

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the January Adjourned

Term. 20 26

County of Boone

26th

day of May

20 26

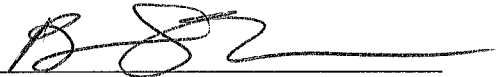
In the County Commission of said county, on the

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

Now, on this day, the County Commission of the County of Boone does hereby approve the award Contract C001135 (14-22APR26) – 2026 Chip Seal Pavement Preservation for Boone County Resource Management Department. The contract is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 26th day of May 2026.

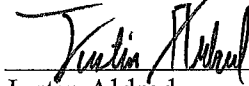
ATTEST:



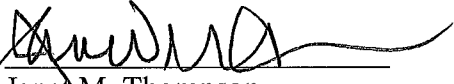
Brianna L. Lennon  
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Brijanna Purdy**  
Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4393

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## MEMORANDUM

TO: Boone County Commission  
FROM: Brijanna Purdy, Buyer  
DATE: May 13, 2026  
RE: C001135 (14-22APR26) – 2026 Chip Seal Pavement Preservation

Request for Bid # 14-22APR26 – 2026 Chip Seal Pavement Preservation opened April 22, 2026. Two bid responses were received from BMC Enterprises, Inc. DBA Missouri Petroleum Products Company and Vance Brothers LLC.

Resource Management Department recommends awarding based on lowest and best to BMC Enterprises, Inc. DBA Missouri Petroleum Products Company for a total of \$2,205,752.86. A 5% contingency amount has been added to the Purchase Order for a total amount of \$2,316,040.50.

The County Contract number is C001135. Funds will come from:

- Department 2041 – R&B RM Road Infrastructure Rehab/Preservation
- Account 71202 – Contractor Costs

Attn: Bid Tabulation

cc: Jeff McCann, Daniel Haid, Kelle Westcott – Resource Management



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## Gen. Business - For Profit Details as of 4/27/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

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General Information	Filings	Principal Office Address		
	Name(s)	<b>BMG ENTERPRISES, INC.</b>	Principal Office Address	<b>8112 Maryland Ave Suite 320 Saint Louis, MO 63105-3729</b>
	Type	<b>Gen. Business - For Profit</b>	Charter No.	<b>00519117</b>
	Domesticity	<b>Domestic</b>	Home State	<b>MO</b>
	Registered Agent	<b><u>COGENCY GLOBAL INC.</u> 615 S Bishop Ave Ste F Rolla, MO 65401-4318</b>	Status	<b>Good Standing</b>
	Date Formed	<b>3/13/2003</b>		
	Duration	<b>Perpetual</b>		
	Renewal Month	<b>January</b>		
	Report Due	<b>4/30/2027</b>		

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Subcontracting Plan Reporting Contract Retrieval Issue Show Details  
Apr 17, 2026



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Contract Awards Scheduled Maintenance Show Details  
Apr 27, 2026



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All Words

e.g. 1606N020Q02

Filter By

### Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

"BMC ENTERPRISES, INC."

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

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### Fictitious Name Details as of 4/27/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

**To terminate an entity two documents are required:**

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

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Fictitious Name Cancellation

[ORDER COPIES/  
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General Information

Filings

Business Address

Owners

Name(s) **MISSOURI PETROLEUM PRODUCTS  
COMPANY**

Business Address **8112 Maryland Ave Ste 320  
Saint Louis, MO 63105-3914**

Type **Fictitious Name**

Charter No. **X001833061**

Home State

Status **Fictitious Active**

Date Formed **3/7/2025**

Expiration Date **3/7/2030**

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

**CONTRACT AGREEMENT**

THIS AGREEMENT, **C001135**, is made and entered into by and between the County of Boone, Missouri (hereinafter referred to as the County), and **BMC Enterprises, Inc. DBA Missouri Petroleum Products Company** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 14-22APR26  
2026 CHIP SEAL PAVEMENT PRESERVATION FOR  
BOONE COUNTY AND CALLAWAY COUNTY**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

		<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
<b>4.3.1</b>	<b>3/8" Preservation Chip Seal Treatment</b>	<b>620,838 SY</b>	<b>\$3.47</b>	<b>\$2,154,307.86</b>
<b>4.3.2.</b>	<b>Temporary Centerline Markers</b>	<b>2,273 SY</b>	<b>\$1.00</b>	<b>\$2,273.00</b>
<b>4.3.3.</b>	<b>Additional Post Sweeping</b>	<b>196,688 SY</b>	<b>\$0.25</b>	<b>\$49,172.00</b>
<b>DEPARTMENT 2041 TOTAL</b>				<b>\$2,205,752.86</b>
<b><u>Unit Prices as Needed</u></b>				
<b>4.3.4</b>	<b>Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.6.,</b>	<b>70,000 SY</b>		

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

Introduction and General Conditions Bidding  
Primary Specifications  
Response Presentation and Review  
Vendor Response and Pricing Form  
Project Lists and Location Maps  
Statement of Bidder Qualifications  
Standard Terms and Conditions  
Debarment Certificate  
Instructions for Compliance with House Bill 1549  
Work Authorization Certification  
Contractor's Affidavit Regarding Settlement of Claims  
Anti-Collusion Statement  
Signature and Identity of Bidder  
Bidder's Acknowledgement  
Prevailing Wage Order 32  
Affidavit of Compliance with OSHA  
Affidavit of Compliance with Prevailing Wage Law  
Performance Bond,  
Labor & Material Payment Bond  
Bid Bond

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, "Technical Specifications," and "Special Provisions," the work shall be done following the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications**. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract and are incorporated in this contract as fully and effectively as outlined in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from any estimates of the County; and that he will make no claim against the County by reason of estimates, tests, or representation of any officer, agent, or employees of the County.

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

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

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

The contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract following the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained

on file with the Boone County Resource Management Department. Prevailing Wage Order #32 will be in effect for this project.

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

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

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

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

The County agrees to pay the Contractor in the amount of **\$2,205,752.86**.

**Two Million, Two Thousand and Five Dollars, and Seven Hundred and Fifty-Two Dollars. And Eighty Six Cents (\$2,205,752.86).**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5/26/26  
at Columbia, Missouri. (Date)

**BMC ENTERPRISES, INC.  
DBA MISSOURI PETROLEUM  
PRODUCTS COMPANY**

**BOONE COUNTY, MISSOURI**  
By: Boone County Commission

Signed by:  
By: Michael Hartman  
60B32A1F0CF94D1...

Signed by:  
Kip Kendrick  
2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

Title: Vice President

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
C.J. Dykhous  
7D71DEAEB9D74DD...

Signed by:  
Brianna L. Lennon  
242B827B32F14BF...

C.J. Dykhous, County Counselor

Brianna L. Lennon, Boone County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by: <u>Kyle Rieman</u> by <u>KS</u> E3D6F2FD3CE04B1...	<u>5/15/2026</u>	<u>2041/71202 - \$2,205,752.86</u>
Signature	Date	Appropriation Account

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

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

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

The 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. **The contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

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

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

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of

Insurance shall provide that there will be no cancellation, non-renewal, or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until the County has made final acceptance of the services provided.

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials, or any of its employees in the course of their official duties.

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

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
5551 s. Tom Bass Rd.  
Columbia, MO 65201

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

# Annual Wage Order No. 32

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 \_\_\_\_\_

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.64
Boilermaker	\$34.21*
Bricklayer-Stone Mason	\$57.33
Carpenter	\$54.00
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$47.94
Plasterer	
Communication Technician	\$60.91
Electrician (Inside Wireman)	\$60.73
Electrician Outside Lineman	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.21*
Glazier	\$57.72
<b>Ironworker</b>	<b>\$72.58</b>
Laborer	\$45.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$63.31
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.29
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$43.55
Plumber	\$72.49
Pipe Fitter	
Rofer	\$56.44
Sheet Metal Worker	\$58.82
Sprinkler Fitter	\$69.16
Truck Driver	\$34.21*
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.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.38
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.59
General Laborer	
Skilled Laborer	
Operating Engineer	\$69.61
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$34.21*
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.

5905 E. Galbraith Road, Suite 500  
Cincinnati, OH 45236  
P 513-333-0700  
[www.Assuredpartners.com](http://www.Assuredpartners.com)



April 29, 2026

County of Boone, Missouri  
5551 S. Tom Bass Road  
Columbia, MO 65201

***AUTHORIZATION TO INSERT DATES***

RE: **Principal:** BMC Enterprises, Inc. dba Missouri Petroleum Products Company  
**Bond #:** 674226842  
**Bond Amt:** \$2,205,752.86  
**Project:** 2026 Chip Seal Pavement Preservation, Boone County  
Contract Number: C001135

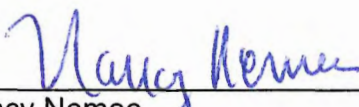
To Whom It May Concern:

This letter will serve as your authority to date the Bond(s) and the Liberty Power of Attorney for the above captioned project.

