, MO 63301

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. ~~A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.~~

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.