*Once dated, please send a copy of the bond(s) to [nancy.nemec@assuredpartners.com](mailto:nancy.nemec@assuredpartners.com)*

Sincerely,

**LIBERTY MUTUAL INSURANCE COMPANY**

By:   
\_\_\_\_\_  
Nancy Nemec,  
Attorney-In-Fact

**PERFORMANCE BOND**

Bond # 674226842

KNOW ALL PERSONS BY THESE PRESENTS, that we,

BMC Enterprises, Inc. dba Missouri Petroleum Products Company

1620 Woodson Road, St. Louis, MO 63114

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

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 County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Two Million Two Hundred Five Thousand Seven Hundred Fifty Two Dollars & 86/100 (\$2,205,752.86) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

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

**CONTRACT NUMBER C001135 (Bid Number 14-22APR26)  
2026 CHIP SEAL PAVEMENT PRESERVATION  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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



CONTRACTOR BMC Enterprises, Inc. dba Missouri Petroleum Products Company  
BY: [Signature] **Michael Hartman**  
Vice President

BY: [Signature]  
BY: [Signature] **Tim Parker**

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY: [Signature]  
(Attorney-In-Fact) Nancy Nemeč

BY: [Signature]  
(Missouri Representative) Missouri Non-Resident License #8048313  
Nancy Nemeč

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

Surety Contact Name: Ricardo Westfall  
Phone Number: 314-543-4624  
Address: 1610 Des Peres Rd, Suite #204  
St. Louis, MO 63131

**LABOR AND MATERIAL PAYMENT BOND**

Bond # 674226842

KNOW ALL PERSONS BY THESE PRESENTS, that we, BMC Enterprises, Inc. dba Missouri  
Petroleum Products Company, 1620 Woodson Road, St. Louis, MO 63114,  
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

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 County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of

Two Million Two Hundred Five Thousand Seven Hundred Fifty Two Dollars & 86/100 DOLLARS

(\$ \$2,205,752.86), 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 NUMBER C001135 (Bid Number 14-22APR26)  
2026 CHIP SEAL PAVEMENT PRESERVATION  
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Cincinnati, OH / St. Louis, MO on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.



CONTRACTOR BMC Enterprises, Inc. dba Missouri Petroleum Products Company

BY: [Signature] **Michael Hartman**  
Vice President

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]  
(Attorney-In-Fact) Nancy Nemecc

BY: [Signature]  
(Missouri Representative) Missouri Non-Resident License #8048313  
Nancy Nemecc

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: Ricardo Westfall  
Phone Number: 314-543-4624  
Address: 1610 Des Peres Rd, Suite #204  
St. Louis, MO 63131



# POWER OF ATTORNEY

Certificate No: **8214991 - 971184**

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

**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, Audria Coleman, Evan R. Derr, G. Dale Derr, Gladys D. Rogers, Julie Cline, Kathrine Krekeler, Kelsey Becker, Liz Talbott, Mark Nelson, Meghan Schraer, Nancy Nemeč, Randal T. Noah, Tammy L. Masteron, Tiffany Gobich, Trinity Lukens

all of the city of Cincinnati state of OH 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 4th day of November, 2025.



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

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 4th day of November, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029  
Commission number 1126044  
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 Nathan J. Zangerle, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, 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.

**PERFORMANCE BOND**

Bond # 674226842

KNOW ALL PERSONS BY THESE PRESENTS, that we,

BMC Enterprises, Inc. dba Missouri Petroleum Products Company

1620 Woodson Road, St. Louis, MO 63114

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

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 County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Two Million Two Hundred Five Thousand Seven Hundred Fifty Two Dollars & 86/100 (\$2,205,752.86) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

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

**CONTRACT NUMBER C001135 (Bid Number 14-22APR26)  
2026 CHIP SEAL PAVEMENT PRESERVATION  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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



CONTRACTOR BMC Enterprises, Inc. dba Missouri Petroleum Products Company

BY: [Signature]

Michael Hartman  
Vice President

BY: [Signature]

Liberty Mutual Insurance Company  
(Surety Company) [Signature]

(SEAL)

BY: [Signature]  
(Attorney-In-Fact) Nancy Nemeč

BY: [Signature]  
(Missouri Representative) Missouri Non-Resident License #8048313  
Nancy Nemeč

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

Surety Contact Name: Ricardo Westfall  
Phone Number: 314-543-4624  
Address: 1610 Des Peres Rd, Suite #204  
St. Louis, MO 63131

**LABOR AND MATERIAL PAYMENT BOND**

Bond # 674226842

KNOW ALL PERSONS BY THESE PRESENTS, that we, BMC Enterprises, Inc. dba Missouri  
Petroleum Products Company, 1620 Woodson Road, St. Louis, MO 63114,  
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

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 County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of

Two Million Two Hundred Five Thousand Seven Hundred Fifty Two Dollars & 86/100 DOLLARS

(\$ \$2,205,752.86), 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 NUMBER C001135 (Bid Number 14-22APR26)  
2026 CHIP SEAL PAVEMENT PRESERVATION  
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Cincinnati, OH / St. Louis, MO on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.



CONTRACTOR BMC Enterprises, Inc. dba Missouri Petroleum Products Company

BY: [Signature] **Michael Hartman**  
Vice President

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]  
(Attorney-In-Fact) Nancy Nemeec

BY: [Signature]  
(Missouri Representative) Missouri Non-Resident License #8048313  
Nancy Nemeec

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: Ricardo Westfall

Phone Number: 314-543-4624

Address: 1610 Des Peres Rd, Suite #204  
St. Louis, MO 63131



# POWER OF ATTORNEY

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

Certificate No. 8214991 - 971184

**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, Audria Coleman, Evan R. Derr, G. Dale Derr, Gladys D. Rogers, Julie Cline, Kathrine Krekeler, Kelsey Becker, Liz Talbott, Mark Nelson, Meghan Schraer, Nancy Nemeec, Randal T. Noah, Tammy L. Masteron, Tiffany Gobich, Trinity Lukens

all of the city of Cincinnati state of OH 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 4th day of November, 2025.



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

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 4th day of November, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029  
Commission number 1126044  
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 Nathan J. Zangerle, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, 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.



AGENCY CUSTOMER ID: BMC Enterprises, Inc.

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY AssuredPartners of MO, LLC		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE: 03/01/2026	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance**

Lead Excess Liability ELD30081960700 \$4M Occ/\$4M Agg applies to General Liability  
 Excess Liability XLS2009616 \$5M Occ/\$5M Agg excess over Lead GL ELD30081960700  
 Lead Excess Liability GVE100350401 \$4M Occ/\$4M Agg applies to Auto Liability  
 Excess Liability 42-XSF-346810-01 \$5M Occ/\$5M Agg excess over Lead Auto GVE100350401

Blanket Additional Insured is provided with respects to the General, Automobile and Umbrella Liability Policies when required by written contract, including but not limited to Vendors, Owners, Managers, Lessor of Premises, Mortgagee, etc. Coverage provided is primary, non-contributory, includes on-going, completed operations, 30 day notice of cancellation and a blanket waiver of subrogation for all lines of coverage where permissible by law. General, Automobile and Umbrella/Excess Liability Policies include broadened contractual liability coverage for any work up to a railway for construction or demolition operations. 50 ft wording has been removed.



Branch	Policy Number	Producer Code
<p><b>SCHEDULE OF INSUREDS INCLUDED ON ALL POLICIES</b></p> <p>BMC Enterprises, Inc.                      BMC Hauling, Inc.                      Ozark Building Material Company                      BMC Management Company                      Breckenridge Material Company                      BMC Development, Inc.                      BMC Maintenance, LLC                      BMC Leasing, Inc.                      BMC Leasing of Missouri, LLC                      BMC Leasing of Illinois, LLC                      BMC Development of Missouri, Inc.                      BMC Development of Illinois, LLC                      BMC Development of Defiance, LLC                      BMC Development of Warrenton, LLC                      BMC Development of Wright City, LLC                      BMC Hanley, LLC                      RRM Real Estate Partnership                      BMC Realty, LLC                      BMC Development of Caseyville, LLC.                      BMC Development of Columbia, LLC.                      BMC Development of Hamel, LLC.                      BMC Development of Lebanon, LLC.                      Aggregate Holdings, LLC.                      Breckenridge of Illinois, LLC.                      Politte Ready Mix, LLC.                      G&amp;T Investing, LLC.                      Rolla Ready Mix, LLC.                      RMC, LLC.                      Eastern MO Concrete, LLC.                      Eastern Missouri Concrete, LLC. dba: Mark Twain Ready Mix</p>		



Branch	Policy Number	Producer Code
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**SCHEDULE OF INSUREDS INCLUDED ON ALL POLICIES**

Blue Grass Ready Mix  
 Patriot Ready Mix  
 RMC, LLC. dba: Tri-County Ready Mix & Material  
 BMC Stone, LLC  
 BRH Enterprises, LLC  
 BMC Sand, LLC  
 SCP Holdings, LLC  
 Stewart Concrete Products, LLC  
 Stewart Concrete Products, LLC dba Piles Concrete  
 BRM, LLC  
 MC Materials, LLC  
 MC Materials, LLC dba River Rock Redi Mix  
 G&T Truck Service, LLC.  
 G&T Trucking, LLC.  
  
 MC Materials, LLC dba S&S Quarries  
 BMC Management, Inc. 401 (k) and Profit Sharing  
 Breckenridge of Illinois 401 (k) and Profit Sharing  
 Estate of Charles E. McKean II, F.B.O. Gilbert McKean & Union Planters Bank Trustee  
 St. Louis Concrete, Inc.  
 RMC, LLC dba Ready Mix Concrete  
 Duncan Ready Mix Concrete, Inc.  
 Payne Ready Mix  
 BRM, LLC DBA Base Rock Minerals  
 Patriot Drilling  
 BMC Sand, LLC dba Eureka Materials  
 BMC Jefferson, LLC  
 BMC St.Charles, LLC  
 RBM Temporary, LLC dba Raineri Building Materials



Branch	Policy Number	Producer Code
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**SCHEDULE OF INSUREDS INCLUDED ON ALL POLICIES**

Lionmark Construction Companies, LLC  
 Indian Creek Materials, LLC  
 Pace Construction Company, LLC  
 Missouri Petroleum Products Company  
 West Plains Bridge & Grading, LLC  
 West Plains Bridge & Grading, LLC  
 Bi-State Emulsions, LLC  
 Interstate Testing Services, LLC  
 Lionmark Management Services, Inc.  
 Innovative Roadway Solutions, LLC  
 Titan Truck and Equipment Company, LLC

# Preservation of Governmental Immunity – Missouri



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO353783902

Effective Date: 3/1/2026

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Tort Liability**

This insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of sovereign or governmental immunity under Missouri law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**B. Preservation of Governmental Immunity**

Your purchase of this policy is not a waiver, under Missouri Revised Statute Section 537.610 or Missouri Revised Statute Section 71.185 or any amendments to those sections, of any sovereign or governmental immunity that would be available to any insured had you not purchased this policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 04-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons and / or organizations that are required by written contract or agreement with the insured, executed prior to the Accident or Loss, that Waiver of Subrogation be provided under this policy for work performed by you for that person and / or organization

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 03/01/2025      Policy No. WC 3537838 - 01

Endorsement No.

Insured BMC Enterprises, Inc.

Premium \$

Insurance Company Zurich American Insurance Company

Countersigned by \_\_\_\_\_



**ZURICH**

## Waiver Of Subrogation (Blanket) Endorsement

Policy No	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 3537839-02	3/1/2026	3/1/2027			\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

# Additional Insured – Automatic – Owners, Lessees Or Contractors



<b>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</b>	
Policy No. GLO 3537839 - 02	Effective Date: 03/01/2026

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 under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,



# Designated Location General Aggregate Limit (Erodes All Designated Locations Total General Aggregate Limit)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 3537839 - 02

Effective Date: 03/01/2026

This endorsement modifies insurance provided under the:

## Commercial General Liability Coverage Part

### SCHEDULE

"Designated Projects": Each location, other than construction projects, occupied, owned or rented by the named insured.

All Designated Locations Total General Aggregate Limit: \$5,000,000

(\*If no amount is shown for the All Designated Locations Total General Aggregate Limit, \$4,000,000 applies.)

**A.** Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which can be attributed only to operations at a single "designated location":

1. A separate Designated Location General Aggregate Limit applies to each "designated location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

**3.** The following is added to Section **III – Limits Of Insurance**:

The All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C**,

which:

- (1) Can be attributed only to operations at any of the single "designated locations"; and
- (2) Applies towards any Designated Location General Aggregate Limit as indicated in Paragraph **A.1.** of this endorsement.

Such payments shall not reduce the General Aggregate Limit shown in the Declarations.

**4.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that "designated location". Such payments shall also reduce the All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement.

However, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other "designated location".

5. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the:
  - a. Applicable Designated Location General Aggregate Limit; and
  - b. All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement.
6. Paragraph 5. of Section III – **Limits Of Insurance** is replaced by the following:
  5. Subject to:
    - a. The applicable Designated Location General Aggregate Limit as indicated in Paragraph A.1. of this endorsement; and
    - b. The All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement, the Each Occurrence Limit is the most we will pay for the sum of:
      - (1) Damages under Coverage A; and
      - (2) Medical expenses under Coverage C, because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- B. Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single "designated location":
  1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce:
    - a. Any Designated Location General Aggregate Limit; or
    - b. The All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the:
  1. General Aggregate Limit;
  2. Designated Location General Aggregate Limit; or
  3. All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement.
- D. Solely with respect to this endorsement, the following definition is added to the **Definitions** Section:

"Designated Location" means:

Each Location described in the Schedule of this endorsement, including premises you own or rent or premises that are temporarily occupied by you. Unless otherwise indicated in such schedule, a "designated location" involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, will be deemed to be a single "designated location".
- E. Solely with respect to this endorsement, Paragraph 1. of Section III – **Limits Of Insurance** is replaced by the following:
  1. The Limits of Insurance shown in the Declarations, the All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
- F. The provisions of Section III – **Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Designated Project General Aggregate Limit (Erodes All Designated Projects Total General Aggregate Limit)



<b>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</b>	
Policy No. GLO 3537839 - 02	Effective Date: 03/01/2026

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

"Designated Projects":	Any construction project except a construction project for which a consolidated (wrap-up) or similar insurance program has been provided.
All Designated Projects Total General Aggregate Limit: 5,000,000	
(*If no amount is shown for the All Designated Projects Total General Aggregate Limit, \$4,000,000 applies.)	

- A.** Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which can be attributed only to operations at a single "designated project":
1. A separate Designated Project General Aggregate Limit applies to each "designated project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. The following is added to Section **III – Limits Of Insurance**:
 

The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all:

    - a. Damages under Coverage **A**; and
    - b. Medical expenses under Coverage **C**,

which:

    - (1) Can be attributed only to operations at any of the single "designated projects"; and
    - (2) Applies towards any Designated Project General Aggregate Limit as indicated in Paragraph **A.1.** of this endorsement.

Such payments shall not reduce the General Aggregate Limit shown in the Declarations.
  4. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Project General Aggregate Limit for that "designated project". Such payments shall also reduce the All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.
- However, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they

reduce any other Designated Project General Aggregate Limit for any other "designated project".

5. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the:
  - a. Applicable Designated Project General Aggregate Limit; and
  - b. All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.
6. Paragraph 5. of Section III – **Limits Of Insurance** is replaced by the following:
  5. Subject to:
    - a. The applicable Designated Project General Aggregate Limit as indicated in Paragraph A.1. of this endorsement; and
    - b. The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement, the Each Occurrence Limit is the most we will pay for the sum of:
      - (1) Damages under Coverage A; and
      - (2) Medical expenses under Coverage C,because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- B. Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single "designated project":
  1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce:
    - a. Any Designated Project General Aggregate Limit; or
    - b. The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the:
  1. General Aggregate Limit;
  2. Designated Project General Aggregate Limit; or
  3. All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.
- D. Solely with respect to this endorsement, the following definition is added to the **Definitions** Section:

"Designated project" means:

Each Project described in the Schedule of this endorsement, including operations on and off the project site or location that are necessary or incidental to such Project as described in contract documents. "Designated project" includes the work site(s) associated with such Project and any offsite staging areas, as long as such offsite staging areas are dedicated solely to such Project. Also included are those areas immediately adjacent to such Project, including boundaries of local streets or public easements.
- E. Solely with respect to this endorsement, Paragraph 1. of Section III – **Limits Of Insurance** is replaced by the following:
  1. The Limits of Insurance shown in the Declarations, the All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
- F. The provisions of Section III – **Limits Of Insurance** not otherwise modified by this endorsement shall continue to

apply as stipulated.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 3537839 - 02	Effective Date: 03/01/2026
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This endorsement applies to insurance provided under the:

**Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
  - 1. Must be provided to us prior to cancellation or non-renewal;
  - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  - 3. Must be in an electronic format that is acceptable to us.
  
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - 2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
  
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - 1. Extend the Coverage Part cancellation or non-renewal date;
  - 2. Negate the cancellation or non-renewal; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	15*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	30**
<p>* If a number is not shown here, 10 days continues to apply.</p> <p>** If a number is not shown here, 30 days continues to apply.</p>	

All other terms and conditions of this policy remain unchanged.

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. 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.** Solely with respect to the coverage provided by this endorsement, 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.** Solely with respect to 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 under 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 Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section III – **Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

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 Section **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, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO 3537839 - 02

COMMERCIAL GENERAL LIABILITY  
CG 24 17 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
<p><b>Scheduled Railroad:</b> ANY RAILROAD</p>	<p><b>Designated Job Site:</b> ANY JOB SITE WHERE A WRITTEN CONTRACT IS EXECUTED PRIOR TO A LOSS, INCLUDING RAILROADS.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement;
  - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement;
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.



# Who Is An Insured Amendment – Broad Form

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
BAP 3537840 - 02	03/01/2026	03/01/2027				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

1. The following is added to the **Who Is An Insured** Provision of **Section II - Covered Autos Liability Coverage**:

**A. Broadened Named Insured**

1. Any organization of yours that has been acquired or formed prior to this policy period (other than a partnership, limited liability company or joint venture) but is not shown in the Declarations as of the effective date of this Coverage Form, will nevertheless qualify as a Named Insured if:

- a. You maintain an ownership interest of more than 50% of such organization; and
- b. Such organization has been incorporated or organized under the laws of the United States of America (including any state thereof), its territories or possessions.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the current policy period.

2. However, regardless of the provisions of Paragraph 1. above, no such organization will qualify as a Named Insured under this Coverage Form if the organization:

- a. Was newly acquired or formed by you in the preceding policy period in which we provided coverage, but was not reported to us before the end of that preceding policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Form; or
- c. Would be an insured under another policy, regardless of coverage termination or the exhaustion of its limits of insurance.

**B. Newly Acquired or Formed Organizations as Named Insureds**

1. **Newly Acquired Or Formed Organizations Other Than Partnerships, Joint Ventures or Limited Liability Companies**

Any organization you newly acquire or form during this policy period (other than a partnership, limited liability company or joint venture) will qualify as a Named Insured if:

- a. You have an ownership interest of more than 50% in such organization; and
- b. Such organization has been incorporated or organized under the laws of the United States of America (including any state thereof), its territories or possessions.

Each newly acquired or formed organization shall remain qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the current policy period.

2. However, regardless of the provisions of Paragraph 1. above:
  - a. No such organization will qualify as a Named Insured under this Coverage Form if the organization:
    - (1) Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Form; or
    - (2) Would be an insured under another policy, regardless of coverage termination or the exhaustion of its limits of insurance; and
  - b. Coverage will be afforded to any such organization qualifying as a Named Insured only until the end of this policy period if the organization is not reported to us during this policy period.
3. **Newly Formed Partnerships, Limited Liability Companies, or Joint Ventures**

Any partnership, limited liability company or joint venture you newly form during this policy period, where:

  - a. You maintain an ownership interest;
  - b. As respects any joint venture, you have agreed in the Joint Venture Agreement to name the joint venture as a Named insured to your policy; and
  - c. Such partnership, limited liability company or joint venture has been organized under the laws of the United States of America (including any state thereof), its territories or possessions,

will qualify as a Named Insured, provided no other similar insurance was purchased for the partnership, limited liability company or joint venture. However, coverage under this provision is afforded only until the 90<sup>th</sup> day after you form the partnership, limited liability company or joint venture, or the end of the policy period, whichever is earlier, if the organization is not reported to us during this policy period.
4. With regard to Paragraphs 1. and 3. above, the following additional provision applies:

No coverage shall apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All other terms, conditions, provisions and exclusions of this policy remain the same.



## Coverage Extension Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. BAP 3537840 - 02

Effective Date: 03/01/2026

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

**1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2. The following is added to Paragraph 2. in B. Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in B. Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

##### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2)** The "insured's" name and address; and
- (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER:BAP 3537840 - 02

COMMERCIAL AUTO  
CA 20 70 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGE FOR CERTAIN OPERATIONS  
IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**BMC Enterprises, Inc.

**SCHEDULE**

Scheduled Railroad	Designated Job Site
ANY RAILROAD	Any job site where a written contract is executed prior to a loss, including railroads.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.



**REQUEST FOR BID (RFB)**

**COPY**

Brijanna Purdy, Buyer  
5551 S. Tom Bass Rd.  
Room 206  
Columbia, MO 65201  
(573) 886-4394  
Email: [Bpurdy@boonemo.gov](mailto:Bpurdy@boonemo.gov)

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***Bid Data***

**Bid Number: 14-22APR26**

**Commodity Title: 2026 Chip Seal Pavement Preservation for Boone and Callaway Counties**

**DIRECT ANY BID-RELATED QUESTIONS TO THE PURCHASING DEPT.**

**Bid Submission Deadline and Bid Opening Address:**

**Day/Date: Wednesday, April 22, 2026**  
**Time: 11:00 am**

*Bids received after this time will be returned unopened.*  
The bidder has the option of submitting their bid through the regular or express mail, or submitting an electronic bid using the County's electronic bidding website at:  
<https://bocomobids.ionwave.net/Login.aspx>

**Location/Mail Address: Boone County Purchasing Department**  
**5551 S. Tom Bass Rd.**  
**Room 206**  
**Columbia, MO 65201**

**Directions:** The Boone County Purchasing Department is in the Boone County Road & Bridge Building at 5551 S. Tom Bass Road off Highway 63 South from Columbia. A wheelchair-accessible entrance is available.

**Pre-Bid Meeting**

**Date and Time: Tuesday, April 7, 2026, 10:00 am**  
**Location: Boone County Purchasing Department**  
**5551 S. Tom Bass Rd.**  
**Room 206**  
**Columbia, MO 65201**

**Deadline for Questions:**

**Date and Time: Wednesday, April 15, 2026, 3:00 pm.**

**Bid Contents:**

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**BID RESPONSE**

**TO: COUNTY OF BOONE, MISSOURI**

**SUBJECT: 2026 Chip Seal Pavement Preservation for Boone & Callaway Counties**

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**Project No.: 14-22APR26**

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THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

**SECTION I**

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the “General Specifications”, “Technical Specifications”, and “Special Provisions”, if any, attached to this proposal.

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

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

**SECTION II**

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Primary Specifications and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to complete the work finally and fully within the time allowed, I will be in breach of the

Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

*[The remainder of this page is intentionally left blank]*



4. Vendor Response and Pricing Form

The bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

*(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and email address below, the Contact and email address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)*

4.1 Contact Name BMC Enterprises dba Missouri Petroleum Products Co.

Address: 1620 Woodson

City/State/Zip: St. Louis, MO 63114

Phone Number: 314-378-3911

Contact E-Mail: timp@missouripetroleum.com

Fax Number: 314-991-4037

Federal Tax I.D. 47-0913036

- Corporation
- Partnership – Name: \_\_\_\_\_
- Individual/Proprietorship – Name of Individual: \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.2. PRICING TERMS:

4.2.1. Prompt Payment Terms: Net 30

4.2.2. Will you accept Automated Clearing House (ACH) for payment of invoices?

- YES
- NO

**4.3. PRICING:**

Description	Unit	Qty	Unit Price	Total
<b>4.3.1. 3/8" Preservation Chip Seal Treatment</b>	SY	693,326	\$ 3.47	\$ 2,405,841.22
<b>4.3.2. Temporary Centerline Markers (Spaced 40' o/c)</b> *Note: The quantity shown is the Boone County estimated quantity. Callaway County does not plan to install centerline markers, but this pricing shall be available to all contracting agencies to use at their discretion.	EA	2,273	\$ 1.00	\$ 2,273.00
<b>4.3.3. Additional Post-Sweeping (per Section 2.33.5., item 3)</b> * Note: The quantity shown is the Boone County estimated quantity. Callaway County does not plan to use this item, but this pricing shall be available to all contracting agencies to use at their discretion so long as it meets Section 4.3.4.	SY	196,688	\$ 0.25	\$ 49,172.00
<b>4.3.4. Minimum Quantity (SY) Required for Additional Post-Sweeping per Section 2.33.5., item 3. *See the estimated quantities note in section 4.3.3.</b>	70.000 SY			
<b>BID TOTAL (4.3.1. through 4.3.4.)</b>				<b>\$ 2,457,286.22</b>

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

4.4 Will you honor the submitted prices for purchase by other entities in Boone County (not already listed) who participate in cooperative purchasing with Boone County, Missouri?

Yes       No

4.5 **Subcontractors: List all Subcontractors that are planned to be utilized on this project:**

No Subcontractors \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The undersigned offers to furnish and deliver the articles and/or services as specified by the prices and terms stated above and in strict accordance with all of the requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they comply with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

Authorized Representative Signature:



Date: 4/21/2026

Print Name and Time of Authorized Representative:

Michael Hartman 8:00 AM

### STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: BMC Enterprises dba Missouri Petroleum Products Co.
2. Business Address: 1620 Woodson St. Louis, MO 63114
3. Date Organized: 1932
4. Date Incorporated: 2002
5. List federal tax identification number: 47-0913036  
If not incorporated, state type of business (sole proprietor, partnership, or other)
6. Number of years engaged in business under present legal name: 94
7. If you have done business under a different name, please give the name and business location under that name:  
No
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where, and why?  
No
10. Have you ever defaulted on a contract? No If so, please explain:
11. List all contracts completed within the last three years for work similar in scope to that described in this bid, including the value of each.  
See Attached
12. List of projects currently in progress: None

\* Attach additional sheets as necessary \*



**Brijanna Purdy, Buyer**  
5551 S. Tom Bass Rd.  
Columbia, MO 65201  
(573) 886-4394  
Email: [bpurdy@boonemo.gov](mailto:bpurdy@boonemo.gov)

**Standard Terms and Conditions**

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in the County's sole discretion, shall give the County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided to submit bids, must return the bid and bid sheets comprised in this bid, give the unit price, and extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entity contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, 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.
20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.
24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

*Revised: 01/10/24*

(Please complete and return with Contract)

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)**

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

Michael Hartman Vice President

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



\_\_\_\_\_  
**Signature**

4/21/2026

\_\_\_\_\_  
**Date**

Boone County Purchasing



**Brijanna Purdy, Buyer**  
5551 S. Tom Bass Rd.  
Columbia, MO 65201  
(573) 886-4394  
Email: [BPurdy@boonemo.gov](mailto:BPurdy@boonemo.gov)

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**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

<https://www.e-verify.gov>

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

If you are an **Individual/Proprietorship**, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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

County of St. Louis )  
 )ss  
State of Missouri )

My name is Michael Hartman . I am an authorized agent of BMC Enterprises (the Missouri Petroleum Products Co  
(Bidder). This business is enrolled and participates in a federal work  
authorization program for all employees working in connection with services provided to the  
County. This business does not knowingly employ any person 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, shall not thereafter be  
in violation, and submit a sworn affidavit under penalty of perjury that all employees are lawfully  
present in the United States.



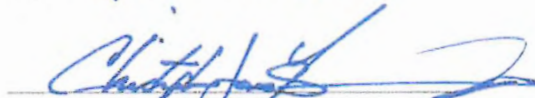
Affiant

4/21/2026

Date

Michael Hartman  
Printed Name

Subscribed and sworn to before me this 21 day of April, 2026.

  
Notary Public

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

CHRISTOPHER JAMES FINN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires: Mar. 08, 2029  
Commission # 17904614



Company ID Number: 1719229

**Approved by:**

<b>Employer</b> BMC Enterprises	
<b>Name (Please Type or Print)</b> Melissa A Wilkinson	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/23/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/23/2021



Company ID Number: 1719229

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	BMC Enterprises
<b>Company Facility Address</b>	8112 Maryland Ave Suite 320 Clayton, MO 63105
<b>Company Alternate Address</b>	
<b>County or Parish</b>	SAINT LOUIS
<b>Employer Identification Number</b>	451607919
<b>North American Industry Classification Systems Code</b>	339
<b>Parent Company</b>	
<b>Number of Employees</b>	20 to 99
<b>Number of Sites Verified for</b>	1 site(s)

*If the vendor is an individual bidding to the County, the Vendor shall complete this page by identifying the applicable option below.*

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

*Choose one of the three following options as it applies:*

**Option**

\_\_\_ **1.** I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

\_\_\_ **2.** I do not have the above documents but provide an affidavit (copy attached – see following page) which may allow for temporary 90-day qualification.

\_\_\_ **3.** I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

N/A  
Applicant

4/21/2026  
Date

Michael Hartman  
Printed Name

**AFFIDAVIT**

(Only Required for Certification of Individual Bidder

(Option #2)

*(see previous page)*

N/A

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

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

County Bid Number 14-22APR26

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

Job Location Boone & Callaway Co.

April 21, 2026

To the Boone County Purchasing Department  
Columbia, Missouri

To Whom It May Concern:

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

BMC Enterprises dba Missouri Petroleum Products Co.

Contractor  
By [Signature]  
(Signature)

Vice President  
(Title)

State of Missouri

County of St. Louis ss

Subscribed and sworn to before me this 21 day of  
April, 2026, at 8:00AM

[Signature]  
Notary Public

(SEAL)  
My Commission expires March 8, 2029

AFFIDAVIT-SETTLEMENT OF CLAIMS 16.1

CHRISTOPHER JAMES FINN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires: **Mar. 08, 2029**  
Commission # 17904814

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St. Louis


Michael Hartman, being first duly sworn, deposes and

says that they are Vice President  
(Title of Person Signing)

of BMC Enterprises dba Missouri Petroleum Products Co.  
(Name of Bidder)

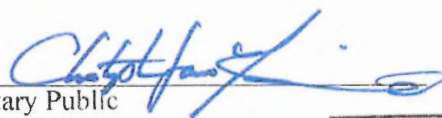
And that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any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

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

By 

By \_\_\_\_\_

Sworn to before me this 21 day of April, 2026

  
Notary Public

My Commission Expires March 8, 2029

CHRISTOPHER JAMES FINN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires: Mar. 08, 2029  
Commission # 17904614

**SIGNATURE AND IDENTITY OF BIDDER**

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

sole individual                       partnership                       joint venture  
 corporation, incorporated under the laws of the state of \_\_\_\_\_

Dated April 21, 20 26

Name of individual, all partners, or joint venturers:

Address of each:

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

Address of principal place of business in doing business under the name of:

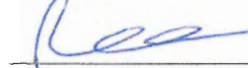
\_\_\_\_\_  
(If using a fictitious name, show this name above in addition to legal names.)

BMC Enterprises dba Missouri Petroleum Products Co

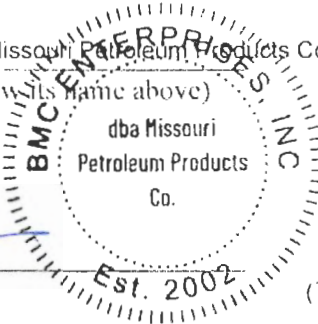
(If a corporation - show its name above)



ATTEST:



(Secretary)



Vice President

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**BMC Enterprises, Inc. dba  
Missouri Petroleum Products Company  
1620 Woodson Road  
St. Louis, MO 63114**

**SURETY:**

*(Name, legal status and principal place of business)*

**Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116**

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

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

**OWNER:**

*(Name, legal status and address)*

**Boone County Purchasing Department  
5551 S. Tom Bass Rd., Room 206  
Columbia, MO 65201**

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

**PROJECT:**

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

**2026 Chip Seal Pavement Preservation for Boone and Callaway Counties; Bid # 14-22APR26**

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

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

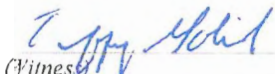
When this Bond has been furnished to comply with a statutory or other legal requirement in the jurisdiction of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted. Other provisions conforming to such statutory or other legal requirement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


Signed and sealed this 22nd day of April, 2026

  
*(Witness)*

**BMC Enterprises, Inc. dba  
Missouri Petroleum Products Company**  
*(Principal)* 

*(Title)* VICE PRESIDENT

  
*(Witness)*

**Liberty Mutual Insurance Company**  
*(Surety)* 

*(Title)* Nancy Nemec Nancy Nemec, Attorney-in-Fact





# POWER OF ATTORNEY

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

Certificate No: 8214991 - 971184

**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, Audria Coleman, Evan R. Derr, G. Dale Derr, Gladys D. Rogers, Julie Cline, Kathrine Kreckler, Kelsey Becker, Liz Talbott, Mark Nelson, Meghan Schraet, Nancy Nemeec, Randal T. Noah, Tammy L. Masterton, Tiffany Gobich, Trinity Lukens

all of the city of Cincinnati state of OH 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 4th day of November, 2025



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

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 4th day of November, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029  
Commission number 1126044  
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 Nathan J. Zangerle, 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 22nd day of April, 2026



By: Renee C. Llewellyn  
Renee C. Llewellyn, 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.

# Boone County Purchasing

**Brijanna Purdy**  
Buyer



5551 S. Tom Bass Rd.  
Room 206  
Columbia, MO 65201  
Phone: (573) 886-4394  
bpurdy@boonemo.gov

## BOONE COUNTY, MISSOURI

### Request for Bid # 14-22APR26 - 2026 Preservation Chip Seal

#### ADDENDUM # 1 - Issued April 3, 2026.

Prospective bidders are hereby notified of the following revisions to the Request for Bid 14-22APR26:

1. **REVISE:** Attachment list number 14. Prevailing Wage Number 31 to Prevailing Wage Number 32.
2. **REVISE:** Page 49 item 16. Prevailing Wage Order #30 to Prevailing Wage Order #32.
3. **REVISE:** Attachment: 2026 Pavement Preservation Boone County Preservation Chip Seal Projects line item 47 Cedar Tree Ln 2 description from Rte M to Jemerson Creek Rd to Rte M to Bayte Ln.
4. For informational purposes only, the pre-bid Meeting sign-in sheet from April 7<sup>th</sup>, 2026, is attached.

*This addendum is issued following the Request for Bid requirements in section 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with the bid response.*

By: **Brijanna Purdy**  
Brijanna Purdy, Buyer  
Boone County Purchasing

The bidder has examined **Addendum #1 to Request for 14-22APR26 - 2026 Preservation Chip Seal – Term & Supply** receipt of which is hereby acknowledged.

Company Name: BMC Enterprises dba Missouri Petroleum Products Co.

Address: 1620 Woodson St. Louis, MO 63114

Telephone: 314-378-3911 Fax: 314-991-4037

Federal Tax ID (or Social Security #): 47-0913036

Print Name: Tim Parker Title: Construction Operations Manager

Authorized Signature:  Date: April 14, 2026

Contact Name and E-Mail Address to receive documents for electronic signature:

Mike Hartman      Mhartman@missouripetroleum.com

**PREBID CONFERENCE  
SIGN IN SHEET**

**14-22APR26 – 2026 Preservation Chip Seal**

	Representative Name	Business Name	Telephone Number	Fax Number	E-Mail Address
1.	Melinda Bobbitt	Boone County Purchasing	573-886-4391		mbobbitt@boone.mo.gov
2.	Justin Vermette	Missouri Petroleum	636-368-2240		Jvermette@missouripetroleum.com
3.	Tim Parker	Missouri Petroleum	314-378-3911		Timp@missouripetroleum.com
4.	Clint Lewis	Vance Brothers	660-277-3979		clewis@vancebrothers.com
5.	Dan Hard	Boone County	573-886-4480		dhard@boone.mo.gov
6.	Jeff McCann	Boone County	573-886-4478		jmcann@boone.mo.gov
7.	Michelle Brooks	Boone County	573-886-4392		mbrooks@boone.mo.gov
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					



1620 Woodson Road  
St. Louis, Missouri 63114

Phone: (314) 219-7305  
Fax: (314) 991-9624

**REFERENCES:**

**2022 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Dollar Amount</u>
Boone & Callaway Counties City of Fulton & Mexico	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	\$ 1,957,057.71
City of Troy	800 E Cap Au Gris Troy, MO 63379	Jeff Burkemper (636)528-4646	\$ 161,601.33
Cole County	5055 Monticello Road Jefferson City, MO 65109	Matt Prenger (573)636-3614	\$ 590,182.13
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	\$ 199,999.29
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Elias McDonald (636) 828-5777	\$ 285,365.40



1620 Woodson Road  
 St. Louis, Missouri 63114

Phone: (314) 219-7305  
 Fax: (314) 991-9624

**REFERENCES:**

**2023 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representaive</u>	<u>Dollar Amoun</u>
Boone & Callaway Counties City of Fulton & Mexico	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	\$ 2,647,894.12
City Of Sunset Hills	3939 S. Lindberg BLVD Sunset Hills, MO 63127	Wesley E. Searcy (314)849-3400	\$ 221,010.48
Cole County	5055 Monticello Road Jefferson City, MO 65109	Matt Prenger (573)636-3614	\$ 568,216.87
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	\$ 199,687.18
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Elias McDonald (636) 828-5777	\$ 285,399.35



1620 Woodson Road  
St. Louis, Missouri 63114

Phone: (314) 219-7305  
Fax: (314) 991-9624

**REFERENCES:**

**2024 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Dollar Amount</u>
Boone & Callaway Counties City of Fulton, Mexico and Ashland	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	\$ 2,559,188.77
Cole County	5055 Monticello Road Jefferson City, MO 65109	Matt Prenger (573) 636-3614	\$ 740,563.30
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	\$ 245,455.32
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Jerry Thorton (636) 828-5777	\$ 305,801.10



1620 Woodson Road  
St. Louis, Missouri 63114

Phone: (314) 219-7305  
Fax: (314) 991-9624

**REFERENCES:**

**2025 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Dollar Amount</u>
Boone & Callaway Counties Centraila Special Road Distict	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	\$ 2,323,605.00
Cole County	5055 Monticello Road Jefferson City, MO 65109	Matt Prenger (573)636-3614	\$ 699,711.00
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	\$ 424,912.00



1620 Woodson Road  
St. Louis, Missouri 63114  
Phone: (314) 219-7312  
Fax: (314) 991-9624  
Email: [cgabbert@missouripetroleum.com](mailto:cgabbert@missouripetroleum.com)  
Web: [www.missouripetroleum.com](http://www.missouripetroleum.com)

March 30, 2026

Mr. Dan Haid, Project Manager  
Boone County Resource Management  
801 E. Walnut  
Columbia, Missouri 65201

RE: Seal Coat Mix Design Submittal  
Project Name: 2026 Chip Seal Pavement Preservation for Boone County  
Project Bid: 14-22APR26

Dear Mr. Haid:

The following documents are included in this transmittal for your review and approval:

- For Grade A1 Aggregate:
  - Seal Coat Design Report
  - Seal Coat Design
  - Aggregate Supplier Report and Summary Letter
  - Interstate Testing Aggregate Report
- For all mix designs:
  - Bi-State Emulsion Certification Letter for CHFRS-2P Cationic High-Float Rapid Set Polymer-Modified emulsion
  - Bi-State Emulsion Certificate of Analysis for CHFRS-2P

If you have any questions or need additional information, please contact me at my above phone or email address.

Sincerely,

Chase Gabbert  
Technical Manager

Enclosure: Seal Coat Grade A1 Transmittal Package



# CHIP SEAL DESIGN McLeod Method

Chapter 4 MnDOT  
Seal Coat Design (2006)<sup>1</sup>

<sup>1</sup>Note: Corrected H to: H = (M/1 139285)+(0.011506\*F1)

300NE/CALLAWAY	2026 BOONE & CALLAWAY COUNTIES	Monday, March 30, 2026
District	County:	JOB / Location
2026 CHIP SEAL PROGRAM	MODOT A1	Missouri Petroleum Products Co LLC
Project Name	Agency	Prime Contractor
Bi-State Emulsions	3714 Big Bend Industrial Ct, St. Louis, MO 63143	CHFRS-2P
Binder / Emulsion Source	Binder / Emulsion Source Location	Binder Grade / Emulsion Type
Iron Mountain Trap Rock	1325 Highway N, Ironton, MO 63650	3/8" x 1/4" Seal Coat (NFM Product #42-B1)
Aggregate Source	Aggregate Location	Aggregate Material Type

Average Gradation		MODOT 1003.2.2 Specification	Description
Sieve	% Passing		
3/4	100	0.24	in, Median size of aggregate, M (See Graph @ D <sub>50</sub> )
1/2	100	10%	Anticipated whip off, E (Drop Down)
3/8	98	97-100	(Assume 10% unless very low volume, very low speed)
1/4	54	0.4%	Aggregate Absorption (whole percent)
4	20	0-25	Loose unit weight of aggregate in lbs/ft <sup>3</sup> (W)
8	7	500 - 1000	Average daily traffic count (Drop Down Menu)
16	1	0-1	Surface condition (Drop down menu):
50	1		(d) Slightly pocked, porous and oxidized surface
200	0.3		

Type of bitumen to be used: Emulsions Residual Asphalt (%): 67  
(in percent; use 67% default)

Is aggregate slag or absorptive gravel? (Drop Down Menu) NO (Over 1% Absorption = Absorbive = Yes)

90 = Flakiness Index (%) 2.611 = Specific Gravity

### SUMMARY OF RESULTS

<b>Application Rate of Aggregate</b>	<b>24</b>	Lbs. per sq. yd.	Average Least Dimension (H) <u>0.221</u> inches
Wheelpath	<u>0.34</u>	Gals. Per sq. yd.	Voids in Loose Aggregate (V) <u>47.52%</u>
Non Wheelpath*	<u>0.36</u>	Gals. Per sq. yd.	Traffic Correction Factor (T) <u>0.7</u>
<b>Application of Liquid*</b>	<b>0.35</b>	Gals. Per sq. yd.	Surface Condition Factor <u>0.06</u>
*Note - For "Shoulders only" jobs use Non Wheelpath			Absorbive Aggregate Factor <u>0.00</u>

Designed by: C. Gabbert, Technical Manager

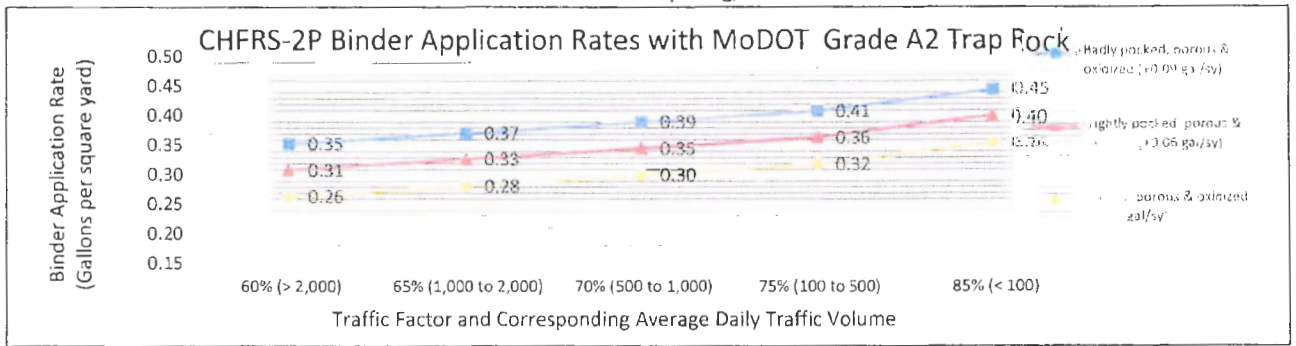
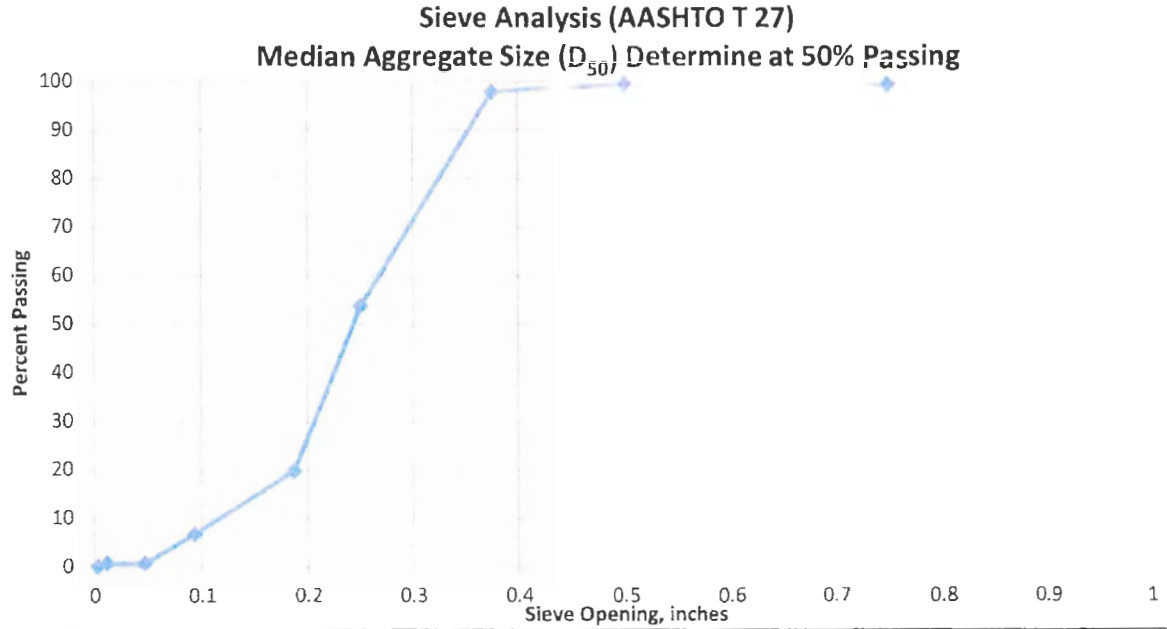
Date: Monday, March 30, 2026



CHIP SEAL DESIGN  
McLeod Method

Chapter 4 MnDOT  
Seal Coat Design (2006)<sup>1</sup>

<sup>1</sup>Note: Corrected H to:  $H = (M/1.139285) + (0.011506 * FI)$



#### Flakiness Index (FI) Calculation (Method FLH 508 using Utah DOT Part 8 Section 933.06 TABLE I)

Size Fraction	Weight Retained (grams)	Weight Passing (grams)
1/2 - 3/8	0	107.3
3/8 - 1/4	136.1	1004.9
1/4 - No. 4	72.4	678.2
<b>TOTAL:</b>	<b>208.5</b>	<b>1790.4</b>

FI = 90



1620 Woodson Road  
St. Louis, Missouri 63114  
[www.missouripetroleum.com](http://www.missouripetroleum.com)  
Phone: (314) 219-7312  
Fax: (314) 991-9624

## Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain Trap Rock Company, 325 Highway NN, Ironton, MO 63650

Aggregate Type: MODOT Grade A1: 3/8" x 1/4" (NFM Product #42-A1)

Aggregate Application Rate: 24 pounds/square yard\*

Emulsion Source: Bi-State Emulsions, 3714 Big Bend Industrial Ct, St. Louis, MO 63143

Emulsion Type: CHFRS-2P composed of SBR Polymer

Emulsion Application Range: 0.35 gallons/square yard\*\*

---

Chase Gabbert

Technical Manager

---

Monday, March 30, 2026

Date

Prepared for: 2026 CHIP SEAL PAVEMENT PRESERVATION FOR BOONE & CALLAWAY COUNTIES

\*The design aggregate application rate of 24 pounds per square yard is a suggested maximum rate to avoid shelling.

\*\*The design emulsion application rate has been determined to be optimum for the aggregate used. A variance of +/-0.02 gallons per square yard should be allowed based upon on site surface conditions. The contract target application rate of 0.35 gallons per square yard for a single lift of Grade A1/B1 Porphyry may result in excessive flushing or bleeding. Changes to the emulsion application rate shall be made by the engineer on a site-by-site basis.

Test results, opinions, or interpretations are based on material supplied by the client. This is for the exclusive use of the client to which it is addressed. No reproduction or facsimile in any form should be made without the client's written permission. Missouri Petroleum Products Company, LLC assumes no liability and makes no warranty expressed or implied as to the material or the products or processes contained in this report.



March 16th, 2026

Mr. Chase Gabbert  
 Missouri Petroleum  
 1620 Woodson Road  
 St. Louis, MO 63114

**Re:** NFM Iron Mountain 3/8" x 1/4" – MoDOT Grade A1 Seal Coat Aggregate

Dear Mr. Gabbert:

New Frontier Materials certifies that the 3/8" x 1/4" (NFM product #42-A1) supplied from our Iron Mountain Quarry will comply with the requirements of Section 1003 "Aggregates for Seal Coats" of the *Missouri Standard Specifications for Highway Construction*. This Material meets/exceeds the Grade A1 Aggregate gradation specifications.

A typical gradation of this material is as follows

**Percent by Weight (Mass)**

<u>Size</u>	<u>Gradation</u> (% Passing)	<u>Grade A1 Aggregate</u> <u>MoDOT Spec.</u> (%)
1/2"	100	100
3/8"	98	97-100
#4	16	0-25
#200	0.1	0-1.0
Deleterious Rock:	0.0%	Two Fractured Faces: 100%
Shale:	0.0%	Thin, Elongated Particles (5:1): 10%
Other Foreign Material:	0.0%	Micro-Deval Abrasion: 2%
<b>Total Deleterious:</b>	<b>0.0%</b>	Bulk Spec. Gravity / Absorption: 2.590 / 0.4%
		Dry Rodded / Loose Unit Wt.: 91.5 pcf / 84.2 pcf

If I may be of further service, please call.

Sincerely,

**NEW FRONTIER MATERIALS**  
 Materials Services

Steve Rosenthal  
 Quality Control Manager

*An Equal Opportunity Employer*

2300 CREVE COEUR MILL ROAD \* MARYLAND HEIGHTS, MISSOURI 63043-8501  
 314.473-3434

[www.newfrontiermaterials.com](http://www.newfrontiermaterials.com)

**LABORATORY REPORT - CERTIFICATE OF ANALYSIS**

BI-STATE EMULSIONS LLC  
 3714 BIG BEND IND. CT.  
 MAPLEWOOD, MO 63143  
 (314) 645-1818

**MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT**

LAB SAMPLE NO: MBS-25-161 MATERIAL: CHFRS-2P

<b>TESTS ON EMULSIFIED ASPHALT:</b>	<b>RESULTS</b>
RESIDUE BY DIST. METHOD %	68
OIL DISTILLATE, % BY VOLUME	0.5
VISCOSITY S.F. AT <u>122</u> F. SECS	335
DEMULSIBILITY <u>35</u> ML. <u>80%</u>	70.7
SIEVE TEST <u>20</u> MESH-%	.00
STORAGE STABILITY <u>24</u> HOUR	0.00
CEMENT MIXING TEST	
PARTICLE CHARGE	POS

**TESTS ON PAVING AND INDUSTRIAL ASPHALTS (FOR RESIDUE OF LIQUID EMULSIFIED ASPHALTS):**

PENETRATION AT <u>77</u> F°	108
DUCTILITY AT <u>77</u> F-CMS	
SOLUBILITY IN TRICHLOROETHYLENE %	99
ELASTIC RECOVERY %	66.25
ASH	
SOFTENING POINT F°	148
FLOAT TEST ON RES. AT <u>140</u> ° F. SECS.	1800+
ABSOLUTE VISCOSITY 140°F POISES	1500+
LATEX %	4%

**TESTS ON LIQUID ASPHALTS:**

TANK # <u>10</u>	WT. PER GAL <u>8.26</u>
GALLONS <u>20,000</u>	Specific Gravity <u>0.9933</u>

**I CERTIFY THAT THE ABOVE ASPHALTIC EMULSIONS MEET REQUIRED PRODUCT SPECIFICATIONS.**

TESTED BY TYLER BRINKMANN DATE 9/15/2025

I CERTIFY TO THE CORRECTNESS OF THE ABOVE Chase Gabbert



---

**Missouri Petroleum Products Co., LLC**

20 Woodson Road  
Louis, Missouri 63114

**FIRST CLASS MAIL**

04-01-2016

Boone County Purchasing Department  
5551 S. Tom Bass Road  
Room 206  
Columbia, MO 65201

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

May Session of the January Adjourned

Term. 20 26

26th

day of

May

20

26


In the County Commission of said county, on the

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

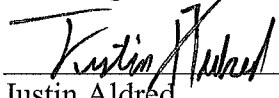
Now, on this day, the County Commission of the County of Boone does hereby approve Amendment 5 to C000688 (32-29SEP23) with Professional Contractors and Engineers for the Boone County Road and Bridge Department Door and Wall Repair. The term of the agreement are set out in the attached amendment, and the Presiding Commissioner is authorized to sign the same.


Done this 26th day of May 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Brijanna Purdy**  
Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4394

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Brijanna Purdy, Buyer  
**DATE:** May 15, 2026  
**RE:** Amendment #5 to Contract C000688 from Request for Bid 32-29SEP23 – Small Interior and Exterior Construction Projects with Professional Contractors & Engineers

Amendment #5 to contract C000688, awarded from RFB 32-29SEP23, the Boone County Qualified Vendors List (QVL) for Small Interior and Exterior Construction Projects awards the Boone County Road & Bridge Door & Wall Repair to Professional Contractors & Engineers, Inc. (PCE). Contract C000688 is one of six contracts awarded as Countywide Term and Supply contracts. Boone County Road & Bridge Door & Wall Repair is overseen by the Boone County Road & Bridge Department.

Contract C000688 with PCE was originally awarded on November 02, 2023, by the Purchasing Director, Melinda Bobbitt.

Total amount for the repair is \$7,337.00. Payment for the project will reference:

- Department 2048 - Road & Bridge Insurance Activity
- Account 71018 – Other Claims Deductible (Budget \$5,000.00)
- Department 2048 – Road & Bridge Insurance Activity
- Account 60100 – Building Repairs/Maintenance (Budget \$2,337.00)

**cc:** Greg Edington – Road and Bridge Department  
Jody Moore – Facility Management Department  
Contract File





**Boone County Road & Bridge Door & Wall Repair**  
**RFB32-29SEP23 – Co-operative Boone County Contract**

May 11, 2026

PCE is pleased to provide all labor, material and equipment to complete this project in accordance with the Request for Quotations email and on-site visit. Please see page 2 for pricing breakdown per **Boone County Term & Supply** contract 2025.

Project: *Boone County Road & Bridge – Repair Door & Wall at*

Address: 5501 Oakland Gravel Rd.  
Columbia, MO

**Scope of Work: Repair Door & Wall from Vehicular damage**

- Shore & remove damaged wood beam & aluminum trim & replace with new at damaged locations
- Remove door & frame
- Replace bent door frame
- Reinstall existing door

Price: **\$7,337.00**

**Exclusions:**

- Bonds (not required)
- Sales Tax (not required)
- Overtime (not required)
- Prevailing Wage (not required)

If you have any questions, please do not hesitate to reach out.

Lauraine Contreras

(573) 239-4076

[LContreras@pce-mo.com](mailto:LContreras@pce-mo.com)

---

LAURAINÉ CONTRERAS, PROJECT MANAGER



**Base Price:**

<u>Line Item</u>	<u>Rate</u>	<u>Totals</u>
Laborer	\$45.05	\$4,000.00
Materials		\$2,937.00
Mark Up	10%	\$400.00

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### Gen. Business - For Profit Details as of 5/12/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

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General Information

Fillings

Principal Office Address

Name(s) **PROFESSIONAL CONTRACTORS &  
ENGINEERS, INC.** Principal Office Address **5900C N Tower Dr  
COLUMBIA, MO 65202-9437**

Type **Gen. Business - For Profit** Charter No. **00325465**

Domesticity **Domestic** Home State **MO**

Registered Agent **Robe, Matthew W** Status **Good Standing**  
**5900-C North Tower Dr**  
**COLUMBIA, MO 65202**

Date Formed **3/8/1989**

Duration **Perpetual**

Renewal Month **April**

Report Due **7/31/2027**

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May 4, 2026



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Apr 17, 2026



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- All Words (i)
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"PROFESSIONAL CONTRACTORS & ENGINEERS, INC." ×

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**CONTRACT AMENDMENT NUMBER FIVE  
SMALL INTERIOR AND EXTERIOR CONSTRUCTION PROJECTS – JOB ORDER CONTRACT  
QUALIFIED VENDORS LIST – TERM & SUPPLY**

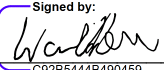
The Agreement, County Contract **C000688**, awarded from Boone County RFB 32-29SEP23, dated November 02, 2023, made by and between Boone County, Missouri and **Professional Contractors & Engineers, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


1. **ADD Amendment Five - Attachment One** as attached hereto for the award of the **Boone County Road & Bridge Door & Wall Repair**. Performance shall adhere to the details of the project shown in said attachment that incorporates the **PCE Construction Proposal dated May 11, 2026. Amendment Five - Attachment One** shall be incorporated into the contract by reference. Professional Contractors & Engineers shall perform the work for the firm not-to-exceed total project price of **\$7,337.00**.
2. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

**PROFESSIONAL CONTRACTORS  
& ENGINEERS, INC.**

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
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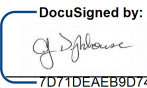
By: Boone County Commission  
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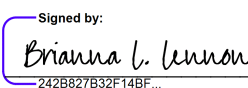
Kip Kendrick, Presiding Commissioner

Title COO

APPROVED AS TO FORM:

ATTEST:

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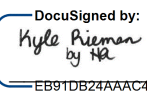
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CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION**

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

 \_\_\_\_\_  
EB91DB24AAAC49D...

5/15/2026

2048/60100: \$2,337.00  
2048/71018: \$5,000.00

Signature

Date

Appropriation Account

## COUNTY OF BOONE, MISSOURI

### SMALL INTERIOR CONSTRUCTION PROJECT DESCRIPTION: BOONE COUNTY ROAD & BRIDGE DOOR & WALL REPAIR

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THE UNDERSIGNED QVL Contractor, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, and tools necessary to perform all labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

#### SECTION I

THE UNDERSIGNED QVL CONTRACTOR UNDERSTANDS that the specifications and bonds governing the Small Interior Construction Work Project contemplated are compliant with the terms of the **Small Interior Construction Projects – Job Order Contract Qualified Vendors List** contract, and all formal and authorized amendments thereto.

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

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

#### SECTION II

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

#### SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included.

#### SECTION IV

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

**SECTION V**

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

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Agreement for the specific **Small Exterior Construction Project**, the amount of **liquidated damages** to be recovered on this project shall not exceed \$100.00 per day.

In compliance with this Request for Bid for the specific **Small Exterior Construction Project** and subject to all the conditions thereof, the QVL Contractor agrees to furnish the services/equipment, supplies requested and proposed and certifies the Contractor has read, understands, and agrees to all terms, conditions, and requirements herein and is authorized to contract on behalf of the firm named below. Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses Docusign for electronic signature of contract and for making an amendment to the contract for **Small Exterior Construction Projects – Job Order Contract Qualified Vendors List**. The person signing must be a person who has the legal authority to contractually bind the offeror's/QVL Contractor's company in a contract with the County.

***Complete and submit to Boone County Facilities Management Department after work is performed***

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

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

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

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

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

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

To Whom It May Concern:

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

\_\_\_\_\_  
Contractor

By

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

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

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

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

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

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

(SEAL)

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

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

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

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

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

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

**Errors or Omissions** – If Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance to cover claims arising out of the negligent acts, errors or omissions of Contractor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$2,000,000.

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

**Builder's Risk** – The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract or in an amount not less than \$1,000,000.00 whichever is greater.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

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

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
5551 S. Tom Bass Road  
Columbia, MO 65201



**Boone County Road & Bridge Door & Wall Repair**  
**RFB32-29SEP23 – Co-operative Boone County Contract**

May 11, 2026

PCE is pleased to provide all labor, material and equipment to complete this project in accordance with the Request for Quotations email and on-site visit. Please see page 2 for pricing breakdown per **Boone County Term & Supply** contract 2025.

Project: *Boone County Road & Bridge – Repair Door & Wall at*

Address: 5501 Oakland Gravel Rd.  
Columbia, MO

**Scope of Work: Repair Door & Wall from Vehicular damage**

- Shore & remove damaged wood beam & aluminum trim & replace with new at damaged locations
- Remove door & frame
- Replace bent door frame
- Reinstall existing door

**Price: \$7,337.00**

**Exclusions:**

- **Bonds (not required)**
- **Sales Tax (not required)**
- **Overtime (not required)**
- **Prevailing Wage (not required)**

If you have any questions, please do not hesitate to reach out.

Lauraine Contreras

(573) 239-4076

[LContreras@pce-mo.com](mailto:LContreras@pce-mo.com)

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LAURINE CONTRERAS, PROJECT MANAGER



**Base Price:**

<b><u>Line Item</u></b>	<b><u>Rate</u></b>	<b><u>Totals</u></b>
Laborer	\$45.05	\$4,000.00
Materials		\$2,937.00
Mark Up	10%	\$400.00



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

May Session of the January Adjourned

Term. 20 26

In the County Commission of said county, on the 26th day of May 20 26

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

Now on this day the County Commission of the County of Boone does hereby impose a county-wide sales tax pursuant to the provisions of RSMo §67.582, in the amount of **three-eighths of one percent** for the period beginning the second calendar quarter after notification of the results of the special election referenced herein to the Missouri Department of Revenue with no expiration date. Said sales tax shall be for the purpose of providing law enforcement services within Boone County. Said sales tax shall be imposed on all sales which are subject to taxation under the provisions of RSMo §§144.010 – 144.527 as amended and, pursuant to RSMo §144.032, said sales tax shall also be imposed on all sales of metered water services, electricity, electrical current, and natural, artificial, or propane gas, wood, coal, or home heating oil for domestic use only. The tax authorized by this Order shall be in addition to all other sales taxes currently authorized.

The imposition of this tax shall be effective only after approval of a majority of the qualified voters casting a ballot at a county special election. It is further ordered that the County Commission of the County of Boone hereby calls for an election to be held on Tuesday the **3rd day of November, 2026**, for the purpose of submitting to the voters the proposition contained in the following Notice of Election and Sample Ballot:

NOTICE OF SPECIAL ELECTION

Notice is hereby given to the qualified voters of the County of Boone that the County Commission of said county has called an election to be held in said county on the **3rd day of November, 2026**, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said date to vote on the proposition contained in the following sample ballot:

**OFFICIAL BALLOT**  
**COUNTY OF BOONE, STATE OF MISSOURI**  
**TUESDAY, NOVEMBER 3, 2026**

**Proposition L:**

Shall the County of Boone impose a county-wide sales tax of three-eighths (3/8) of one percent (1%) for the purpose of providing law enforcement services for the county?

YES

NO

Instructions to voters: If you are in favor of the proposition, darken the oval opposite the word "YES". If you are opposed to the proposition, darken the oval opposite the word "NO".

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

Term. 20

County of Boone

In the County Commission of said county, on the

day of

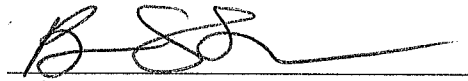
20

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


The County Clerk of Boone County is hereby directed to provide notice of and conduct the election pursuant to the provisions of Chapter 115 RSMo.


Done this 26th day of May 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner