

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 388 E. Winter Street, parcel #11-619-24-01-099.00 01.

Done this 23rd day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

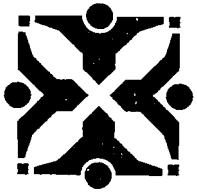
Jarret M. Thompson
Jarret M. Thompson
District II Commissioner

Photographs taken 9/5/14 @ ~ 3:30 pm
388 E. Winter Street



Lonnie Tolbert/MERS
388 E. Winter Street
Health Department nuisance notice - timeline

- 8/5/14: citizen complaint received
- 8/6/14: initial inspection conducted
- 8/8/14: notice of violation sent to owner and lien holder
- 8/11/14: lien holder signed for notice
- 8/16/14: owner signed for notice
- 9/5/14: reinspection conducted – nuisance not abated – photographs taken
- 9/10/14: hearing notice sent to owner and lien holder



HEARING NOTICE

Lonnie Tolbert
388 E. Winter Street
Columbia, MO 65202-8869

An inspection of the property you own located at 388 E. Clearview Drive (parcel # 11-619-24-01-099.00 01) was conducted on August 6, 2014 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, September 23, 2014 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

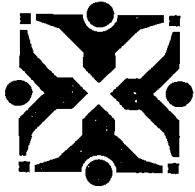
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 10th day of September 2014 by mn.



HEARING NOTICE

Mortgage Electronic Registration Systems Inc.
PO Box 2026
Flint, MI 48501-2026

An inspection of the property you hold a lien on located at 388 E. Clearview Drive (parcel # 11-619-24-01-099.00 01) was conducted on August 6, 2014 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

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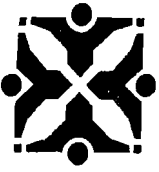
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Sincerely,

Kristine Vellema
Environmental Health Specialist

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CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Lonnie Tolbert
388 E. Winter Street
Columbia, MO 65202-8869

An inspection of the property you own located at 388 E. Winter Street (parcel # 11-619-24-01-099.00 01) was conducted on August 6, 2014 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 8th day of August 2014 by mn.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

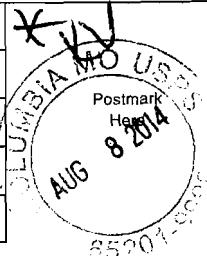
U.S. Postal Service™
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For delivery information visit our website at www.usps.com®

OFFICIAL USE

7012 2920 0002 4698 1388

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48



Sent To **Lonnie Tolbert**
 Street, Apt. No., or PO Box No. **388 E. Winter St.**
 City, State, ZIP+4 **Columbia, MO 65202-8869**

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lonnie Tolbert
 388 E. Winter St.
 Columbia, MO 65202-8869

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

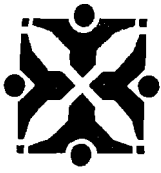
B. Received by (Printed Name) **Lonnie Tolbert** C. Date of Delivery **8/16**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7012 2920 0002 4698 1388**



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Mortgage Electronic Registration Systems Inc.
PO Box 2026
Flint, MI 48501-2026

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Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Health Specialist

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1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	September Session
388 E. Winter Street)	July Adjourned
Columbia, MO 65202)	Term 2014
)	Commission Order No. <u>442-2014</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 23rd day of September 2014, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 338 E. Winter Street, a/k/a parcel# 11-619-24-01-099.00 01, Section 24, Township 49, Range 13 as shown in deed book 3665 page 0148, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 11th day of August to the lien holder and the 16th day of August to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

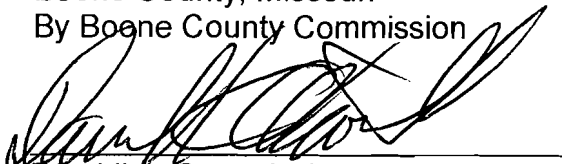
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

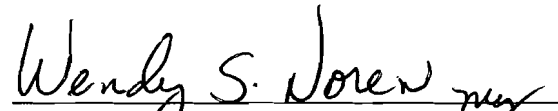
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7012 2920 0002 4698 1371

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$6.48



Sent To: **Mortgage Electronic Reg. System Inc.**
P.O. Box 2026
Flint, MI 48501-2026

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Mortgage Electronic Reg. System Inc.
P.O. Box 2026
Flint, MI 48501-2026

COMPLETE THIS SECTION ON DELIVERY

A. Signature: **WILLIAM E BARR** Agent
 Addressee
William E Barr
B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7012 2920 0002 4698 1371

PS Form 3811, July 2013

Domestic Return Receipt

8/26





- 6021
- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 6021 Status: Open Entity: City of Columbia
Description: 521 E. Clearview Dr.
Comments
Tall grass & weeds. Trash and junk all over the yard.

Call Details

Call type: CE-County Nuisance
Entry date/time: 08/05/2014 10:36:09
Entry user ID: Niles, Michelle M Health -
Origin:
Work group: Environmental Health

Contact Information

Q Contact ID: 154830
Contact name: Undefined
Q From phone: (573) 555-5555
Customer:
Location:
Service:

Call Assignment/Notification

Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Vellema, Kristine - Health B

Close Information

Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Room 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 11-619-24-01-099.00 01

Property Location 388 E WINTER ST

City **COMMON ROAD DISTRICT (CO)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **TOLBERT LONNIE**
 Address **388 E WINTER ST**
 City, State Zip **COLUMBIA, MO 65202 - 8869**

Subdivision Plat Book/Page **0011 0032**
 Section/Township/Range **24 49 13**
 Legal Description **CLEARVIEW PLAT 4 LOT 83**
 Lot Size **130.00 x 73.70**
 Irregular shape **Y**
 Deed Book/Page **3665 0148 3665 0147 3109 0147**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	11,500	67,200	78,700	RI	2,185	12,768	14,953
Totals	11,500	67,200	78,700	Totals	2,185	12,768	14,953

Most Recent Tax Bill(s)

Residence Description

Year Built **1977**
 Use **SINGLE FAMILY (101)**

Basement **FULL (4)** Attic **NONE (1)**

Bedrooms **3** Main Area **1,368**
 Full Bath **1** Finished Basement Area **0**

Half Bath **0**
 Total Rooms **5** Total Square Feet **1,368**

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Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri
Date and Time 07/13/2010 at 08:56:06 AM
Instrument # 2010013667 Book 3665 Page 148

Grantor TOLBERT, RUBY P
Grantee TOLBERT, LONNIE

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



MISSOURI WARRANTY DEED

THIS INDENTURE, Made on July 02, 2010 by and between

Grantor: Ruby P. Tolbert, a single person

AND

Grantee: Lonnie Tolbert, a married person

Whose mailing address is 388 E. Winter St., Columbia, MO, 65202

WITNESSETH THAT THE SAID GRANTOR(S), in consideration of the sum of **ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS** to be paid by said Grantee(s) (the receipt of which is hereby acknowledged), do by these presents. **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto said Grantee(s) and unto the heirs, successors and assigns of Grantee(s), the following described lots, tracts or parcels of land lying, being and situate in the County of **Boone** and State of **Missouri**, to-wit:

Lot Eighty-three (83) of Clearview Subdivision Plat No. Four (4) as shown by plat thereof recorded in Plat Book 11, Page 32. records of Boone County, Missouri.

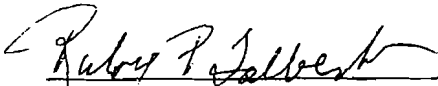
SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JUL 13 2010

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto said Grantee(s) and unto the heirs, successors and assigns of Grantee(s) forever, the said Grantor(s) hereby covenanting that he/she/they is/are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he/she/they has/have good right to convey the same, that the said premises are free and clear from any encumbrance done or suffered by him/her/them or those under whom he/she/they claim; and that he/she/they will warrant and defend the title to the said premises unto the said Grantee(s) and unto his/her/their heirs/successors and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said Grantor(s) has/have signed as of the day and year above written.




Ruby P. Tolbert

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

On July 02, 2010
before me personally appeared Ruby P Tolbert, a single person to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires _____



SUZANNE L. AYERS
My Commission Expires
July 28, 2011
Boone County
Commission #07420342

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

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

NOW ON THIS DAY THE COUNTY COMMISSION OF THE COUNTY OF BOONE DOES HEREBY ORDER READOPTING CHAPTERS 1, 2, 3, 4, 5, 6, 7 and 8, and REVISING CHAPTER 9 OF THE CODE OF HEALTH REGULATIONS FOR BOONE COUNTY, MISSOURI

NOW on this 23rd day of September, 2014, the County Commission of Boone County, Missouri, met in regular session and entered the following order in regard to revisions the Code of Health Regulations for Boone County, Missouri:

IT IS ORDERED that Chapters 1, 2, 3, 4, 5, 6, 7, 8, as currently maintained by the County Clerk of Boone County are hereby readopted, and Chapter 9 of the Code of Health Regulations for Boone County, Missouri, be revised and enacted in accordance with the text attached hereto and incorporated by reference, and

IT IS FURTHER ORDERED that the foregoing chapters 1, 2, 3, 4, 5, 6, 7, 8, and 9 of the Code of Health Regulations shall be effective from and after the date this order is entered.

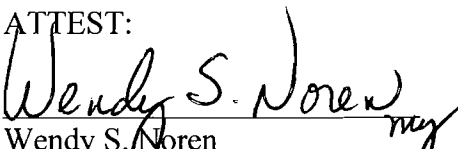
IT IS FURTHER ORDERED that the County Clerk of Boone County, Missouri, print and make available for distribution to the public copies the Code of Health Regulations, and

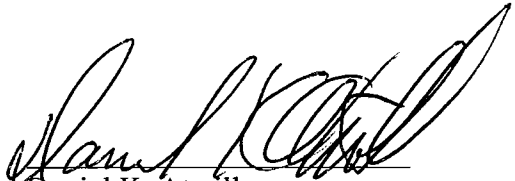
IT IS FURTHER ORDERED that the attached order pertaining to the enactment of the Code of Boone County Health Regulations be published for a period of three (3) successive weeks commencing within thirty (30) days of the date of this order.

WITNESS the signatures and seal of the Boone County Commission on the day and year first above written.

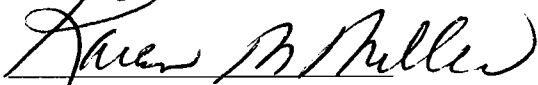
Done this 23rd day of September, 2014.

ATTEST:

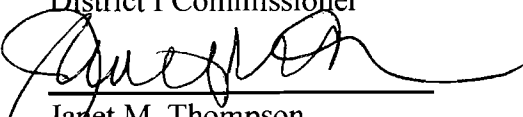

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Karen M. Miller

District I Commissioner


Janet M. Thompson

District II Commissioner

CHAPTER IX

FOOD CODE

9.1 **Purpose** - These regulations are enacted for the purpose of enhancing the public health by preventing, reporting, controlling, treating and eliminating food borne illnesses and dangerous diseases and for that purpose they are intended to adopt Chapters 1 through 8, inclusive, of the City of Columbia, Missouri Food Code effective as of the date this Chapter is adopted by the County Commission of Boone County.

9.2 **Statutory Authority and Incorporation of Certain Regulations by Reference**- These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. Chapters 1 through 8 of the “City of Columbia, Missouri, Food Code” adopted by the city council of the City of Columbia on ~~January 16, 2001~~ April 21, 2014, Ordinance No. 022040, as amended and effective as of the date this Chapter is adopted by the County Commission, is hereby adopted and shall be called the “Boone County Food Code” and is hereby incorporated by reference as if fully set forth herein verbatim except as modified by section 9.4 below.

9.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the definitions found in Chapter I of this Code shall be applicable to this chapter and the following words and terms shall have the following special meanings:

9.3.1 **Health Director or Director** - The Health Director shall be the “regulatory authority” as the term is used in the Boone County Food Code. The Health Director shall generally supervise the administration of this chapter. As used in this chapter, the term Health Director or Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter. A Health Director also may be specially appointed if ordered by the Boone

County Commission under circumstances reasonably requiring such appointment. In the absence of special appointment and designation, the Health Director shall be the acting or permanent director of the Columbia/Boone County Health Department.

9.3.2 **Regulatory Authority** – The Health Director of the Columbia/Boone County Health Department.

9.4 **Modifications to Food Code** – For purposes of the Boone County Food Code, the following modifications shall be made to the “City of Columbia, Missouri, Food Code” adopted by the city council of the City of Columbia on January 16, 2001:

9.4.1 **Deletions to Code** - Chapter 8-304.30 dealing with food service worker certificates and related training, and certificates is deleted in its entirety. All other references in the Boone County Food Code to Chapter 8-304.30 or parts thereof are further deleted.

9.4.2 **Deletion and Substitution to Code** – Chapter 8-302.14 is deleted and the following is substituted:

8-302.14 **Contents of the Application.**

The application shall include:

(A) The name, birth date, mailing address, telephone number, and signature of the person applying for the permit and the name, mailing address, and location of the food establishment;

(B) Information specifying whether the food establishment is owned by an association, corporation, individual, partnership, or other legal entity;

(C) A statement specifying whether the food establishment:

(1) Is mobile or stationary and temporary or permanent, and

(2) Is an operation that includes one or more of the following:

(a) A Category 1 establishment defined as:

A business that prepares only food that is not potentially hazardous, and does not prepare, but offers for sale only prepackaged food that is potentially hazardous

(b) A category 2 establishment defined as:

A business that prepares, offers for sale, or serves potentially hazardous food only to order upon a consumer's request.

(c) A category 3 establishment defined as:

A business that prepares potentially hazardous food in advance using a food preparation method that involves two or more steps which may include combining potentially hazardous ingredients; cooking; cooling; reheating; hot or cold holding; freezing; or thawing; Prepares food for delivery to and consumption at a location off the premises of the food establishment where it is prepared,

(d) Prepares food under (C)(2)(b) of this section for service to a highly susceptible population.

(D) The name, title, address, and telephone number of the person directly responsible for the food establishment;

(E) The name, title, address, and telephone number of the person who functions as the immediate supervisor of the person specified under 8-302.14(D) of this section such as the zone, district, or regional supervisor;

(F) The names, titles, and addresses of:

(1) The persons comprising the legal ownership as specified under (A) & (B) of this section including the owners and officers, and

(2) The local resident agent if one is required based on the type of legal ownership;

(G) A statement signed by the applicant that:

(1) Attests to the accuracy of the information provided in the application, and

(2) Affirms that the applicant will:

(a) Comply with this Code, and

(b) Allow the regulatory authority access to the establishment as specified under § 8-402.11 and to the records specified under §§ 3-203.12 and 5-205.13 and Subparagraph 8-201.14(D)(6); and

(H) Other information required by the regulatory authority.

- 9.5 **Compliance Required** - It shall be unlawful for any person to violate any provision of these regulations or any directive issued by the Health Director or Health Department made for the purpose of implementing any section or provision of these regulations. It shall be unlawful to conduct any food operation required to have a permit by virtue of these regulations without first having obtained said permit.
- 9.6 **Enforcement** - The Health Director is hereby authorized to seek the assistance of the circuit court in enforcement of these regulations, as necessary to protect the public health, including obtaining issuance of restraining orders and other orders of injunction, and other equitable remedy as may be necessary and appropriate under the circumstances.
- 9.7 **Interpretation and Severability:** The regulations enacted under this chapter are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. In the event of conflict between any regulation contained herein and any other rule, regulations or law, the provision more protective of the public health shall apply; provided, however, that in the event of irreconcilable conflict between any provision of these regulations and rules or regulations enacted by the Department of Health under Chapter 192 RSMo, or the Department of Social Services under Chapter 198 RSMo, the rules or regulations enacted by those departments under those chapters shall prevail. These regulations also shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

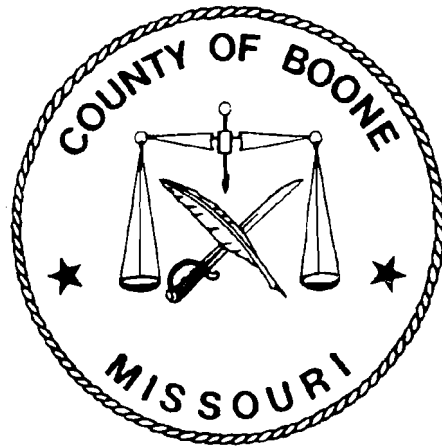
9.8 **Jurisdiction** - The regulations contained in this chapter shall be applicable to all incorporated areas in Boone County, Missouri, unless said incorporated area now has, or shall hereafter have, a population of seventy-five thousand or greater and which are maintaining organized health departments, and all unincorporated areas within Boone County, Missouri.

9.9 **Penalties and Remedies** - Any person who violates any requirement or provision of this Code shall be deemed guilty of a misdemeanor and shall be punished as provided section 192.300, RSMo, or as otherwise provided by law. Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as principal, agent or accessory, shall be guilty of such unlawful act, and every person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty. Every day any violation of any regulation of this Code shall continue shall constitute a separate offense unless otherwise specifically provided herein. The penal remedy provided herein shall not be exclusive and the Health Director or any health official may seek and obtain in their own name or in the name of the County any other judicial relief provided for in equity or at law, including but not limited to imposition of civil fines for violations of this Code as provided for in section 49.272, RSMo, and such other declaratory and injunctive relief as may be appropriate under the circumstances. Provided, however, the failure of the Health Director or Department to enforce any provision of these regulations, or to perform any duty prescribed for them hereunder, shall not itself constitute a violation of these regulations, nor is any regulation in this chapter intended to create any legal responsibility or give rise to any legal liability on the part of the Health Director or

Department to the benefit of any person who is or claims to be affected by any such failure or nonperformance. Except as otherwise provided by law, any judicial review of the actions taken by the Health Director or Department under authority of this chapter shall be as provided in chapter 536 RSMo.

9.10 **Fees** – The County Commission has the authority to establish reasonable fees to pay for the costs incurred in carrying out the terms of the Boone County Food Code pursuant to Section 192.300 RSMo. The County Commission may, by separate Commission Order, impose such fees from time to time as it may deem appropriate to administer this program.

Boone County Code of Health Regulations



Rev. 9/2014

**CODE OF HEALTH REGULATIONS
TABLE OF CONTENTS**

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
CHAPTER 1 - GENERAL PROVISIONS AND ADMINISTRATION		
1.1	Name of Code and Purpose.....	10
1.2	Authority.....	10
1.3	Definitions.....	10
1.4	Administration and Enforcement.....	10
1.4.1	Health Director and Officials, Appointment and Duties.....	10
1.4.2	Interference with Health Officials and Employees Prohibited.....	11
1.4.3	Inspections.....	11
1.4.4	User Fees.....	12
1.5	Interpretation and Severability.....	12
1.6	Jurisdiction.....	12
1.7	Penalties and Remedies.....	13
1.8	Repeal of Regulations.....	13
1.9	Headings, Titles, and Catchlines.....	14
1.10	Maintenance of Code.....	14
CHAPTER II - ANIMAL CONTROL		
2.1	Purpose.....	17
2.2	Authority.....	17
2.3	Definitions.....	17
2.3.1	Animal Control Officer.....	17
2.3.2	Dangerous Exotic Animal.....	17
2.3.3	Feral Cat.....	17
2.3.4	Health Director.....	17
2.3.5	Health Official.....	18
2.3.6	Nuisance Dog.....	18
2.3.7	Own or Possess.....	18

2.3.8	Person.....	18
2.3.9	Rabies Compendium.....	18
2.3.10	Urban Service Area.....	18
2.3.11	Vicious Dog.....	19
2.3.12	Vicious and Nuisance Dog Advisory Board.....	19
2.4	Animal Care.....	19
2.4.1	Duty of Animal Owners	20
2.4.2	Vicious Dogs	20
2.4.2.1	Procedure for Classification of Vicious and Nuisance Dogs	20
2.4.2.1.1	Complaint and Investigation	20
2.4.2.1.2	Vicious or Nuisance Dog Declaration	21
2.4.2.1.3	Appeals of Vicious or Nuisance Dog Declarations.....	22
2.4.2.2	Vicious Dog and Nuisance Dog Management and Control.....	24
2.4.2.2.1	Vicious and Nuisance Dog Permits	24
2.4.2.2.2	Vicious Dog and Nuisance Dog Confinement	25
2.4.2.2.3	Standards for Vicious Dog Kennels	26
2.4.2.2.4	Building Confinement of Vicious Dogs	27
2.4.2.2.5	Control of Vicious and Nuisance Dogs.....	27
2.4.2.2.6	Vicious Dog and Nuisance Dog Signage.....	28
2.4.2.3	Removal from the List of Vicious and Nuisance Dogs.....	28
2.4.2.4	Transfer of Ownership or Possession of a Vicious or Nuisance Dog	29
2.4.2.5	Destruction of Vicious Dogs	29
2.4.3	Vaccinations for Dogs and Cats	31
2.4.4	Confinement and Control of Dogs in Urban Service Areas	31
2.4.5	Confinement and Control of Dogs near Schools	32
2.4.6	Female Dog in Heat.....	32
2.4.7	Permitting Dogs to Bite or Attack Prohibited, Exceptions	32
2.4.8	Possession of Ferrets, Vaccinations	33
2.5	Possession and Sale of Dangerous Exotic Animals; Registration and Permitting; Impoundment; Disposition.....	33
2.5.1	Permits, In General	34
2.5.2	Permit Administration.....	35
2.6	Administration and Enforcement of Animal Control Reg.....	36
2.6.1	Health Director and Officials, Appointment and Duties	36
2.6.2	Animal Control Officers, Appointment and Duties	37
2.6.3	Animal Shelter, Establishment	37
2.6.4	Interference with Health Officials and Animal Control Officers Prohibited	37
2.6.5	Refusal to Deliver Animals to Animal Control Officers Prohibited.....	37
2.6.6	Removal of Animals from Animal Control Officers or Shelters Prohibited	37

2.7	Animal Impoundment.....	37
2.7.1	Impoundment, General	38
2.7.2	Dog and Cat Impoundment for Observation	38
2.7.3	Impoundment of Suspected Rabies Carrier	38
2.7.4	Redemption and Disposal of Impounded Animals	38
2.7.5	Impoundment for Observation, Disposition	39
2.7.6	Isolation and Quarantine	40
2.8	Jurisdiction.....	40

APPENDIX CHAPTER II ANIMAL CONTROL.....	41
---	----

CHAPTER III - SMOKING IN GOVERNMENT BUILDINGS

3.1	Purpose.....	44
3.2	Authority.....	44
3.3	Smoking in County Government Buildings Prohibited.....	44
3.4	Jurisdiction.....	44

CHAPTER IV - SMALL ON-SITE WASTEWATER SYSTEMS

4.1	Purpose.....	45
4.2	Authority.....	45
4.3	Definitions.....	45
4.3.1	Health Director.....	45
4.3.2	Health Official.....	45
4.3.3	Permit.....	45
4.3.4	Person.....	46
4.3.5	Small On-site Wastewater System.....	46
4.3.6	Construction	46
4.3.7	Modification.....	46
4.4	Small On-site Wastewater System Design and Construction Standards.....	46
4.4.1	Exceptions to Design and Construction Standards.....	46
4.4.1.1	Soil Scientist.....	47
4.5	Permit Required for Construction or Modification of Small On-site Wastewater Systems.....	47
4.5.2	Permit Application Processing Procedures.....	48
4.5.3	Compliance with Permit.....	49

4.5.4	Operation of Small On-site Wastewater System.....	49
4.5.5	Permit Modification.....	49
4.5.6	Waiver of Permit Modification	50
4.5.7	General Permit Conditions	50
4.5.7.1	Expiration of Permit	50
4.5.7.2	Transfer of Permit	51
4.5.8	Permit Denial	51
4.5.8.1	Denial Due to Violation of Design and/or Construction Standards.....	51
4.5.8.2	Denial Due to Violation of Applicable Building, Subdivision or Zoning Regulations.....	52
4.5.8.3	Denial Due to Location Within Reasonable Distance of Public Sanitary Sewer	52
4.5.9	Permit Suspension and Revocation.....	53
4.6	Health Director Oversight; Variances and Appeals	54
4.7	Certification of Small On-site Wastewater System Installers, Percolation Test Technicians and Inspectors	55
4.7.1	Certification Requirements for Installers.....	55
4.7.2	Requirements for Percolation Test Technician Certification.....	56
4.7.3	Homeowner Exemption for Installer Certification.....	56
4.7.4	Certification Requirements for Inspectors.....	56
4.7.5	Records and Reports.....	57
4.7.6	Revocation of Certification.....	57
4.8	Nonconforming Small On-site Wastewater Systems.....	58
4.9	Discharge of Wastewater Off Property Prohibited.....	59
4.10	Jurisdiction.....	60
4.11	Fees.....	60

CHAPTER V - REGULATION AND LICENSING OF TATOO ARTISTS AND DERMAGRAPHIC TECHNICIANS AND RELATED BUSINESSES

5.1	Purpose.....	61
5.2	Authority.....	61
5.3	Definitions.....	61
5.3.1	Health Director or Director.....	61
5.3.2	Operator.....	61
5.3.3	Patron.....	61

5.3.4	Person.....	62
5.3.5	Tattooing.....	62
5.3.6	Tattooing Establishment.....	62
5.4	Permit Required.....	62
5.5	Permit Issuance.....	62
5.6	Permit Suspension and Revocation	63
5.6.1	Permit Reinstatement After Suspension	64
5.7	Tattoo Administration Requirements	65
5.7.1	Minimum Age Requirements	65
5.7.2	Patron Notification	65
5.7.3	Skin Condition	65
5.7.4	Patron Sobriety	66
5.7.5	New Tattoo Care Patron Instructions	66
5.7.6	Tattoo Removal Prohibited	66
5.8	Tattoo Establishment Premises	66
5.8.1	Sanitation.....	66
5.8.2	Hygiene Facilities	66
5.8.3	Insects, Vermin and Litter	67
5.8.4	Lighting.....	67
5.8.5	Ventilation.....	67
5.8.6	Size.....	67
5.8.7	Inspection.....	67
5.9	Equipment	67
5.9.1	Instruments.....	67
5.9.2	Inks	67
5.9.3	Sanitation.....	67
5.9.4	Sterilization.....	68
5.10	Operator and Aseptic Technique Requirements	68
5.10.1	Vaccinations.....	68
5.10.2	Foods, Beverages and Smoking Prohibited	68
5.10.3	Diseases Prohibited.....	69
5.10.4	Tattoo Administration Procedures and Reporting Requirements.....	69
5.11	Jurisdiction.....	69

CHAPTER VI - PUBLIC HEALTH HAZARDS AND NUISANCES

6.1	Purposes.....	71
6.2	Authority.....	71
6.3	Definitions.....	71
6.3.1	Agricultural Property.....	71
6.3.2	Dismantled vehicle.....	71
6.3.3	Health Director	71
6.3.4	Health Official	71
6.3.5	Inoperable vehicle.....	72
6.3.6	Junk.....	72
6.3.7	Junk-Filled vehicle.....	72
6.3.8	Person.....	72
6.3.9	Public Health Hazard.....	72
6.3.10	Public Nuisance.....	72
6.3.11	Property Occupant.....	73
6.3.12	Trash.....	73
6.3.13	Unlicensed vehicle.....	73
6.3.14	Vehicle.....	73
6.3.15	Weeds.....	73
6.4	Jurisdiction.....	73
6.5	Solid Waste Storage.....	74
6.5.1	Temporary Storage.....	74
6.5.2	Composting.....	74
6.6	Public Health Hazards/Public Nuisances/Rat Harborages.....	74
6.7	Weeds and Rank or Noxious Plants.....	74
6.8	On Site Sewage Treatment and Disposal	74
6.9	Vehicle Nuisance; Exceptions.....	75
6.10	Abatement of Public Health Hazards and Public Nuisances.....	75
6.10.1	Determination of Public Health Hazards and Public Nuisances.....	75
6.10.2	Governmental Abatement of Public Health Hazards and Public Nuisances.....	76
6.10.3	Right of Appeal.....	78

CHAPTER VII - COMMUNITY AUTOMATED EXTERNAL DEFIBRILLATOR PROGRAM

7.1	Purpose.....	79
7.2	Applicability.....	79
7.3	Requirements and Procedures.....	79
7.3.1	Use of AEDs	79
7.3.2	Notification	79
7.3.3	Training.....	80
7.3.4	Standards for AED Maintenance	80
7.3.5	Quality Assurance Review	80
7.3.6	Consent to Quality Assurance Review	81

CHAPTER VIII - REGULATIONS GOVERNING COMMUNICABLE DISEASES

8.1	Purpose.....	82
8.2	Statutory Authority and Incorporation of Certain Regulations by Reference.....	82
8.3	Definitions.....	82
8.3.1	Health Director or Director.....	82
8.3.2	Health Department.....	83
8.3.3	Person.....	83
8.4	Compliance Required.....	83
8.5	Enforcement.....	83
8.6	Interpretation and Severability.....	84
8.7	Jurisdiction.....	84
8.8	Penalties and Remedies.....	84

CHAPTER IX - FOOD CODE

9.1	Purpose.....	86
9.2	Statutory Authority and Incorporation of Certain Regulations by Reference.....	86
9.3	Definitions.....	86
9.3.1	Health Director or Director.....	86

9.3.2	Regulatory Authority.....	87
9.4	Modifications to Food Code.....	87
9.4.1	Deletions to Code.....	87
9.4.2	Deletion and Substitution to Code.....	87
9.5	Compliance Required.....	89
9.6	Enforcement.....	89
9.7	Interpretation and Severability.....	89
9.8	Jurisdiction.....	90
9.9	Penalties and Remedies.....	90
9.10	Fees.....	91

CHAPTER I

GENERAL PROVISIONS AND ADMINISTRATION

- 1.1 **Name of Code and Purpose:** There is hereby adopted a Code of Health Regulations, to be known as the Boone County Code of Health Regulations, which may be referred to as “the Code” or “Code,” and shall be comprised of all of the health regulations of Boone County, Missouri. The Code shall be organized into chapters, sections, subsections and parts thereof under a suitable system of codification adopted, approved and from time-to-time revised by or under the direction of the County Clerk of the County.
- 1.2 **Authority:** The Code and the regulations adopted thereunder are enacted under the general authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. Supp. 1989 as enacted by S.B. 68 of the 85th General Assembly, and any other special authority applicable under the Revised Statutes of Missouri as now and hereafter in effect.
- 1.3 **Definitions:** Terms used in this Code shall have the plain meaning used in general dictionaries as applicable in the context of the sentence, paragraph, section or subsection that is applicable. Special terms may be defined in each chapter of the Code as necessary and the special meaning of defined terms shall be applicable and control unless the context indicates otherwise.
- 1.4 **Administration and Enforcement:** The provisions of this Code shall be administered as follows:
- 1.4.1 **Health Director and Officials, Appointment and Duties** -The provisions of this Code shall be administered by the Health Director, who shall be appointed by the Boone

County Commission and serve at the pleasure of the Commission. The Health Director is hereby authorized to appoint or designate such other officials authorized by this Code for the purpose of assisting the Health Director in administering or enforcing the provisions of this Code. All such appointments shall be subject to the discretionary review and approval of the Boone County Commission.

1.4.2 Interference with Health Officials and Employees Prohibited - No person shall knowingly interfere with any person appointed under the provisions of this Code in the performance of his or her official duties as prescribed by this Code or as provided by state law.

1.4.3 Inspections – Persons requiring permits under this Code shall be obligated to authorize Health Officials charged with enforcement of this Code to conduct inspections as reasonably necessary to determine compliance with the regulations applicable to such permits. Aside from inspections conducted to determine compliance with permits issued under this Code, Health Officials are hereby authorized to enter private property for the purpose of conducting inspections for the sole purpose of determining compliance with the Code and these regulations so long as such inspections are conducted outside of homes, sheds, outbuildings or other enclosures or structures, and are otherwise outside areas which an ordinary and reasonable person would believe the owner or occupant intended to be an area of privacy shielded from public view; such inspections shall be conducted during normal business hours except in cases of emergency or other exigent circumstance and such inspections shall be conducted in a manner which does not infringe upon ordinary, reasonable expectations of privacy. Any other inspection conducted for purposes of determining compliance with or

enforcement of these regulations shall be pursuant to a lawfully issued search warrant except in those cases when a search warrant is not required by law.

1.4.4 **User Fees** - The County Commission may by order from time-to-time establish or ratify the establishment or imposition of reasonable fees recommended by the Health Director or determined by the Health Director to be reasonably necessary in order to pay for any costs incurred in carrying out the administration and enforcement of the Code, however, the establishment or imposition of such fees shall not deny personal health services to those individuals who are unable to pay such fees or impede the prevention or control of communicable disease. Fees generated shall be deposited in the county treasury or otherwise deposited and credited to the county as may be prescribed in the annual budget. All fees generated under the provisions of this Code shall be used to support the public health activities for which they were generated.

1.5 **Interpretation and Severability:** The regulations enacted in this Code are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. These regulations also shall be liberally and harmoniously construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

1.6 **Jurisdiction:** Unless and except as otherwise specifically provided in a chapter of this Code dealing with a particular aspect of public health, the regulations

contained in this Code shall be applicable to all unincorporated areas within Boone County, Missouri.

1.7 **Penalties and Remedies** - Any person who violates any requirement or provision of this Code shall be deemed guilty of a misdemeanor and shall be punished as provided section 192.300, RSMo, or as otherwise provided by law. Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as principal, agent or accessory, shall be guilty of such unlawful act, and every person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty. Every day any violation of any regulation of this Code shall continue shall constitute a separate offense unless otherwise specifically provided herein. The penal remedy provided herein shall not be exclusive and the Health Director or any health official may seek and obtain in their own name or in the name of the County any other judicial relief provided for in equity or at law, including but not limited to imposition of civil fines for violations of this Code as provided for in section 49.272, RSMo, and such other declaratory and injunctive relief as may be appropriate under the circumstances.

1.8 **Repeal of Regulations** - The repeal of any regulation or part of any regulation shall not affect any act done or right accrued or established in any proceeding, action, suit or prosecution had or commenced prior to the time when such repeal shall take effect, but every such act, right or proceeding shall remain and continue as valid and effectual as if such repeal has not taken place. No offense committed, and no fine, forfeiture or penalty incurred previous to the time when the repeal of

any regulation shall take effect, shall be affected. released or in any way discharged by such repeal, but the trial, conviction and punishment of all such offenses and the recovery of all such fines, forfeitures and penalties shall be had in all respects as if such repeal had not taken place. No action, prosecution, suit or proceeding pending at the time the repeal of any regulation or part of any regulation shall take effect shall be affected by such repeal. Each such action, prosecution, suit or proceeding as set out in the preceding paragraph shall be continued and prosecuted to a final determination, or judgment or execution, as if such repeal had not taken place.

1.9 **Headings, Titles, and Catchlines** - The headings, titles and catchlines of the several chapters and sections of this Code are intended as mere summary descriptions to indicate the contents of the chapter, section, or subsection, and shall not be deemed or taken to be headings, titles, or catchlines imparting special meaning to such chapters, sections, or subsections, nor to be a part of the chapter, section, or subsection, nor, unless expressly so provided, shall they be so deemed when any of such chapters or sections or subsection, including the headings, titles and catchlines, are amended or reenacted.

1.10 **Maintenance of Code** - The original and supplements to this Code shall be prepared and printed whenever authorized or directed by the County Clerk and the Code shall be maintained by the County Clerk or such persons or officers as the County Commission may otherwise direct from time-to-time by order of the Commission. A supplement to the Code shall include all substantive permanent and general parts of regulations passed by the County Commission during the period covered by the supplement and all changes made thereby in the Code. The pages of a supplement shall be so numbered that they will fit properly into the

Code and will, where necessary, replace pages which have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the Code will be current through the date of the adoption of the latest regulations included in the supplement. In preparing a supplement to this Code, all portions of the Code which have been repealed shall be excluded from the Code by the omission thereof from reprinted pages. When preparing a supplement to this Code, the County Clerk or other person or officer designated as provided herein may make formal, nonsubstantive changes in regulations and parts of regulations included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, but not by way of limitation, the County Clerk or other designated person or officer may: may publish the Code in printed form and in electronic media; organize the Code and provide appropriate headings, titles, and catchlines for the chapters, sections, subsections and other parts of the Code; prepare tables of contents, indexes, appendices, covers, and other publication features in original electronic or printed form and in supplement; make changes in such headings, titles and catchlines; assign appropriate numbers to sections and other subdivisions to be inserted in the Code and, where necessary to accommodate new material, change existing section or other subsection or part numbers; change the words "this regulation" or words of the same meaning to "this chapter, " "this section, " "this subsection, " etc., as the case may be, or to "sections_____to_____"(inserting section numbers to indicate the sections of the Code which embody the substantive sections of the regulations incorporated into the Code); and make other nonsubstantive changes necessary to preserve the original meaning of regulation chapters and sections inserted into the Code; but in no case shall the County Clerk or other designated

person or officer make any change in the meaning or effect of regulation material included in the supplement or already embodied in the Code.

CHAPTER II
ANIMAL CONTROL

- 2.1 **Purpose:** The regulations in this chapter are enacted for the purpose of regulating the ownership and possession of animals in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous diseases into Boone County, Missouri.
- 2.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300, RSMo, and sections 322.090 - .130, RSMo.
- 2.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:
- 2.3.1 **Animal Control Officer** - Any individual employed or appointed to enforce the animal control regulations established by order of the Boone County Commission.
- 2.3.2 **Dangerous Exotic Animal** - Lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, canada lynx, bobcat, jaguarundi, bear, hyena, wolf, coyote, nonhuman primate, or dangerous or venomous reptile, or any other exotic animal declared by the Health Director to be dangerous.
- 2.3.3 **Feral Cat** - Any cat of any breed that is or becomes undomesticated, untamed, wild or is not a pet.
- 2.3.4 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person so designated on a temporary basis by order of the Boone County Commission.

2.3.5 **Health Official** - An employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director to administer or enforce the provisions of this chapter.

2.3.6 **Nuisance Dog** - A dog of any breed which repeatedly demonstrates threatening behavior by growling, or lunging, or chasing, or baring teeth, towards an individual or individuals, or bicyclists, or motor vehicles, or domesticated animals or livestock off the Owner's property.

2.3.7 **Own or Possess** - A property interest in an animal, actual or claimed, or the exercise of dominion or control over an animal, or the intent to exercise dominion or control over an animal with the present ability to do so.

2.3.8 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

2.3.9 **Rabies Compendium** - The most current edition of a document by that name published by the National Association of State Public Health Veterinarians which serves as a standard for rabies vaccine, treatment and policy.

2.3.10 **Urban Service Area** - Those geographic areas located in Boone County, Missouri which are described in the appendix to this chapter, and all duly platted and recorded residential subdivisions and mobile home parks (as defined in the Boone County Zoning Regulations) containing twenty-five or more developed residential lots. Urban Service Areas shall also include any other mobile home park (as defined in the Boone County Zoning Regulations), or any other recorded subdivision, which for purposes of this chapter has been declared an Urban Service Area by order of the Boone County Commission after petition for such declaration has been filed by fifty-one percent or more of the real estate owners within such mobile home park or subdivision and after public hearing thereon.

2.3.11 **Vicious Dog** -Any dog of any breed which without provocation or command demonstrates a pattern of unequivocal viciousness, bites or injures a human being or exhibits a pattern of behavior of biting or attacking or attempting to bite or attack human beings at any location or inappropriately attacks animals off the owner's or possessor's property. No dog shall be defined or considered vicious if the dog is working for a law enforcement agency or any law enforcement officer in the performance of law enforcement work, or is protecting its owner or possessor's person or premises from someone committing a crime. No dog shall be defined or considered vicious solely because of its breed.

2.3.12 **Vicious And Nuisance Dog Advisory Board** - An advisory board consisting of persons appointed by the Boone County Commission which evaluates evidence concerning dogs which are claimed to be vicious or a nuisance dog as defined in these regulations and makes a recommendation on their classification and disposition to the Health Director. The board shall consist of five (5) members appointed by the Boone County Commission and shall consist of one licensed veterinarian, one animal control officer, one member from the Boone County Board of Health, one member from the public with a working knowledge of dogs, and one member of the public at large. Each member shall serve for a term of three (3) years without compensation. The board shall convene at the request of the Health Director to review any appeal concerning a claim that a dog is vicious or nuisance dog. There shall be no required quorum of board members to hold an appeals hearing.

2.4 **Animal Care:** Any person who owns or possesses an animal subject to these regulations shall abide by the following requirements for animal care:

2.4.1 Duty of Animal Owners - It shall be the duty of every person who owns or possesses any animal to exercise normal and prudent attention to the needs of any such animal, including providing wholesome food, clean water, shelter and health care as necessary to maintain good health in the specific species of animal. It shall also be the duty of every person who owns or possesses any animal to take all reasonable and necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from their animal's behavior, regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity. In the event that the owner or possessor of any animal is a minor, the parent(s) or guardian(s) of such minor shall be responsible for ensuring compliance with the provisions of these regulations.

2.4.2 Vicious Dogs - The following regulations shall be applicable to determining whether dogs are vicious and to the management and control of vicious dogs:

2.4.2.1 Procedure For Classification of Vicious And Nuisance Dogs

The following procedure shall be applicable for classifying a dog as vicious or a nuisance:

2.4.2.1.1 Complaint and Investigation - A complaint may be presented to any law enforcement officer or law enforcement department having jurisdiction, or to an animal control officer or to a health official. A complaint shall be investigated by a health official or animal control officer or other person designated by the Health Director to determine if there is probable cause to believe that a dog is vicious or a nuisance dog as defined by these

regulations. Complaints shall be investigated only when submitted by a citizen who is willing to testify that the dog has acted in a manner which may reasonably cause it to be classified as a vicious or nuisance dog as defined in these regulations, or the complaint is based upon a dog bite report filed with a law enforcement officer, animal control officer, or a health official, or an animal control officer, health official, or law enforcement officer observes the dog to act in a manner which may reasonably cause it to be classified as a vicious or nuisance dog as defined in these regulations. The results of all investigations shall be submitted to the Health Director for review and determination of whether a dog should be classified as a vicious or nuisance dog under these regulations.

2.4.2.1.2 Vicious or Nuisance Dog Declaration - When the Health Director determines after review of investigation reports submitted that there is probable cause to believe that a dog is vicious or a nuisance, then the Health Director may issue a declaration that a specific dog is classified as a vicious or nuisance dog. The declaration shall be in writing and shall contain a description of the animal, the name and address of the owner or possessor of the animal (if known), the whereabouts of the animal (if it is not in the custody of the owner), the facts upon which the vicious or nuisance dog declaration is based, the availability of an appeal and hearing in case the owner or possessor objects to the declaration and that a request for a hearing must be made within five (5) business days of service of the declaration upon the owner

or possessor, the restrictions placed on the animal as a result of the vicious or nuisance dog declaration, and the penalties for violation of the restrictions, including the possibility of destruction of the animal and imposition of fine or imprisonment. The vicious dog declaration shall be in writing and shall be personally served on the owner or possessor of the dog, or if the owner or possessor cannot be served personally, then served by regular mail to the last known address of the owner or possessor, or if the owner or possessor cannot be located, then service can be made by publication in a newspaper of general circulation in the closest city or town having such a newspaper where the dog was observed or seized.

2.4.2.1.3 Appeals of Vicious or Nuisance Dog Declarations

Any owner or possessor of a dog declared a vicious or nuisance dog may appeal that determination by filing a written request with the Health Director to review and set aside that declaration within five (5) business days of being served with notice of the declaration. The Health Director shall schedule an informal hearing with the owner or possessor of a dog subject to such declaration within fifteen (15) business days of receipt of such request for review. The hearing shall be conducted before the Health Director or his or her appointed representative, available members of the Vicious and Nuisance Dog Advisory Board, and shall include upon request the voluntary attendance of the dog owner or possessor and/or his or her representative, an animal control officer having personal knowledge of the dog, the

complainants and/or their representative, and any other interested parties or witnesses. At such hearing the Health Director or his or her appointed representative shall receive all relevant evidence presented by the complainant, the dog's owner/possessor, as well as the health official or animal control officer or law enforcement officer involved, and the recommendation of the Vicious and Nuisance Dog Advisory Board. The Health Director or his or her appointed representative shall decide at the conclusion of the hearing whether to affirm or set aside the declaration. Any final determination by the Health Director that a dog is a vicious dog or nuisance dog as defined in these regulations or any such declaration to which no timely request for review is made shall create a conclusive presumption that the dog determined to be a vicious dog or nuisance dog is in fact and in law a vicious dog or nuisance dog as defined in these regulations for purposes of any legal proceedings after such final determination applicable to such dog, or owner or possessor thereof. However, a finding that a dog is a vicious dog or nuisance dog pursuant to the provisions of these regulations shall not be a condition precedent to institution of any civil, quasi-criminal or criminal proceeding under these regulations, or any other provision of law. In any legal proceeding where a final determination has not been made pursuant to these regulations, the question of whether or not a dog is vicious or a nuisance shall be a factual issue to be determined as a part of such proceeding. Any final decision of the Health Director shall be in

writing stating the facts upon which it is based, and whether under these regulations such dog is in fact a vicious dog or nuisance dog.

Any further appeals thereafter shall be as provided by law.

2.4.2.2 Vicious Dog and Nuisance Dog Management and Control - No person shall own or possess a vicious dog or nuisance dog except in accordance with the following requirements:

2.4.2.2.1 Vicious and Nuisance Dog Permits - No person shall own or possess a vicious dog or nuisance dog without an annual permit issued by the Health Director. Any person owning or possessing a vicious dog or nuisance dog shall obtain and maintain a permit authorizing the possession and ownership of such dog within 10 business days of the Health Director declaring such dog to be vicious or a nuisance. Any appeal of the Health Director's declaration of a dog to be vicious or nuisance shall not affect the requirement for an annual permit or requirements for management and control of vicious dogs and nuisance dogs established by these regulations, but in the event that the declaration of the Health Director is set aside by the Health Director or final decision of a court of competent jurisdiction, then such permit shall be void and any permit fees paid to the Health Director for such permit shall be refunded. The Health Director shall furnish permit application forms containing such information as deemed reasonable by the Health Director. A permit applicant shall pay such user fees as are established by order of the County Commission as are reasonably necessary for administration and enforcement of these regulations

for the management and control of vicious dogs. Permits issued for vicious dogs shall expire one year from date of issuance unless renewed; all such permits shall be renewed annually unless the vicious dog or nuisance dog which is the subject of the permit is dead or the ownership and possession of such dog has been permanently transferred outside of geographic jurisdiction of these regulations; a prorated refund of any annual permit fee is authorized in the discretion of the Health Director if it is proven to the Health Director's reasonable satisfaction that a vicious dog or nuisance dog subject to the annual permit is dead or has been permanently transferred outside of the jurisdiction as well as the date of such event.

2.4.2.2.2 Vicious Dog and Nuisance Dog Confinement - All vicious dogs shall be securely confined within a building or in a securely enclosed and locked kennel; all nuisance dogs shall be confined on the owner's or possessor's property within a fence or other barrier of sufficient height to prevent the animal from leaving the property. The owner or possessor of such dogs shall be so confined within 30 calendar days of the Health Director's declaration that the dog is vicious or a nuisance regardless of any appeal therefrom unless the Health Director extends the time for compliance for good cause shown. Any dog declared to be vicious or a nuisance shall be confined and controlled as required under these regulations regardless of appeal and any animal control officer shall have the right to enter upon and inspect the building or

kennel or other permissible barrier in which a vicious dog or nuisance dog is confined at all times; the refusal of any owner or possessor of a vicious dog or nuisance dog to permit an animal control officer to inspect a building or kennel in which such dog is confined for compliance with these regulations shall be grounds for impoundment of such dog. In addition, any dog declared to be vicious or a nuisance which is not confined and controlled as required by these regulations shall be impounded by an animal control officer until the owner or possessor of such dog has complied with the requirements of these regulations and such dog has been redeemed or such dog has been disposed of as otherwise provided in these regulations. All vicious dogs and their places of confinement shall be inspected by an animal control officer at least bimonthly to ensure compliance with the following regulations. All nuisance dogs and their places of confinement shall be inspected by an animal control officer at least quarterly to ensure compliance with the following regulations.

2.4.2.2.3 Standards for Vicious Dog Kennels - A kennel used for keeping a vicious dog must have secure sides of sufficient height and a secure top attached to the sides to prevent escape. Such kennel must have a secure bottom or floor attached to the sides of the kennel, or the sides of the kennel must be embedded in the ground no less than two (2) feet. The kennel must be locked with a key or combination lock when such animals are within the structure. Any such kennel must comply with all applicable

zoning and building regulations. The Health Director or his representative may permit alternative pen construction, if the other construction is determined to be equivalent or superior in safety to the above requirements. In Urban Service areas, any such kennel must be located at least ten (10) feet from any property line.

2.4.2.2.4 Building Confinement of Vicious Dogs - When confined within a building, no vicious dog may be kept on a porch, patio or in any part of building that would allow the dog to leave such building on its own volition. No such dog may be kept in a building when windows are open or when screen windows or screen doors are the only obstacle preventing the dog from leaving the building.

2.4.2.2.5 Control of Vicious and Nuisance Dogs - No person shall permit a vicious dog to go outside its kennel or building unless the dog is muzzled and secured on a leash no longer than four (4) feet in length with a minimum tensile strength of 300 pounds and a person has physical control of the leash. The muzzle shall be constructed in such a manner that it will prevent the dog from biting any person or animal but also will not cause injury to the dog or interfere with its vision or respiration. No person shall permit a nuisance dog to go outside of its fenced yard or yard barrier unless the dog is secured on a leash no longer than six (6) feet in length with a minimum tensile strength of 300 pounds and a person has physical control of the leash. Such dogs shall not be leashed to inanimate objects such as trees, posts, or buildings. All

vicious dogs and nuisance dogs shall be implanted with a microchip at the cost of the owner or possessor as required by the Health Director within 7 days of being initially declared a vicious dog or nuisance dog by the Health Director or 7 days after hearing thereon if timely request for hearing has been made, whichever occurs later; no additional appeal of a vicious dog or nuisance dog declaration shall be grounds for delay in implanting a microchip in such dogs except the Health Director may extend the time for implanting a microchip for good cause shown.

2.4.2.2.6 Vicious Dog and Nuisance Dog Signage - Signs shall be conspicuously posted upon kennels of vicious dogs and all buildings used to confine vicious dogs and made plainly visible from all sides in letters at least four (4) inches high stating the following: "Beware of Vicious Dog." Signs shall be conspicuously posted upon fences or other barriers of nuisance dogs in letters at least four (4) inches high stating the following: "Beware of Dog"

2.4.2.3 Removal from the List of Vicious and Nuisance Dogs - The owner or possessor of a dog that has been declared vicious or a nuisance may petition the Health Director for a hearing to reconsider the vicious or nuisance dog declaration after 12 months from the initial declaration, but no more than once per calendar year. If sufficient reason is determined to warrant reconsideration, a hearing will be called to include the Health Director, the dog's owner and/or representative, the complainant(s) and/or representatives, and available members of the Vicious and Nuisance Dog Advisory Board. After hearing, the Health Director may declare the dog

which is the subject of the hearing to no longer be vicious or nuisance; a vicious dog may only be declassified to a nuisance dog and nuisance dog may be declared exempt from permitting; alternatively, the Health Director may deny declassification of the vicious dog to a nuisance dog or deny exemption of a nuisance dog from the permitting requirement. Any further appeal of the Health Director's decision shall be as provided by law.

2.4.2.4 Transfer of Ownership or Possession of a Vicious or Nuisance

Dog - If a dog which has been declared vicious or a nuisance is sold, given away, or the possession of such dog is otherwise transferred, the previous possessor/owner shall notify the new possessor/owner in writing of the dog's classification as a vicious dog or nuisance dog and required compliance with these regulations. The previous possessor/owner shall also notify the Health Director in writing if the dog is sold or otherwise transferred within three (3) business days of the transfer of the dog. The notification shall include the name and address of the new owner/possessor.

2.4.2.5 Destruction of Vicious Dogs - Unless stayed upon order of a circuit or associate circuit judge, a vicious dog shall be ordered humanely destroyed by order of the Health Director if the Health Director finds after hearing that a dog is vicious as the term is defined in these regulations by presumption or otherwise and that one of the following factors are applicable:

- The owner or possessor of such vicious dog has previously pled guilty to or been found guilty of any offense pertaining to such dog which involves failing to adequately confine or control such dog, or
- The owner or possessor has factually failed to comply with the provisions of these regulations pertaining to the confinement and control of vicious dogs on one or more occasions after such dog has been determined to be a vicious dog and the owner or possessor was served with notice thereof, or
- The vicious propensities of the vicious dog are such that such dog presents an imminent threat to the public health and safety, or
- The vicious dog has seriously injured or killed a human being.

A hearing under this section shall be conducted within 30 days of impoundment of the vicious dog provided notice of impoundment is provided to the owner or possessor of such dog; an order to destroy the vicious dog pursuant to this section shall be made in writing and contain findings of fact supporting the order based upon the evidence presented at such hearing; if a circuit judge or associate circuit judge issues a stay of an order for destruction of a vicious dog, the owner or possessor of such dog shall deposit with the Health Director a sum of money sufficient to pay the expense of impounding and maintaining such dog pending judicial review of the order as reasonably determined by the Health Director and failure to deposit such sum with ten days of being given notice thereof shall be

grounds for the court to dissolve a stay of the Health Director's order of destruction. In addition, the Health Director may alternatively seek an order of destruction provided for in this section by independent civil equitable proceeding or may request such order as relief as a part of any quasi-criminal or criminal proceeding applicable to a vicious dog or owner or possessor thereof. Regardless of the disposition of a vicious dog under this section the owner or possessor of a vicious dog shall be liable for the expenses of impoundment, boarding and/or destruction as authorized by this chapter if the dog is in fact a vicious dog.

2.4.3 Vaccinations for Dogs and Cats - No person shall own or possess a dog or non-feral cat over three months of age unless such dog or cat is kept vaccinated appropriately with a vaccine approved and listed in the current year's Rabies Compendium and administered as specified therein.

2.4.4 Confinement and Control of Dogs in Urban Service Areas - It shall be unlawful for any dog to be unconfined or unrestrained within an urban service area, or for any person who owns or possesses a dog to permit such dog to be within an urban service area unconfined or unrestrained, unless such dog is on real estate owned or lawfully possessed by such owner or possessor, or such dog is on real estate owned or lawfully possessed by another person who has expressly consented to the presence of such dog, or such dog is in a motor vehicle being driven or parked upon a public road, or such dog is engaged with its owner or possessor in hunting or training, or such dog is under the immediate control of its owner or possessor by means of a leash or trained command. The provisions of this section are not intended, nor shall be construed, to abrogate or modify any

other provisions of law pertaining to trespass or the rights and privileges pertaining to the ownership or possession of real or personal property.

2.4.5 Confinement and Control of Dogs near Schools - It shall be unlawful for any dog to be unconfined or unrestrained, or for any person who owns or possesses a dog to permit such dog to be unconfined or unrestrained within five hundred feet (500') of a school building, unless such dog is on real estate owned or lawfully possessed by such owner or possessor, or such dog is on real estate owned or lawfully possessed by another person who has expressly consented to the presence of such dog, or such dog is in a motor vehicle being driven or parked upon a public road, or such dog is engaged with its owner or possessor in hunting or training, or such dog is under the immediate control of its owner or possessor by means of a leash or trained command. The provisions of this section are not intended, not shall be construed, to abrogate or modify any other provisions of law pertaining to trespass or the rights and privileges pertaining to ownership or possession of real or personal property.

2.4.6 Female dogs in heat: In Urban Service Areas as defined in these regulations, the owner or person responsible for a female dog in heat shall confine the animal within a building or secure enclosure and otherwise handle such dog in such a manner that the animal shall not be accessible to other dogs except for planned breeding.

2.4.7 Permitting Dogs to Bite or Attack Prohibited, Exceptions - No person who owns or possesses a dog shall permit such dog to bite or attack another human being or domesticated animal. This subsection shall not apply to the use of dogs by law enforcement agencies, or dogs in defense training involving a

consenting person properly prepared as an attack target, or dogs lawfully defending persons or property.

2.4.8 Possession of Ferrets, Vaccinations- It shall be unlawful for any person to own, or allow to remain on the person's premises, any ferret over four (4) months of age unless the ferret has received a rabies vaccination by a licensed veterinarian within the past twelve (12) months and the person exhibits proof of such vaccination upon the demand of a Health Official.

2.5 Possession and Sale of Dangerous Exotic Animals; Registration and Permitting; Impoundment; Disposition - No person shall keep, harbor, own or knowingly allow to be in or upon his the person's premises any dangerous exotic animal unless such dangerous exotic animal shall be registered, licensed or permitted as lawfully required by the Missouri Department of Conservation, the United States Department of Agriculture or such other applicable federal, state of Missouri, or county agency; in the event no federal, state of Missouri, or county agency requires registration, licensing or permitting of a particular exotic animal, then such animal shall be registered with and permitted by the Health Director. No person or business shall sell or offer for sale any dangerous exotic animal unless the seller is registered, licensed or permitted as lawfully required by the Missouri Department of Conservation, the United States Department of Agriculture, or such other applicable federal, state of Missouri, or county agency; in the event no federal, state of Missouri, or county agency requires registration, licensing or permitting of a particular dangerous exotic animal, then such animal shall be registered with and permitted by the Health Director. The provisions of this subsection shall not apply to a properly maintained and regulated zoological park, circus, scientific or educational institution, research laboratory or veterinary hospital. Any animal that is determined by the Health Director or Health Official to be an unregistered, unlicensed, or

without an applicable permit as a dangerous exotic animal in compliance with these regulations, or otherwise not in compliance with any provision of these regulations applicable to dangerous exotic animals, may be immediately impounded. Except for exigent circumstances, if the owner of such dangerous exotic animal does not consent to removal of the animal, or if the owner of the property on which the animal is located does not consent to entry onto the property, the Health Director or Health Official shall enter the property and remove the animal only pursuant to a warrant issued by a judge. Any impounded dangerous exotic animal shall remain impounded until the Health Director or a Health Official determines that the animal is not a dangerous exotic animal, or the owner or possessor satisfies the Health Director or Health Official that the animal is registered or permitted as required by these regulations and will be kept in a lawful manner; or the owner relinquishes ownership of the animal and the animal is either humanely destroyed or placed with a person who shall keep the animal in a lawful manner as required under these regulations; or a person charged with a violation of this section has been found not guilty and the judge orders the animal released; or an circuit or associate circuit court judge determines that the animal is not a dangerous exotic animal.

2.5.1 Permits, In General: All persons or businesses that sell or offer for sale any dangerous exotic animals shall obtain an annual permit from the Health Director. The Health Director shall make such permit forms available containing such information as deemed reasonable by the Health Director. Any person who shall keep, harbor, own or knowingly allow to be in or upon their premises any dangerous exotic animal not otherwise registered, permitted, or regulated by the Missouri Department of Conservation, or the United States Department of Agriculture, or such other applicable federal, state of Missouri, or county agency

not otherwise exempt from these regulations shall obtain an annual permit from the Health Director. Such permits shall only be issued after an inspection by a Health Official to check and verify cage and health standards suitable for the species being housed. All cage and health requirements shall meet or exceed the standards of the Animal Welfare Act, 7 U.S.C. §§ 2131-2159 and Regulations issued by the United States Department of Agriculture, 9 CFR Ch. 1, Subch. A, Parts 1-4, applicable to the dangerous exotic animal which is permitted. Any person or business that possesses, sells or offers for sale any dangerous exotic animal subject to a permit required under these regulations shall allow the Health Director and Health Officials access to all parts of every building that is used to house said dangerous exotic animals at reasonable hours for purposes of determining compliance with and enforcement of these regulations. The annual permit fee shall be established by the order of the County Commission as are reasonably necessary for administration and enforcement of these regulations. The permit shall expire one year from the date of issuance and shall be renewed annually unless the person that possesses, sells or offers for sale can provide proof that they no longer possess or are no longer engaged in the business of selling or offering for sale any dangerous exotic animal; if such proof is provided to the satisfaction of the Health Director, a prorated refund of the annual fees may be granted.

2.5.2 Permit Administration - No dangerous exotic animal permit shall be renewed except by the Health Director making a written endorsement of renewal upon the existing permit prior to the expiration date of such permit and payment by the permittee of required fees at the time of renewal. Failure to request or obtain renewal prior to the expiration date shall require the permittee to submit an

application for new permit. Dangerous exotic animal permits may not be transferred to a successor owner or possessor of a dangerous exotic animal. The Health Director may deny issuance of a permit to possess or sell or offer to sell a dangerous exotic animal, or may terminate an existing permit, for violation of or having violated the regulations governing dangerous exotic animals or in cases where the Health Director has reasonable grounds to believe that the applicant for a permit will be or is unable to comply with the requirements of the regulations governing dangerous exotic animals. In the event the Health Director denies issuance of a permit or terminates a permit, the applicant or permittee shall be notified in writing of the reason or reasons for denial or termination. An applicant denied a permit or who has had a permit terminated may request in writing a hearing before the Director of the Department of Health stating the grounds in support of the request within thirty (30) days of the notification of denial or termination. The ruling of the Director shall be final; any further appeal or review of the decision shall be as provided by Chapter 536, RSMo.

2.6 **Administration and Enforcement of Animal Control Regulations:** The provisions of this chapter shall be administered as follows:

2.6.1 **Health Director and Officials, Appointment and Duties** - The provisions of this chapter shall be administered by the Health Director, who shall be appointed by the Boone County Commission and serve at the pleasure of the Commission. The Health Director is hereby authorized to appoint or designate such other officials authorized by this chapter for the purpose of assisting the Health Director in administering or enforcing the provisions of this chapter. All such appointments shall be subject to the discretionary review and disapproval of the Boone County Commission.

2.6.2 **Animal Control Officers, Appointment and Duties** - The Health Director shall appoint one or more persons as animal control officers whose duty it shall be to enforce the provisions of this chapter and any other provisions of state law pertaining to the abuse or neglect of animals.

2.6.3 **Animal Shelter, Establishment** - The Boone County Commission, with the advice of the Health Director, shall provide an animal shelter or shelters for the reception and humane care of impounded animals and for this purpose may contract with any governmental entity, not for profit corporation or association or licensed kennel upon such terms and conditions as are mutually deemed appropriate.

2.6.4 **Interference with Health Officials and Animal Control Officers**

Prohibited - No person shall knowingly interfere with any person appointed under the provisions of this chapter in the performance of his official duties as prescribed by this chapter or as provided by state law.

2.6.5 **Refusal to Deliver Animals to Animal Control Officers Prohibited** - No person shall refuse to deliver an animal to an animal control officer when requested to do so under impoundment provisions of this chapter.

2.6.6 **Removal of Animals from Animal Control Officers or Shelters**

Prohibited - No person shall remove an animal from the custody of an animal control officer or county animal shelter by force, deceit or otherwise, when such animal has been impounded by such officer under the provisions of this chapter or state law unless such person has first obtained the express consent from such officer for removal.

2.7 **Animal Impoundment:** Animals subject to the provisions of this chapter or state law may be impounded in accordance with the following regulations:

2.7.1 Impoundment, General - Any animal owned, possessed or otherwise found to be in violation of this chapter or other provision of state law may be impounded and placed in a county animal shelter by an animal control officer, a law enforcement officer or other person authorized by law to impound animals.

2.7.2 Dog and Cat Impoundment for Observation - Any dog or cat which bites or otherwise injures any human being shall be impounded for observation under the requirements of subsection 2.7.5.

2.7.3 Impoundment of Suspected Rabies Carrier - Any warm-blooded animal other than a dog or cat which is reasonably suspected to be infected with rabies in the opinion of an animal control officer or health official may be seized, impounded, and upon direction of the Health Director, may be humanely euthanized and submitted for rabies diagnosis.

2.7.4 Redemption and Disposal of Impounded Animals - Unless otherwise specified in this chapter, any animal impounded pursuant to the provisions of subsection 2.7.1 of this chapter may be redeemed by its owner or possessor at a county animal shelter during normal business hours or as authorized by the supervisor of that facility provided the owner or possessor thereof proves to the satisfaction of the supervisor of the facility or a health official or animal control officer that he/she has complied with the provisions of subsection 2.4.2 of this chapter, if applicable. The supervisor of the facility or Health Official shall make a reasonable effort to identify and notify the owners or possessors of the impoundment of their animals and of the redemption and disposal procedures prescribed herein. Any animal which is not redeemed within five days after impoundment under subsection 2.7.1, or such other time period not to exceed 30 days, shall be disposed of as follows in the discretion of the Health Director:

2.7.4.1 release of the animal to any person desiring such animal upon payment of any applicable impoundment and boarding charges and compliance with subsection 2.4.2, if applicable.

2.7.4.2 release of the animal to a humane society at no charge.

2.7.4.3 humane euthanization provided the owner or possessor cannot be notified of impoundment after reasonable effort to notify the owner or possessor, or, the owner or possessor thereof fails to redeem such animal within the redemption period after notification thereof. No owner or possessor shall be relieved of liability for payment of an impoundment or boarding charge incurred as may be prescribed by law by virtue of an animal being euthanized as provided herein.

2.7.5 Impoundment for Observation, Disposition - Any dog or cat impounded pursuant to subsection 2.7.2 of this chapter shall be securely confined by an animal control officer at the county animal shelter or by a licensed veterinarian of the owner's or possessor's choice for a period of ten days after the reported bite or injury to a human being for observation for symptoms or manifestations of rabies. If such dog or cat exhibits symptoms or manifestations of being infected with rabies, in the opinion of a licensed veterinarian, then such dog or cat shall be euthanized and submitted for rabies diagnosis upon authorization of the Health Director. If such dog or cat exhibits no symptoms or manifestations of rabies after the required observation period, then such animal may be redeemed or disposed of in accordance with the provisions of 2.7.4. The Health Director may authorize other secure confinement of a dog or cat for the observation period specified above by the owner or possessor of such animal whenever Boone County and its contiguous counties are not under a rabies alert issued by the State

Department of Health and it is proven to the director's satisfaction that the bite was provoked and such animal had been vaccinated for rabies at the time the bite or injury to a human being occurred.

2.7.6 Isolation and Quarantine - The Health Director may order the temporary isolation or quarantine of domestic or wild animals reasonably suspected of having a contagious communicable disease which may directly or indirectly effect human health or food or water supplies until such time as the state veterinarian or other state or federal agency having jurisdiction assumes responsibility for animal disease management and determination of the need for further disease control measures.

2.8 Jurisdiction: The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri, and by order of the Boone County Commission in incorporated municipalities which petition to be included. Any petitioning municipality shall also be defined as an urban service area under section 2.4.3 if the petition so requests.

APPENDIX
CHAPTER II
ANIMAL CONTROL

Geographical Description of Urban Service Areas

The following geographical areas within Boone County, Missouri, shall constitute the Urban Service Areas as used in chapter one of the Boone County Code of Health Regulations. All incorporated municipalities shall be excluded from this description unless expressly included by subsequent order of record issued by the Boone County Commission.

Within Township 49 North, Range 12 West, the following sections outside the city limits of Columbia:

All of Sections 16, 17, 19, 20, 21, 23, 26, 27, 28, 29, 30, 33, 34, 35, 36, West ½ of Sections 15 and 24.

The South ½ of the Northeast ¼ of Section 8, the North ½ of the Southeast ¼ of Section 8, that section of the Southeast ¼ of the Northwest ¼ of Section 8 situated east of Clay's Fork Creek, that section of the Northeast ¼ of the Southwest ¼ of Section 8 situated east of Oakland Gravel Rd.

The South ½ of the NW ¼ of Section 9, the Southwest ¼ of Section 9, that section of the West ½ of the Southeast ¼ of Section 9 situated west of State Highway B, that section of the South ½ of the Northeast ¼ of Section 9 situated west of State Highway B.

Within Township 48 North, Range 11 West, the following sections outside the city limits of Columbia:

The West ½ of Sections 6 and 7.

Within Township 48 North, Range 12 West, the following sections outside the city limits of Columbia:

All of Sections 1, 2, 3, 10, 11, 12, 14, 15, 16, 21, 22, 23, 28, 29, 31, 32 and 33.

Within Township 47 North, Range 12 West, the following sections outside the city limits of Columbia:

All of Section 4, the West $\frac{1}{2}$ of Section 3, the North $\frac{1}{2}$ of Section 6.

Within Township 47 North, Range 13 West, the following sections outside the city limits of Columbia:

All of Sections 2, 3 and 4, the North $\frac{1}{2}$ of Section 1, the North $\frac{1}{2}$ of Section 10, and the North $\frac{1}{2}$ of Section 11.

Within Township 48 North, Range 13 West, the following sections outside the city limits of Columbia:

All of Sections 4, 5, 6, 7, 8, 17, 20, 27, 28, 29, 33, 34 and 36.

Within Township 49 North, Range 13 West, the following sections outside the city limits of Columbia:

All of Sections 23, 24, 25, 26, 33, 34, 35 and 36.

Within Township 48 North, Range 14 West, the following sections outside the city limits of Columbia:

All of Sections 1, 2, 11 and 12.

All of Sections 9, 10, 11, 14, 15 and 16 Township 46 North, Range 12 West located outside the municipal limits of Ashland.

All of Sections 3, 9, 10, 11, 14, 15, 16, 21, 22 and the E $\frac{1}{2}$ of Section 4 and the E $\frac{1}{2}$ of Section 17, of township 51 North, Range 11 West located outside the municipal limits of Centralia.

All of Sections 13, 14 and 23 of Township 50 North, Range 12 West located outside the municipal limits of Hallsville.

All of Sections 10, 11, 13, 14 and the W ½ of Section 12 of Township 50 North, Range 14 West located outside of the municipal limits of Harrisburg.

All of Section 8, Township 45 North, Range 12 West located outside the municipal limits of Hartsburg.

All of Section 1, Township 48 North, Range 15 West and Section 6, Township 48 North, Range 14 West, located outside of the municipal limits of Rocheport and located within Boone County.

All of Sections 5 and 8 and the E ½ of Section 7 and the N ½ of Section 17, Township 51 North, Range 12 West located outside of the municipal limits of Sturgeon.

CHAPTER III

SMOKING IN GOVERNMENT BUILDINGS

- 3.1 **Purpose:** The regulations in this chapter are enacted for the purpose of regulating and eliminating public health hazards and nuisances caused by the use of smoking materials and products in County government buildings in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous disease into Boone County, Missouri.
- 3.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo.
- 3.3 **Smoking in County Government Buildings Prohibited:** It shall be unlawful for any person to possess lighted smoking materials in any form including, but not limited to, the possession of lighted cigarettes, cigars, pipes, or other tobacco or spice or herbal smoking products, in any public building owned, leased, possessed, used or occupied, in whole or part, by the government of Boone County, Missouri.
- 3.4 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all geographic areas within Boone County, Missouri.

CHAPTER IV

SMALL ON-SITE WASTEWATER SYSTEMS

- 4.1 **Purpose:** The regulations in this chapter are enacted for the purpose of regulating the design, construction and modification of small on-site wastewater systems as the term is defined in these regulations in order to protect and promote the public health and to prevent the entrance of infectious, contagious, communicable or dangerous diseases into Boone County, Missouri.
- 4.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by Section 192.300 RSMo
- 4.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise or the definition of the term is found in a regulation adopted by reference in this regulation, the following words and terms shall have the following meanings:
- 4.3.1 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person so designated on a temporary basis by order of the Boone County Commission.
- 4.3.2 **Health Official** - An employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director to administer or enforce the provisions of this chapter.
- 4.3.3 **Permit** - Written authorization issued by the Boone County Health Department which authorizes the permittee to construct or modify the small on-site wastewater systems regulated under this chapter. This permit is not intended to be construed to be a permit regulating the operation of a small on-site wastewater system after completion of construction or modification.

4.3.4 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

4.3.5 **Small On-site Wastewater System** - Any subsurface sewage treatment system, lagoon disposal system or other waterborne waste disposal method employing basic hydrologic or engineering principles which receives 1500 gallons or less of waterborne waste per day.

4.3.6 **Construction** - Any act of building and/or installing a new small on-site waste system in order to make it operational and functional or any act of repairing or replacing a small on-site wastewater system other than routine maintenance.

4.3.7 **Modification** - Any act or work upon an existing small on-site wastewater system which changes the design or function of system other than routine maintenance.

4.4 **Small On-site Wastewater System Design and Construction Standards:** All small on-site wastewater systems shall be designed, constructed or modified in accordance with the standards set forth in 19 CSR 20-3.060 **Minimum Construction Standards for On-Site Sewage Disposal Systems**, effective February 28, 2002, the same being incorporated by reference as if fully set out in this regulation verbatim and maintained on file in the office of the Boone County Health Department, Boone County Planning & Building Inspection Department and Boone County Clerk's office except to the extent the same is modified by these regulations.

4.4.1 **Exceptions to Design and Construction Standards** - The Regulations 19 CSR 20-3.060 **Minimum Construction Standards for On-Site Sewage**

Disposal Systems, effective February 28, 2002, are hereby amended for purposes of this chapter as follows:

4.4.1.1 **Soil Scientist** - The term "soil scientist" defined in 19 CSR-20 3.060(1)(A)61 shall be defined as follows - A soil scientist shall have a minimum of 15 semester credit hours of courses in soil sciences including a minimum of 3 credit hours in the area of soil morphology and interpretation as well as a minimum of 3 years field experience by employment or otherwise in interpreting soil texture, color, structural and stratigraphic properties relative to temporal fluxes of water in soil landscapes.

4.5 **Permit Required for Construction or Modification of Small On-site Wastewater Systems:** From and after the effective date of these regulations no small on-site wastewater system shall be constructed or modified except in accordance with the terms and conditions of a valid permit issued pursuant to these regulations. Except as provided in section 4.6.2, nothing in these regulations is intended or is to be construed to require a permit to operate a small on-site wastewater system once the construction or modification of such a system under permit has been finally inspected and approved by the Administrative authority. The issuance of a permit in accordance with these regulations does not relieve the permittee of the responsibility to properly plan, design, construct, install, modify, operate or maintain the system as may be otherwise regulated by law, rule or regulation, nor does issuance of such permit guarantee that the system will function in compliance with these regulations or other applicable laws, rules or regulations.

4.5.1 **Permit Applications** - Any person seeking a permit to construct or modify a small on-site wastewater system shall submit a written application for same on forms provided by the administrative authority; such application shall be accompanied by plans, including site plans indicating the location of percolation test holes or soil profile holes, test results, lot lines, proposed location of treatment systems in relation to buildings and lot lines, specifications, design data and other pertinent information required by the administrative authority. All plans and specifications shall conform to the design standards required under these regulations. All permit applications including site plans shall demonstrate in writing and graphically that the proposed small on-site wastewater system to be constructed or modified is in compliance with the requirements of these regulations.

4.5.2 **Permit Application Processing Procedures** - The administrative authority shall review all permit applications initially for completeness; incomplete applications shall be returned to the applicant for completion. The administrative authority shall take final action on all completed permit applications within fifteen (15) calendar days of submission by either approving the application and issuing the permit, issuing the permit with modifications necessary for compliance with these regulations, or denying the permit. Any permit issued with modifications or denied shall be accompanied by written reasons for such modification or denial and in the case of denial, the administrative authority at its discretion may recommend corrective action. Any applicant aggrieved by the issuance of a permit with modifications or denial of a permit may appeal such issuance or denial to the Board of Review within 30 days of such issuance or denial in accordance with the provisions of these regulations.

4.5.3 **Compliance with Permit** - No small on-site waste water system shall be constructed or modified except in compliance with the terms and conditions of the permit issued for same and approved application therefor; unauthorized changes, deviations or modifications shall constitute a violation of the permit and subject the permittee to permit suspension, revocation and/or prosecution.

4.5.4 **Operation of Small On-site Wastewater System** - No small on-site wastewater system shall be operated unless and until a final inspection of same is conducted by the administrative authority and the system is approved and found to be in compliance with these regulations. No final inspection shall be conducted or approval granted unless the system is exposed for inspection without backfilling so that the system can be examined for compliance with these regulations. Any small on-site wastewater system which has been backfilled in whole or part or otherwise covered such that a complete inspection for compliance cannot be conducted shall upon request of any representative of administrative authority be uncovered, re-excavated or otherwise exposed at the sole expense of the permittee such that a complete inspection can be conducted for purposes of determining compliance with these regulations. Any permittee who shall fail to expose a small on-site wastewater system for inspection under the provisions of these regulations shall be subject to permit suspension or revocation. Any permittee who shall fail to expose a small on-site sewage system to inspection after construction or modification within thirty (30) days after request of a representative of the administrative authority shall be subject to permit revocation.

4.5.5 **Permit Modification** - No small on-site wastewater system shall be constructed or modified in deviation from the terms and conditions of the permit

and approved application therefore unless a new application or amended application for such permit has been first filed with the administrative authority and approved by such authority or a waiver of permit modification has been granted pursuant to section 4.5.6.

4.5.6 Waiver of Permit Modification - Submission of a new or amended application for small on-site wastewater system permit may be waived by the administrative authority in cases where approved materials and/or procedures cannot be used under the terms and conditions of the existing permit and alternative materials or procedures will meet minimum standards without substantial change in the small on-site wastewater system approved under the existing permit and which will not result in any violation of these regulations. The administrative authority may grant such waiver orally upon oral request provided the request and waiver is documented on forms approved by the Administrative authority and signed by the permittee and a representative of the Administrative authority granting the waiver. Failure or refusal of the administrative authority to grant an oral waiver shall not entitle the permittee to appeal such decision to the Board of Review.

4.5.7 General Permit Conditions - The following general conditions shall be applicable to all small on-site wastewater system permits:

4.5.7.1 Expiration of Permit - All small on-site waste water system permits shall be valid for six months after date of issuance and the administrative authority shall record the expiration date on each such permit. Permits may be renewed for additional ninety (90) day periods after the initial period of validity for good cause provided there have been no changes in the plans for construction or modification of the system

under the initial permit and application for renewal is made prior to the expiration date of the permit. No small on-site wastewater system permit shall be renewed except by the administrative authority making a written endorsement of renewal upon the existing permit prior to the expiration date of such permit. Failure to request or obtain renewal prior to the expiration date shall require the permittee to submit an application for new permit.

4.5.7.2 Transfer of Permit - Small on-site wastewater system permits may be transferred only to successor property owners prior to completion of construction or modification for which the permit is issued by completion of ownership transfer documents issued and approved by the administrative authority. All terms and conditions of issued permits for construction or modification shall be automatically applicable to any successor property owner upon transfer of ownership.

4.5.8 Permit Denial - The administrative authority may deny an on-site wastewater system permit for any of the reasons enumerated in sections 4.5.8.1 through 4.5.8.3. In the event the administrative authority denies issuance of a permit the applicant shall be notified in writing of the reason or reasons for denial. An applicant denied a permit may request in writing a hearing before the Director of the Department of Health stating the grounds in support of the request within thirty (30) days of the notification of denial. The ruling of the Director shall be final; any further appeal or review of the decision shall be as provided by Chapter 536, RSMo.

4.5.8.1 Denial Due to Violation of Design and/or Construction Standards - A small on-site wastewater system permit may be denied

because application for such permit is incomplete or does not meet applicable minimum design and/or construction standards established by these regulations.

4.5.8.2 Denial Due to Violation of Applicable Building, Subdivision or Zoning Regulations - A small on-site wastewater system permit may be denied if the system to be constructed or modified will cause a violation of applicable building, subdivision or zoning regulations.

4.5.8.3 Denial Due to Location Within Reasonable Distance of Public Sanitary Sewer - A small on-site wastewater system permit may be denied because the building lot upon which it is to be located is within a reasonable distance of a public sanitary sewer to which connection is practicable and is permitted by the governmental agency or utility owning or operating the sanitary sewer, or in the case of a nonconforming on-site wastewater system under section 4.8, no such permit shall be issued where such a system constitutes a nuisance as otherwise prohibited in these regulations and the building lot upon which such system exists is located within a reasonable distance of a sanitary sewer to which connection is practicable. A public sanitary sewer shall be presumed to be within a reasonable distance of a building lot for purposes of connection if the Administrative Authority determines that a) the lack of a treatment system or the design or operation of an existing onsite treatment system has been declared a public health nuisance or hazard, b) a connection to a public sewer can be designed and constructed, c) the expense of connection to the public sanitary sewer, either individually or in combination with one or more other new connections in close proximity to building lot, is no

greater than the cost of installing or repairing an on-site wastewater treatment system on the lot which complies with these regulations, or that no onsite treatment system can be constructed on the building lot which complies with these regulations. In circumstances in which an existing on-site wastewater treatment system has been declared a nuisance under the Code and due to lot size, topography, or other factors, it is impracticable to install an on-site wastewater treatment system which complies with these regulations, then in such circumstances it shall be presumed that connection to a public sanitary sewer is practicable. It shall be the responsibility of the person seeking a permit to investigate and demonstrate to the satisfaction of the Administrative Authority that no public sanitary sewer connection is available and/or practicable under these criteria as a condition of issuance of a permit.

4.5.9 Permit Suspension and Revocation - The administrative authority may suspend or revoke a permit before construction or modification of a small on-site waste water system is completed due to noncompliance with the terms of the permit or these regulations, unapproved modifications in design or construction, false information submitted in the application for permit, changing site conditions which would result in a violation of one or more of the provisions of these regulations, submission of false percolation test data or false soil morphology/landscape data, permittee misrepresentation concerning compliance with these regulations, or any other reasons necessary for protection of the public health or safety. Except in cases where continued construction or modification under permit would present an imminent threat to human health, life or safety, a permittee shall be given at least five (5) days advance written notice of the

administrative authority's intent to suspend or revoke a permit which shall contain a written statement of the reasons for the proposed suspension or revocation, duration of suspension (if applicable) together with notice of corrective actions (if applicable) necessary to authorize the permittee to retain the permit. The permittee may appeal a notice of suspension or revocation to the County Commission by submitting a written notice of appeal to the administrative authority on or before the date suspension or revocation is to take effect. An appeal shall not stay the suspension or revocation of a permit unless so ordered by the County Commission upon a showing of good cause or with consent of the administrative authority. The County Commission shall determine the appeal of any suspension or revocation as soon as reasonably practicable; the decision of the County Commission shall be final and any further appeal or review shall be as prescribed by Chapter 536 RSMo.

- 4.6 **Health Director Oversight; Variances and Appeals:** The Health Director shall review and determine applications for variances as authorized by these regulations and hear and determine appeals from administrative authority decisions as are authorized and prescribed by these regulations. The Health Director may grant variances from the strict application of these regulations in cases where a property owner or occupant qualify for a permit to construct or modify a small on-site wastewater treatment system under section 4.5 of these regulations, would not otherwise be able to effectively or properly use a small on-site wastewater system, and the grant of a variance would not result in contamination of surface waters or ground water or present a nuisance or health hazard to any person and would not result in the discharge of treated or untreated domestic sewage or human waste off the property subject to the permit. No variance shall be granted on the condition

of reduced water usage or maximum specified water usage. The Health Director may impose such conditions on a variance as deemed appropriate for purposes of preventing contamination of surface waters or ground water or preventing a nuisance or health hazard condition to other persons or preventing discharge of treated or untreated domestic sewage or human waste off the property subject to the permit.

4.7 **Certification of Small On-site Wastewater System Installers, Percolation Test**

Technicians and Inspectors: No person shall construct or modify a small on-site wastewater system unless certified as an installer for such system by the administrative authority. No person shall administer a soil percolation test for purposes of complying with these regulations unless certified as a percolation test technician. No person shall perform or administer a soil morphology/landscape analysis for purposes of complying with these regulations unless qualified as a soil scientist as defined herein. From and after January 1, 1995, no person shall inspect any small on-site wastewater system for purposes determining compliance with these regulations or any other law, rule or regulation if such inspection is performed for compensation or performed in order to report inspection findings to any person other than a governmental agency which regulates small on-site wastewater systems unless such person inspecting such system is currently certified as small on-site wastewater system inspector under these regulations by the administrative authority.

4.7.1 **Certification Requirements for Installers** - An individual may be certified as a small on-site wastewater system installer if such person has attended a training as required by the administrative authority consisting of instruction on the application of these regulations. The administrative authority is authorized to

establish such courses of instruction and/or testing as it may deem appropriate from time to time to insure installer compliance with these regulations.

4.7.2 Requirements for Percolation Test Technician Certification - A natural person may be certified as a soil percolation test technician under these regulations who meets the criteria of any applicable state regulations and has a working knowledge of the proper procedure for administering soil percolation tests and the application of these regulations pertaining thereto. The administrative authority may provide training and require testing in proper procedure for administering soil percolation tests and these regulations as they apply to them.

4.7.3 Homeowner Exemption for Installer Certification - Any individual who owns real estate upon which a small on-site wastewater system is to be constructed or modified and who resides on such real estate or shall reside upon such real estate upon completion of construction of a residence may construct or modify a small on-site wastewater system pursuant to these regulations so long as such individual has obtained written exemption from the administrative authority pursuant to this regulation and is primarily responsible for the actual construction or modification of the small on-site wastewater system constructed or modified on such real estate. Exemption from this certification requirement may be revoked by the administrative authority due to noncompliance with these regulations or permitting a non-certified person to assume responsibility for the actual construction or modification of the small on-site wastewater system authorized under such exempted person's permit.

4.7.4 Certification Requirements for Inspectors - A natural person may be certified as a small on-site wastewater system inspector under these regulations if

such person receives instruction and meets minimum qualifications required of the administrative authority pertaining to the operation of small on-site wastewater systems and the application of these regulations to such systems. The Administrative authority is authorized to establish such courses of instruction and testing as it may deem appropriate from time to time to insure inspections are properly performed under these regulations and may issue exemptions from the training and testing requirements for persons it finds qualified as inspectors due to education and experience. It shall be the responsibility of the party requesting exemption to prove to the Administrative authority's reasonable satisfaction their qualification for exemption.

4.7.5 Records and Reports: All small onsite wastewater systems percolation test technicians, installers and inspectors certified under these regulations shall upon request of the administrative authority make available for inspection and copying all records which such persons prepare or retain with respect to work which is performed which is subject to a permit issued under these regulations. In addition, all inspectors certified under the provisions of these regulations shall prepare a written report of any inspection performed and shall provide the administrative authority with all such written reports within 15 days after preparation unless the administrative authority requests a copy of any such report in writing within a shorter time.

4.7.6 Revocation of Certification - The administrative authority may revoke the certification of any small onsite wastewater system installer or soil percolation test technician or inspector who is found to intentionally violate any provision of these regulations or who after written warning of violation of a particular regulation is found to violate the same regulation on one or more subsequent

occasions regardless of whether or not such person intended violation. The administrative authority may also revoke the certification of any small onsite wastewater system inspector who either intentionally or repeatedly fails to disclose any violation of these regulations in an inspection report or who intentionally or repeatedly makes any misleading or erroneous statement concerning the compliance or noncompliance of any small onsite wastewater system with these regulations in an inspection report. Any certification revoked by the administrative authority may be appealed in writing to the Board of Review within ten (10) days after notice of revocation has been served upon the person whose certification is to be revoked. The Board of Review shall hear and determine such appeal as soon as reasonably practicable and may for good cause shown stay revocation prior to hearing. The decision of the Board of Review shall be final and any appeal thereafter shall be as prescribed by Chapter 536 RSMo.

- 4.8 **Nonconforming Small On-site Wastewater Systems:** Except as provided below, all small on-site wastewater systems existing as of the effective date of this chapter shall be presumed to be in compliance with these regulations unless such system is found to be public health nuisance or hazard under this Code, or is in violation of state law pertaining to wastewater systems. When any such condition exists the owner of the real estate upon which such system exists shall then be subject to the provisions of these regulations and shall be required to apply for a small on-site wastewater permit in order to modify the existing system or construct a new system within a reasonable time as prescribed by the administrative authority except in cases in which the Administrative Authority determines that a permit should be denied under section 4.5.8.3 of these

regulations, in which case the Administrative Authority shall grant the property owner or occupant a reasonable time to connect to a public sewer as warranted under the circumstances. No small on-site wastewater system shall be presumed to be in compliance with these regulations which has not been operable or used for a period of one hundred eighty (180) or more consecutive days or for which a construction permit has been issued pursuant to these regulations. No on-site sewage treatment lagoon otherwise subject to these regulations which existed on or before the date these regulations were first enacted that has a minimum surface area of nine hundred square (900') feet and is surrounded by a thirty-nine (39") inch or taller fence or other fence designed to prevent animals and children from entering the enclosed area and that is without observable functional deficiencies shall be considered to be in violation of the foregoing sections or other applicable law, rules or regulations based solely upon size or location or general condition. No subsurface sewage treatment system otherwise subject to these regulations which existed on or before the date these regulations were first enacted that does not exhibit any chronic surface discharge shall be considered to be in violation of the foregoing sections or other applicable law, rule or regulation based solely upon known or unknown design, components or configuration unless there is other evidence demonstrating one or more violations of said sections or other applicable law, rules or regulations.

- 4.9 **Discharge of Wastewater Off Property Prohibited:** No person or property owner may operate an on-site waste water treatment or sewage disposal system or transport and dispose of waste removed therefrom in such a manner that may result in the contamination of surface waters or groundwater or present a nuisance or imminent health hazard to any other person or property owner and that does not

comply with the requirements of these regulations or sections 701.025 to 701.059 and the on-site sewage disposal rules promulgated under sections 701.025 to 701.059 by the department, whichever standards are higher. No person shall permit treated or untreated wastewater or effluent to discharge from the real estate upon which an onsite wastewater treatment or sewage disposal system exists or is required by these regulations or state law except that any person may discharge treated wastewater on to the property owned by another if such person has an easement or other lawful possessory interest in real estate which permits such person to discharge such treated wastewater on to such real estate within the boundaries described by such easement or possessory interest.

- 4.10 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri and by order of the Boone County Commission in incorporated municipalities which petition the Boone County Commission to be included and the Boone County Commission agrees to order their inclusion after public hearing thereon.
- 4.11 **Fees:** The County Commission may from time to time impose such user fees, such as permit fees or inspection fees, as it may deem appropriate so long as such fees comply with the provisions of Section 192.300, RSMo, and are otherwise authorized by law.

CHAPTER V

REGULATION AND LICENSING OF TATTOO ARTISTS AND DERMAGRAPHIC TECHNICIANS AND RELATED BUSINESSES

- 5.1 **Purpose** - The regulations in this chapter are enacted for the purpose of regulating and licensing tattoo artists and dermagraphic technicians and persons working for and under them as well as tattoo and dermagraphic technician businesses in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous disease into Boone County, Missouri.
- 5.2 **Authority** - These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo.
- 5.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:
- 5.3.1 **Health Director or Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person so designated on a temporary basis by order of the Boone County Commission. As used in this chapter, the term Health Director or Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter.
- 5.3.2 **Operator** - A person who practices the art of tattooing or otherwise administers a tattoo or acts as a dermagraphic technician for compensation of any type.
- 5.3.3 **Patron** - A person who enters a tattoo establishment for the purpose of obtaining a tattoo or who is tattooed in any manner at tattoo establishment.

5.3.4 **Person** - "Person" shall mean any individual, firm or corporation, owner or operator of a tattooing establishment.

5.3.5 **Tattooing** - "Tattooing" shall mean any method of placing designs, letters, scrolls, figures, symbols or any other marks upon or under the skin with ink, natural pigments or colors, by the aid of needles or instruments.

5.3.6 **Tattooing Establishment** - Any place or facility where the art of tattooing is performed by an operator as defined in these regulations.

5.4 **Permit Required** - It shall be unlawful for any person owning, controlling or leasing, acting as agent for, conducting, managing or operating any tattooing establishment to practice the art of tattooing or to be an operator as the term is defined in these regulations or engage in the practice of tattooing without first applying for and receiving a permit from the director in the manner herein provided or for any such person to act as a tattoo operator or operate a tattooing establishment while such permit is under suspension or revocation.

5.5 **Permit Issuance** - Upon approval of an operator's application for a permit to engage in the practice of tattooing and after on-site inspection by the Health Director demonstrates that an applicant's tattoo establishment is in compliance with these regulations, the Health Director shall, upon payment of a license fee hereinafter provided, issue the permit to the designated permittee. Every person engaged in the business of conducting, managing or operating a tattooing establishment shall pay a permit user fee each year or for any portion of the year as established by order of the Boone County Commission, payable annually in advance to the Boone County Department of Health. Upon approval of an application for a permit to engage in the practice of tattooing, the director shall, upon payment of a license fee hereinafter provided, issue the permit to the

designated permittee. Every person engaged in the business of conducting, managing or operating a tattooing establishment shall pay a permit user fee each year or for any portion of the year as established by order of the Boone County Commission, payable annually in advance to the Boone County Department of Health. A permit for a tattooing establishment may be granted at any time during the year, but all permits issued hereunder shall expire on the thirty-first day of the next succeeding December. No permit shall be transferable or assignable. All permits and these regulations shall be posted at all times in a conspicuous place in the establishment.

- 5.6 **Permit Suspension and Revocation** - The Health Director may suspend a tattoo establishment permit for failure of the permittee to comply with the requirements of these regulations if the Health Director has issued notice of violation(s) specifying corrective action to be taken and prescribed a reasonable time for the permittee to remedy the violation(s) and the permittee fails to take timely corrective action as required. The Health Director also may suspend a permit immediately without issuance of notice of violation and opportunity to take corrective action if the Health Director finds that the violations of these regulations are an immediate and substantial threat to the public health or safety. A permit suspension shall continue until corrective actions are taken and the permit is reinstated or when corrective actions are not timely taken, for a reasonable time specified by the Health Director not to exceed 30 days unless the permittee's permit is revoked. The Health Director may revoke a permit if a permittee fails to take prompt corrective action after permit suspension under these regulations, if the permittee continues to operate a tattoo establishment after permit suspension but before permit reinstatement, for repeated violations of these

regulations regardless of whether corrective actions are taken, for violations of these regulations that require permit revocation, and for interference with the Health Director's performance of duties under these regulations. Any permittee who whose permit issued under these regulations has been suspended or revoked may appeal the suspension or revocation and the Health Director shall grant such permittee hearing within five business days of suspension or revocation and provide the permittee notice of the hearing. Failure of permittee to timely appeal a permit suspension or revocation order after being notified of such order in person or by regular mail at the permittee's address shown in Health Director's records shall constitute a complete waiver of the right to appeal unless the Health Director allows untimely appeal for good cause shown. A hearing may be continued by the Health Director upon application for good cause shown. No permit suspension or revocation shall be stayed pending hearing except upon application of the permittee and a finding by the Health Director that the public health or safety will not be endangered by grant of a stay of suspension or revocation; the Health Director may establish conditions for issuance of a stay in permit suspension or revocation pending hearing as are necessary in the Health Director's judgment to protect the public health and safety. After hearing, the Health Director shall promptly render a decision in writing concerning the appeal and grant or deny relief as requested or modify the order of suspension or revocation as is reasonably appropriate under the circumstances. Any further appeal of the decision of the Health Director shall be as provided under the requirements of chapter 536 RSMo.

5.6.1 Permit Reinstatement After Suspension - Any tattoo establishment operator whose permit has been suspended until corrective actions are taken may at any time make written application for the reinstatement of the permit. The

Health Director shall reinspect a tattoo establishment under permit suspension within three business days after the health Director receives an application for permit reinstatement accompanied by a statement signed by the applicant to the effect that the violated provision(s) of these regulations have been corrected. If the Health Director finds satisfactory compliance after inspection, then the Health Director shall reinstate the permit unless the suspension is for failure to take timely corrective actions after notice of violation(s) or the Director finds that the corrective actions taken are inadequate to protect the public health or safety.

5.7 **Tattoo Administration Requirements** - Any person maintaining, conducting, operating or managing any tattooing establishment must comply with the following regulations with respect to the administration or application of tattoos:

5.7.1 **Minimum Age Requirements** - No tattoo may be administered to any person less than 18 years of age without parental consent. Where there is doubt about such age, the tattooist will obtain proof of age before the tattoo procedure is done.

5.7.2 **Patron Notification** - Before administering a tattoo, the patron must be advised that the tattoo should be considered permanent; that it can be removed only with a surgical procedure; and that any effective removal may leave permanent scarring and disfigurement. A written cautionary notice to that effect shall be furnished to and signed by the patron and retained on file at the establishment.

5.7.3 **Skin Condition** - The skin surface to be tattooed must be free of rash, pimples, infection or recent scar tissue. The patron must be in apparent good health, and the skin to be tattooed generally free of all appearances of pathological conditions. The skin should not appear jaundiced (yellowed).

5.7.4 **Patron Sobriety** - Tattoos may not be administered to any person under the influence of drugs or alcohol, and the tattooist is charged with the responsibility of making reasonable observation and inquiry to assure himself that the patron is, in fact, sober, and not under the influence of drugs or alcohol.

5.7.5 **New Tattoo Care Patron Instructions** - Written instructions, approved by the Director, regarding the proper care of the tattooed skin as a precaution against infections shall be provided to each patron following the tattoo procedure.

5.7.6 **Tattoo Removal Prohibited** - The regulations herein provided shall in no way be construed to allow nor permit the removal of any tattoo nor shall the tattoo operator perform or attempt to perform any procedure which is intended to remove any tattoo. Any attempt to perform a tattoo removal procedure by a tattoo operator known by the Director, shall result in the revocation of the tattoo operator's permit.

5.8 **Tattoo Establishment Premises** - Tattoo establishment premises shall be governed by the following regulations:

5.8.1 **Sanitation** - Premises and equipment must be maintained in a sanitary manner. This includes physical cleanliness as well as antiseptic precautions. Floors, walls and ceilings shall be clean and in good repair and maintained in a clean condition. All tables and chairs used in the tattooing process shall be constructed of a material allowing easy and thorough cleaning and shall be maintained in a clean and sanitary condition. Adequate equipment and facilities shall be provided for the disposition of cigarette butts and other disposal items.

5.8.2 **Hygiene Facilities** - All tattoo establishments shall be equipped with hot and cold running water. Adequate toilet facilities with soap and towels properly installed and in compliance with applicable ordinances, rules and regulations of

the county of Boone and State of Missouri shall be provided.

5.8.3 **Insects, Vermin and Litter** - The premises shall be kept clean and free of vermin at all times. There shall be no fly or mosquito breeding places or rodent harborage on the premises. Non-human animals shall not be allowed in the tattooing room. Litter under the control of the tattoo artist or operator shall not be permitted to accumulate on the premises.

5.8.4 **Lighting** - All tattoo establishments shall be well lit with not less than fifty (50) foot-candles in all cleaning and working areas.

5.8.5 **Ventilation** - All tattoo establishments shall have ventilation as required by applicable ordinances/rules and regulations of Boone County, Missouri.

5.8.6 **Size** - All tattoo establishments shall be of sufficient size to accommodate required equipment and business done therein.

5.8.7 **Inspection** - The Director shall be permitted access to all areas of the premises and records at any reasonable time.

5.9 **Equipment** - Tattoo operators shall comply with the following regulations with respect to equipment:

5.9.1 **Instruments** - Non-reusable items like needles, gauze, styptic pencils, etc., shall be treated as contaminated and be disposed of in appropriate isolation boxes in accordance with state and federal guidelines.

5.9.2 **Inks** - Individual cups of ink or colors shall be used for each patron and be discarded after use.

5.9.3 **Sanitation** - Needles and other instruments used in administering the tattoo, including hand pieces, needle bars, and razor blade holders must be thoroughly rinsed and sterilized after each use. All styptic pencils, gauze, gloves, etc., shall be used for one (1) patron only and disposed of after a single use.

5.9.4 **Sterilization** - Sterilization of equipment shall be done by steam pressure sterilization (autoclave), for a minimum of thirty (30) minutes at 270 degrees Fahrenheit followed by a drying time of not less than fifteen (15) minutes. To prepare for steam pressure sterilization, each needle shall be flushed with distilled water and left distinctly moist, just before the sterilization process is initiated. The tubes containing the needles should rest on their sides in the sterilizer to facilitate the air removal and steam contact to each tube and needle. When an autoclave procedure is used, indicator tape or other acceptable test method shall be used to check the effectiveness of sterilization. A daily log shall be kept of tests of equipment. Records of methods of sterilization together with temperature cycle for each sterilization process shall be kept on file for inspection by the Director. All instruments and needles shall be stored in a closed metal or glass container. All acetate tattoo stencils shall be cleaned with 70 percent isopropyl alcohol between customers or individual transfers of tattoo designs shall be used once and discarded. All furniture or items splashed with blood or body fluid shall be cleaned with a bactericidal cleaner. All tubes, hoses, and reusable equipment shall be cleaned with soap and water or ultrasounded double wrapped in sterilizer paper or in peel pouches and appropriately sterilized.

5.10 **Operator and Aseptic Technique Requirements** - The following requirements shall be applicable to tattoo operators and use of aseptic techniques:

5.10.1 **Vaccinations** - Tattoo operators shall have received the Hepatitis B vaccine unless this requirement is waived by the Director for good cause shown. The Health Department may make these vaccinations available to operators at cost.

5.10.2 **Foods, Beverages and Smoking Prohibited** - Neither the patron or tattoo

operator shall consume or bring food or drink into the tattooing area and shall not smoke during the procedure or in the room(s) where the tattooing takes place.

5.10.3 Diseases Prohibited - The tattoo operator must be free from communicable disease while administering tattoos and present no pustular lesions of the hands or arms.

5.10.4 Tattoo Administration Procedures and Reporting Requirements- Immediately before administering a tattoo, the tattoo operator must thoroughly wash his/her hands in hot water with soap, using a short-bristled brush and then dry the hands with a disposable paper towel. The tattoo operator shall wear a clean and easily cleanable smock and latex/rubber single use disposable gloves while administering the tattoo procedure. The tattoo operator, while administering a tattoo, shall wear an effective hair restraint, must have clean fingernails and shall in general pay particular attention to his/her personal hygiene. The skin surrounding the area where the tattoo is to be placed shall first be washed with a germicidal soap and then shaved with a disposable blade. Individual razor blades shall be used when customer is shaved and disposed of in an isolation container. During any phase of the tattoo procedure, should the tattoo operator be interrupted for other duties, i.e., answering phones, etc., the tattoo operator shall wash his/her hands as prescribed above before resuming the tattoo procedure. The tattoo shall be bandaged with a sterile non-stick type bandage when tattoo is finished. All infections resulting from the practice of tattooing shall be reported to the Director by the person owning or operating the tattooing establishment within five (5) business days. The operator shall advise the patron to seek appropriate medical treatment for the infection.

5.11 Jurisdiction - The regulations contained in this chapter shall be applicable to all

unincorporated areas within Boone County, Missouri and by order of the Boone County Commission in incorporated municipalities which petition the Boone County Commission for inclusion and the County Commission agrees to order their inclusion after public hearing thereon.

**CHAPTER VI
PUBLIC HEALTH HAZARDS AND PUBLIC NUISANCES**

- 6.1 **Purposes:** The regulations in this chapter are enacted for the purpose of regulating and eliminating public health hazards and public nuisances in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous disease into Boone County, Missouri.
- 6.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by sections 192.300 and 67.402, RSMo
- 6.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:
- 6.3.1 **Agricultural Property** -Property which is zoned for agricultural uses under the zoning regulations of Boone County except properties within such zones which have been subdivided under the subdivision regulations of Boone County for residential uses.
- 6.3.2 **Dismantled vehicle** - Any vehicle missing significant body parts such as the hood, fender, cab, door or trunk lid.
- 6.3.3 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person(s) so designated on a temporary basis by order of the Boone County Commission.
- 6.3.4 **Health Official** - Any employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director with the advice and consent of the Boone County Commission to administer or enforce the provisions of this chapter.

6.3.5 **Inoperable vehicle** - Any vehicle that does not possess an engine, has one or more flat or missing tires, or is otherwise incapable of being operated for lack of a major component of the vehicle.

6.3.6 **Junk** - Worn, scrap, salvage or discarded materials of any nature including, but not limited to metal, glass, paper, cardboard, wood, clothing, furniture, carpeting, vehicle parts, appliances, construction material, or other trash and refuse.

6.3.7 **Junk-filled vehicle** - Any vehicle used to store junk provided that the junk occupies more than one-half of the enclosed area of the vehicle, or junk is piled on the hood, roof or trunk of the vehicle, or if the vehicle is a truck, any junk in the bed of the vehicle extends higher than three feet above the bed of the vehicle.

6.3.8 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

6.3.9 **Public Health Hazard** - Any condition upon real property which poses an immediate and direct hazard to human health due to the existence of the condition itself or due to the immediate threat of transmission of disease through insects, animals, or other means of transmission or infection.

6.3.10 **Public Nuisance** - A condition in real estate creating a potential danger or hazard to human health if left unremedied due to the existence of the condition itself or due to the potential transmission of disease through insects, animals or other means of transmission or infection. Such conditions may include the presence of rubbish and trash, lumber, bricks, tin, steel, parts of derelict motorcycles, derelict cars, derelict trucks, derelict construction equipment, derelict appliances, broken furniture, or overgrown or noxious weeds in

residential subdivisions which may endanger public safety or which are unhealthy or unsafe and therefore declared to be a public health nuisance.

6.3.11 **Property Occupant** - Any person who owns real property upon which a public health hazard or nuisance exists, and any person in possession or charge of real property who has created, maintained, or otherwise facilitated a health hazard or public nuisance upon such property.

6.3.12 **Trash** – Any waste matter, including but not limited to, junk (as defined above) and tires.

6.3.13 **Unlicensed vehicle** - Any vehicle that is not validly registered under the motor vehicle laws of the State of Missouri or the laws of any other jurisdiction and any vehicle that does not display a valid current license plate in conformance with the laws of the jurisdiction in which it is registered.

6.3.14 **Vehicle** - Any device designed for the motorized transportation of persons or property over public ways.

6.3.15 **Weeds** - The term weeds shall be interpreted to include all vegetation commonly known as weeds, excluding cultivated vegetation, which shall have attained a height of 12 inches or more and vegetation which may exhale unpleasant or noxious odors.

6.4 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri. Any incorporated area in Boone County not included in these regulations may be declared included by order of the Boone County Commission only after petition for such declaration has been filed by the governing body of such incorporated area and after public hearing thereon. These regulations shall particularly exclude agricultural interests which in these matters are regulated by other state and national agencies.

6.5 **Solid Waste Storage:** It shall be unlawful for any property occupant or other person who possesses or uses real estate in the jurisdiction to which these regulations are applicable to place, permit placement, or maintain upon such real estate an accumulation of junk, trash, rubbish, garbage, lumber, bricks, tin, steel, derelict and inoperable construction equipment, derelict and inoperable appliances, broken furniture or other refuse in a condition which constitutes a public nuisance, except that this section shall not apply to:

6.5.1 **Temporary Storage** - Temporary storage of trash, garbage or other refuse in closed containers which prevent invasion of animals or insects for a time period not exceeding fourteen calendar days from the date they are disposed of lawfully,

6.5.2 **Composting** - Composting nontoxic agricultural, organic or domestic waste.

6.6 **Public Health Hazards/Public Nuisances/Rat Harborage:** It shall be unlawful to permit a public health hazard or public health nuisance as defined by sections 6.3.9 and 6.3.10 of this Chapter upon real property. It shall be unlawful to keep, maintain or store upon real property refuse in a manner or condition which is conducive to rat infestation or breeding; any such violation shall constitute a public health nuisance.

6.7 **Weeds and Rank or Noxious Plants:** It shall be unlawful to permit the growth of weeds or other rank or noxious plants as the terms are defined in these regulations upon any residential lot or within any residential subdivision or district except agricultural property; provided, however, that this exemption for agricultural property does not supersede any provision of state law governing the control or elimination of weeds or other rank or noxious plants.

6.8 **On Site Sewage Treatment and Disposal:** It shall be unlawful to discharge

untreated and uncontained household or human sewage effluent from any building or structure above or below the ground surface. It shall be unlawful to operate or maintain or permit the operation or maintenance of a subsurface wastewater treatment system which causes chronic surface discharge of treated or untreated effluent. It shall be unlawful to operate or maintain or permit the operation or maintenance of a wastewater lagoon treatment system which causes chronic surface or subterranean discharge of treated or untreated effluent. Any unlawful discharge described herein shall constitute a public nuisance.

6.9 **Vehicle Nuisance; Exceptions** - The presence upon any private property within the jurisdiction to which these regulations are applicable of an unlicensed, dismantled, inoperable or junk-filled vehicle is declared to be a public nuisance and it is hereby declared unlawful for any person to cause, permit, maintain or allow the creation or maintenance of any vehicle nuisance in violation of this section. This declaration of nuisance in this section shall not apply to any property that is the site of a lawful motor vehicle sales or service business, a lawful towing or storage facility or a lawful junkyard; to any vehicle that is kept or stored in a garage or similar fully enclosed structure; to any vehicle that is enclosed within a locked fenced area and is not clearly visible from adjacent public or private property, and to any unlicensed vehicle that is kept or stored in a carport provided that the unlicensed vehicle is not also a dismantled or inoperable or junk-filled vehicle.

6.10 **Abatement of Public Health Hazards and Public Nuisances:** Public health hazards and public nuisances shall be abated in accordance with the following rules and procedures:

6.10.1 **Determination of Public Health Hazards and Public Nuisances:** It shall

be the duty of the Health Director and/or Health Official to determine whether or not a public health hazard or public nuisance as defined in these regulations exists. In the event the Health Director or a Health Official determines that a public health hazard or nuisance exists upon any real estate, then he or she shall promptly give written notice of that determination to the property occupant, owner, and any other persons having an interest in the property as shown by the land records maintained by the Recorder of Deeds of the County, by personal service upon such persons, or by certified mail, return receipt requested, or if service cannot be had by either of these methods, then service upon them by publication in a newspaper of general circulation published within the geographic vicinity where the violation occurred. Such notice shall identify the nuisance and require the persons to whom notice was given to abate the nuisance within 15 days of receipt of notice, or such other shorter or longer time as reasonably determined by the Director or Health Official giving notice. Further, if the Director or Health Official determines that the immediate abatement is necessary to preserve the public health or safety, then in such cases immediate abatement may be ordered as provided in section 6.10.2 regardless of property occupant abatement obligations hereunder.

6.10.2 Governmental Abatement of Public Health Hazards and Public

Nuisances –If a property occupant, or other person having interest in real estate upon which a public health hazard or nuisance has been ordered abated by the Health Director or Health Official fails to abate a health hazard or nuisance within the time specified in the notice for abatement, or if the property occupant, or other person having interest in real estate upon which a public health hazard or nuisance has been ordered abated fails to commence abatement within seven days

of receipt of notice of the Health Director's or Health Officials order for abatement and proceed continuously with abatement without unnecessary delay. then the Health Director or other Health Official may request a hearing before the County Commission for an order to abate any public health hazard or nuisance as defined in these regulations through use of governmental resources or by government contract with the expense of such abatement to be charged against the property as a special tax bill, or added to the real estate taxes due and owing for the year in which governmental abatement occurs. Notice of such hearing shall be given to all persons to whom a notice of abatement had been previously given and to such other persons who may have been disclosed to the Health Director or Health Official as having an interest in the property; such notice shall be given at least 10 days in advance of the hearing. At such hearing all persons to whom notice has been given shall have an opportunity to be heard as to whether the property is a public health hazard or public nuisance, or otherwise detrimental to the health, safety or welfare of the residents of the county, provided, however, it shall be presumed that the public health hazard or public nuisance exists upon such property if no appeal of the decision of the Health Director or Health Official that such public health hazard and nuisance exists is made in the time and manner as prescribed by section 6.10.3 of this regulation. Upon the conclusion of any such hearing the County Commission shall issue its order making specific findings of fact based upon competent and substantial evidence presented at such hearing, which shows the property does or does not constitute a public health hazard or public nuisance, or is otherwise detrimental to the health, safety and welfare of the residents of the County. If the County Commission finds such public health hazard or public nuisance exists, it may authorize the Health Director or Health

Official to order abatement of such health hazard or nuisance at governmental expense if the property owner or other persons given notice of the hearing and having an interest in the property did not commence abatement previously ordered by the Health Director or Health Official within seven days of the receipt of the order for abatement issued by the Health Director or Health Official, with the cost thereof to be certified to the County Clerk and County Collector for purposes of issuance of a special tax bill or additional tax on the real estate tax bill to be collected as other real estate taxes as prescribed by §67.402.3 RSMo.

6.10.3 Right of Appeal: A property occupant or other person given notice by the Health Director or Health Official shall have the right to appeal such decision to the County Commission provided such appeal is made and filed with the County Commission within 15 days of personal service or receipt of written notice by certified mail of the Health Director's decision, or before the time specified for abatement, whichever is shorter. Decisions made by the County Commission concerning such appeals shall be final for purposes of judicial review.

CHAPTER VII
COMMUNITY AUTOMATED EXTERNAL DEFIBRILLATOR PROGRAM

- 7.1 **Purpose-** The regulations in this chapter are adopted for the enhancement and protection of public health under 192.300 RSMo and to develop and implement a county-wide automated external defibrillator (AED) program under 190.192 RSMo, which will establish rules for AED use, training and data collection, as well as requirements and procedures for implementing and using all existing and new AEDs in the community.
- 7.2 **Applicability-** Notwithstanding any provisions of any other county regulations to the contrary, this chapter and sections thereunder shall apply to, and be enforced in, the incorporated as well as the unincorporated areas of Boone County. Hospitals are exempt from the provisions of these regulations.
- 7.3 **Requirements and Procedures-** The following shall be the requirements and procedures for use, training and data collection of the AED program:
- 7.3.1 **Use of AEDs -** No AED shall be used in the incorporated or unincorporated areas of Boone County without first complying with the requirements and procedures set forth in this chapter. No AED used outside of a health care facility shall be used except in accordance with a medical protocol for use with the AED which is approved by a licensed physician.
- 7.3.2 **Notification -** The Columbia/Boone County Health Department (Department) will be notified of the purchase or implementation of an AED by any individual, entity, organization or company purchasing or otherwise assuming responsibility for implementation of an AED. Written notification shall be provided using an AED registration form provided by the Department. The form shall be submitted prior to the implementation of the AED and updated annually

thereafter. The Department is authorized and directed to determine the content of the form and requirements for registration.

7.3.3 Training - Prior to implementing an AED, the individual, organization or company assuming responsibility for implementing the AED shall provide for training of all intended users. The training shall consist of a class provided by a nationally recognized or Department approved training organization, including, but not limited to the American Heart Association, American Red Cross, or the National Safety Council. The curriculum shall include basic cardiopulmonary resuscitation training and demonstrated proficiency in the use, maintenance and inspection of AED's. The training organization will issue individual certification, for a period not to exceed two years, that the training has been completed. Recertification training of users shall be provided for by the individual, organization or company assuming responsibility for implementing the AED prior to the expiration of the intended users certification

7.3.4 Standards for AED Maintenance - The individual, organization or company assuming responsibility for implementing the AED will ensure that the AED is maintained and tested in accordance with manufacturers' operational guidelines and specifications.

7.3.5 Quality Assurance Review - The individual, organization or company assuming responsibility for implementing the AED shall conduct a quality assurance review of each AED use based on the physician provided medical protocol. The Department may conduct a quality assurance review of AED usage that includes gathering clinical data and information from the person that used the AED, the written records of the AED use and from the AED itself.

7.3.6 **Consent to Quality Assurance Review** - The owner and user of the AED shall not withhold consent to the quality assurance review by the Department after the use of an AED or the retrieval of clinical data from the device itself.

CHAPTER VIII
REGULATIONS GOVERNING
COMMUNICABLE DISEASES

8.1 **Purpose** - These regulations are enacted for the purpose of preventing, reporting, controlling, treating and eliminating communicable, environmental, and occupational diseases and for that purpose they are intended to adopt Missouri Department of Health regulations dealing with Communicable Diseases codified in the Code of State Regulations effective as of the date this chapter is adopted, 19 CSR 20-20.010 through 19 CSR 20-20.100 as the same may be adopted and enforced by local health authorities and departments.

8.2 **Statutory Authority and Incorporation of Certain Regulations by Reference**- These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. The provisions of 19 CSR 20-20.010 through 19 CSR 20-20.100 of the Code of State Regulations are hereby incorporated by reference as if fully set forth herein verbatim as existing on the date this chapter is adopted.

8.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the definitions found in 19 CSR 20-20.010 shall be applicable to this chapter and the following words and terms shall have the following special meanings:

8.3.1 **Health Director or Director** - The Health Director shall be the same person and perform the same functions as the Local Health Authority described in 19 CSR 20-20.010(24). The Health Director shall generally supervise the administration of this chapter. As used in this chapter, the term Health Director or

Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter. A Health Director also may be specially appointed if ordered by the Boone County Commission under circumstances reasonably requiring such appointment. In the absence of special appointment and designation, the Health Director shall be the acting or permanent director of the Columbia/Boone County Health Department.

8.3.2 **Health Department** - The Columbia/Boone County Health Department is hereby designated the Local Public Health Agency as defined in 19 CSR 20 20.010(25).

8.3.3 **Person** - “Person” shall have the same meaning as defined in 19 CSR 20 20.010(28) and in addition thereto shall include any legal entity of any type and any group or association of individuals.

8.4 **Compliance Required** - It shall be unlawful for any person to violate any provision of these regulations or any directive issued by the Health Director or Health Department made for the purpose of implementing any section or provision of these regulations, including but not limited to any reporting or record keeping requirement, any order or directive for isolation or quarantine when issued pursuant to these regulations, and compliance with any requirement or directive intended to control, treat, or eliminate a communicable, environmental or occupational disease regulated hereunder.

8.5 **Enforcement** - The Health Director is hereby authorized to seek the assistance of the circuit court in enforcement of these regulations, as necessary to protect the public health, including obtaining issuance of restraining orders and other orders of injunction, and other equitable remedy as may be necessary and appropriate under the circumstances.

- 8.6 **Interpretation and Severability:** The regulations enacted under this chapter are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. In the event of conflict between any regulation contained herein and any other rule, regulations or law, the provision more protective of the public health shall apply; provided, however, that in the event of irreconcilable conflict between any provision of these regulations and rules or regulations enacted by the Department of Health under Chapter 192 RSMo, or the Department of Social Services under Chapter 198 RSMo, the rules or regulations enacted by those departments under those chapters shall prevail. These regulations also shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.
- 8.7 **Jurisdiction** - The regulations contained in this chapter shall be applicable to all incorporated and unincorporated areas within Boone County, Missouri.
- 8.8 **Penalties and Remedies** - Any person who violates any requirement or provision of these regulations shall be deemed guilty of a misdemeanor and shall be punished as provided by law; each day of violation of any such regulation shall constitute a separate and distinct offense. The penalty provided in this section shall not be construed to be exclusive but is intended to be supplementary and in addition to any other remedy provided or authorized by law or equity for enforcement of these regulations. Provided, however, the failure of the Health Director or Department to enforce any provision of these regulations, or to

perform any duty prescribed for them hereunder, shall not itself not constitute a violation of these regulations, nor is any regulation in this chapter intended to create any legal responsibility or give rise to any legal liability on the part of the Health Director or Department to the benefit of any person who is or claims to be affected by any such failure or nonperformance. In any circumstance deemed to be or declared to be a health emergency, the Health Director or the County Commission may convene an Emergency Administrative Review Board consisting of three members with such qualifications as may be appropriate for the appointment as established by the appointing person or body. The Emergency Administrative Review Board shall be a fact-finding quasi-judicial body formed to provide prompt review and advisory rulings on an expedited basis of all written complaints, grievances, and petitions for redress not involving claims for monetary compensation, concerning actions taken to enforce the powers granted the Health Director and Department hereunder, and requests for variances from the enforcement of these regulations on the basis of unnecessary hardship which variance shall have no detrimental impact or effect on the public health, safety or welfare. Rulings of the administrative review board shall be in writing with a written statement of the facts upon which the ruling is made and an explanation of the reasons for the ruling. Such rulings shall be promptly forwarded to the Health Director or County Commission for such action as may be permitted by law. Any judicial review of the actions taken by the Health Director or Department under authority of this chapter shall be as provided in chapter 536 RSMo.

CHAPTER IX

FOOD CODE

9.1 **Purpose** - These regulations are enacted for the purpose of enhancing the public health by preventing, reporting, controlling, treating and eliminating food borne illnesses and dangerous diseases and for that purpose they are intended to adopt Chapters 1 through 8, inclusive, of the City of Columbia, Missouri Food Code effective as of the date this Chapter is adopted by the County Commission of Boone County.

9.2 **Statutory Authority and Incorporation of Certain Regulations by Reference**- These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. Chapters 1 through 8 of the “City of Columbia, Missouri, Food Code” adopted by the city council of the City of Columbia on April 21, 2014, Ordinance No. 022040, as amended and effective as of the date this Chapter is adopted by the County Commission, is hereby adopted and shall be called the “Boone County Food Code” and is hereby incorporated by reference as if fully set forth herein verbatim except as modified by section 9.4 below.

9.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the definitions found in Chapter I of this Code shall be applicable to this chapter and the following words and terms shall have the following special meanings:

9.3.1 **Health Director or Director** - The Health Director shall be the “regulatory authority” as the term is used in the Boone County Food Code. The Health Director shall generally supervise the administration of this chapter. As used in this chapter, the term Health Director or Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter. A Health Director also may be specially appointed if ordered by the Boone

County Commission under circumstances reasonably requiring such appointment. In the absence of special appointment and designation, the Health Director shall be the acting or permanent director of the Columbia/Boone County Health Department.

9.3.2 **Regulatory Authority** – The Health Director of the Columbia/Boone County Health Department.

9.4 **Modifications to Food Code** – For purposes of the Boone County Food Code, the following modifications shall be made to the “City of Columbia, Missouri, Food Code” adopted by the city council of the City of Columbia on January 16, 2001:

9.4.1 **Deletions to Code** - Chapter 8-304.30 dealing with food service worker certificates and related training, and certificates is deleted in its entirety. All other references in the Boone County Food Code to Chapter 8-304.30 or parts thereof are further deleted.

9.4.2 **Deletion and Substitution to Code** – Chapter 8-302.14 is deleted and the following is substituted:

8-302.14 **Contents of the Application.**

The application shall include:

(A) The name, birth date, mailing address, telephone number, and signature of the person applying for the permit and the name, mailing address, and location of the food establishment;

(B) Information specifying whether the food establishment is owned by an association, corporation, individual, partnership, or other legal entity;

(C) A statement specifying whether the food establishment:

(1) Is mobile or stationary and temporary or permanent, and

(2) Is an operation that includes one or more of the following:

(a) A Category 1 establishment defined as:

A business that prepares only food that is not potentially hazardous, and does not prepare, but offers for sale only prepackaged food that is

potentially hazardous

(b) A category 2 establishment defined as:

A business that prepares, offers for sale, or serves potentially hazardous food only to order upon a consumer's request.

(c) A category 3 establishment defined as:

A business that prepares potentially hazardous food in advance using a food preparation method that involves two or more steps which may include combining potentially hazardous ingredients; cooking; cooling; reheating; hot or cold holding; freezing; or thawing; Prepares food for delivery to and consumption at a location off the premises of the food establishment where it is prepared,

(d) Prepares food under (C)(2)(b) of this section for service to a highly susceptible population.

(D) The name, title, address, and telephone number of the person directly responsible for the food establishment;

(E) The name, title, address, and telephone number of the person who functions as the immediate supervisor of the person specified under 8-302.14(D) of this section such as the zone, district, or regional supervisor;

(F) The names, titles, and addresses of:

(1) The persons comprising the legal ownership as specified under (A) & (B) of this section including the owners and officers, and

(2) The local resident agent if one is required based on the type of legal ownership;

(G) A statement signed by the applicant that:

(1) Attests to the accuracy of the information provided in the application, and

(2) Affirms that the applicant will:

(a) Comply with this Code, and

(b) Allow the regulatory authority access to the establishment as specified under § 8-402.11 and to the records specified under §§ 3-203.12 and 5-205.13 and Subparagraph 8-201.14(D)(6); and

(H) Other information required by the regulatory authority.

- 9.5 **Compliance Required** - It shall be unlawful for any person to violate any provision of these regulations or any directive issued by the Health Director or Health Department made for the purpose of implementing any section or provision of these regulations. It shall be unlawful to conduct any food operation required to have a permit by virtue of these regulations without first having obtained said permit.
- 9.6 **Enforcement** - The Health Director is hereby authorized to seek the assistance of the circuit court in enforcement of these regulations, as necessary to protect the public health, including obtaining issuance of restraining orders and other orders of injunction, and other equitable remedy as may be necessary and appropriate under the circumstances.
- 9.7 **Interpretation and Severability:** The regulations enacted under this chapter are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. In the event of conflict between any regulation contained herein and any other rule, regulations or law, the provision more protective of the public health shall apply; provided, however, that in the event of irreconcilable conflict between any provision of these regulations and rules or regulations enacted by the Department of Health under Chapter 192 RSMo, or the Department of Social Services under Chapter 198 RSMo, the rules or regulations enacted by those departments under those chapters shall prevail. These regulations also shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

9.8 **Jurisdiction** - The regulations contained in this chapter shall be applicable to all incorporated areas in Boone County, Missouri, unless said incorporated area now has, or shall hereafter have, a population of seventy-five thousand or greater and which are maintaining organized health departments, and all unincorporated areas within Boone County, Missouri.

9.9 **Penalties and Remedies** - Any person who violates any requirement or provision of this Code shall be deemed guilty of a misdemeanor and shall be punished as provided section 192.300, RSMo, or as otherwise provided by law. Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as principal, agent or accessory, shall be guilty of such unlawful act, and every person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty. Every day any violation of any regulation of this Code shall continue shall constitute a separate offense unless otherwise specifically provided herein. The penal remedy provided herein shall not be exclusive and the Health Director or any health official may seek and obtain in their own name or in the name of the County any other judicial relief provided for in equity or at law, including but not limited to imposition of civil fines for violations of this Code as provided for in section 49.272, RSMo, and such other declaratory and injunctive relief as may be appropriate under the circumstances. Provided, however, the failure of the Health Director or Department to enforce any provision of these regulations, or to perform any duty prescribed for them hereunder, shall not itself not constitute a violation of these regulations, nor is any regulation in this chapter intended to create any legal responsibility or give rise to any legal liability on the part of the Health Director or

Department to the benefit of any person who is or claims to be affected by any such failure or nonperformance. Except as otherwise provided by law, any judicial review of the actions taken by the Health Director or Department under authority of this chapter shall be as provided in chapter 536 RSMo.

9.10 **Fees** – The County Commission has the authority to establish reasonable fees to pay for the costs incurred in carrying out the terms of the Boone County Food Code pursuant to Section 192.300 RSMo. The County Commission may, by separate Commission Order, impose such fees from time to time as it may deem appropriate to administer this program.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

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

NOW ON THIS DAY THE COUNTY COMMISSION OF THE COUNTY OF BOONE DOES HEREBY APPROVE THE ORDER FOR NOTICE STATING:

On the 23rd day of September, 2014, the County Commission for Boone County, Missouri, met in regular session and entered the following order in regard to the Code of Health Regulations for Boone County, Missouri:

IT IS ORDERED THAT the County Clerk of Boone County, Missouri, make available to the public copies of Chapters 1, 2, 3, 4, 5, 6, 7, 8 and the revised Chapter 9 of the Code of Health Regulations for Boone County, Missouri, readopted and/or revised on the 23rd day of September, 2014, by order of this Commission, and that the general public is hereby notified that such regulations as readopted and revised are available for distribution to the public at the office of the County Clerk, Boone County, Missouri, Boone County Government Center, 801 E. Walnut, Columbia, Missouri 65201.

Insertions: October 2, 2014, October 9, 2014, October 16, 2014

Done this 23rd day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

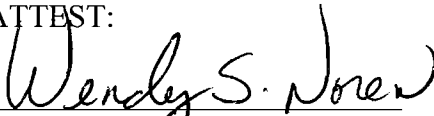
the following, among other proceedings, were had, viz:

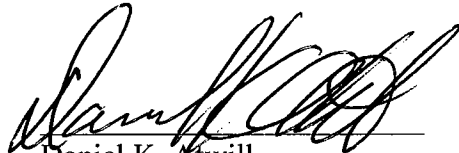
Now on this day the County Commission of the County of Boone does hereby award bid 38-28AUG14 – Rangeline Road Pavement Rehabilitation to APAC-Missouri, Inc. of Columbia, MO.

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

Done this 23rd day of September, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: September 17, 2014
RE: 38-28AUG14 – Rangeline Road Pavement Rehabilitation

38-28AUG14 – Rangeline Road Pavement Rehabilitation opened on August 28, 2014. One bid was received and Resource Management recommends award by low bid to APAC-Missouri, Inc. of Columbia, MO.

The scope of this project entails asphalt paving, cold milling, concrete intersection removal and replacement, concrete curb and gutter removal and replacement, dig out repair, culvert replacement, side opening inlet, concrete flumes, rip rap (rock or other material used to armor shorelines, streambeds, bridge abutments, pilings and other shoreline structures against scour, water or ice erosion) and restoration on Rangeline Road. Cost of the contract is \$336,548.05 and will be paid from department 2041 – Infrastructure Preservation/Rehab, account 71202 – Road and Bridge Fund. \$289,800.00 was estimated for this project.

cc: Jeff McCann, Resource Management
Derin Campbell, Resource Management
Bid File

ATT: Bid Tabulation

**38-28AUG14 - RANGELINE ROAD PAVEMENT
REHABILITATION**

Description		Qty.	Unit	Unit Price	Total	Unit Price	Total
MOBILIZATION		1	LS	\$12,000.00	\$12,000.00	\$12,325.00	\$12,325.00
CONSTRUCTION STAKING		1	LS	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00
COMPACTION TESTING		1	LS	\$1,000.00	\$1,000.00	\$750.00	\$750.00
CONCRETE TESTING		1	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00
TRAFFIC CONTROL		1	LS	\$5,000.00	\$5,000.00	\$10,700.00	\$10,700.00
EROSION CONTROL		1	LS	\$1,500.00	\$1,500.00	\$3,080.00	\$3,080.00
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)		1	LS	\$3,000.00	\$3,000.00	\$6,375.00	\$6,375.00
REMOVALS		1	LS	\$5,000.00	\$5,000.00	\$9,795.00	\$9,795.00
GRADING		1	LS	\$5,000.00	\$5,000.00	\$8,040.00	\$8,040.00
COLD MILLING		7.051	SY	\$5.00	\$35.255	\$5.65	\$39.638.15
DIG OUT REPAIR		300	SY	\$60.00	\$18,000.00	\$92.50	\$18,750.00
DIG OUT REPAIR-EXTRA DEPTH		20	CY	\$70.00	\$1,400.00	\$92.50	\$1,750.00
DIG OUT REPAIR-PASTY		5	HR	\$350.00	\$1,750.00	\$200.00	\$1,000.00
18" RCP CULVERT		78	LF	\$60.00	\$4,680.00	\$63.00	\$4,914.00
18" RCP F.E.S.		1	EA	\$600.00	\$600.00	\$1,050.00	\$1,050.00
36" RCP ARCH CULVERT		44	LF	\$100.00	\$4,400.00	\$250.00	\$11,000.00
3'x3' SIDE OPENING INLET		1	EA	\$2,500.00	\$2,500.00	\$1,260.00	\$1,260.00
5' WIDE CONCRETE FLUME		76	LF	\$60.00	\$4,560.00	\$73.60	\$5,593.60
30" WIDE CONCRETE CURB & GUTTER		60	LF	\$55.00	\$3,300.00	\$92.50	\$5,550.00
CONCRETE ROADWAY PATCH FOR CULVERT REPLACEMENT		27	SY	\$75.00	\$2,025.00	\$114.00	\$3,078.00
4" THICK TYPE I ROLLED STONE BASE		682	SY	\$7.00	\$4,774.00	\$15.50	\$10,643.80
7" THICK CONCRETE STREET W/INTEGRAL CURBS		642	SY	\$85.00	\$54,570.00	\$78.20	\$50,204.40
4" THICK BP-2 ASPHALT		1,557	TN	\$73.00	\$113,661.00	\$62.20	\$127,985.40
TYPE 3 (6"x12") ROCK BLANKET W/FILTER FABRIC (1.5" THICK)		11	SY	\$75.00	\$825.00	\$78.70	\$865.70
Bid Total					\$289,600.00		\$336,548.05
Bid Response							Y
Work Authorization Certification							Y
Statement of Bidders Qualifications							Y
Anti-Collusion Statement							Y
Bid Bond							Y
Signature and Identity of Bidder							Y
Bidders Acknowledgment							Y

8/29/14

REQUEST DATE



To: County Clerk's Office
Comm Order # 445-2014

Please return purchase req with bac up to Auditor's Office.

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

7490
VENDOR NO.

APAC MO, Inc
VENDOR NAME

38-28AUG14
BID NUMBER

Ship to Department # 2041

Bill to Department # 2041

Department	Account	Item Description	Qty	Unit Price	Amount
2041	71202	Rangeline Rd Pavement			\$336,548.05
		Rehabilitation			
2041	71202	10% Contingency			\$33,654.81

GRAND TOTAL: 370,202.86

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

[Signature]
Approving Official

Prepared By _____

cg 9/18/14
Auditor Approval

445-2014

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **APAC-Missouri, Inc.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 38-28AUG14
RANGELINE ROAD PAVEMENT REHABILITATION
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$336,548.05.**

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.

Notice to Bidders
Bid Form
Instructions to Bidders
Bid Response
Certification Regarding Debarment
Work Authorization Certification
Statement of Bidders Qualifications
Anti-Collusion Statement
Signature and Identity of Bidder
Bidders Acknowledgment
Insurance Requirements
Contract Conditions
Sample Contract Agreement
Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
Affidavit - OSHA Requirements
Affidavit - Prevailing Wage
General Specifications
Technical Specifications
Special Provisions / Project Notes
State Wage Rates-Annual Wage Order #21
Boone County Standard Terms and Conditions
Project Plans and/or Details

445-2014

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth 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 Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

445-2014

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

445-2014

The Owner agrees to pay the Contractor in the amount: **\$336,548.05.**

Three Hundred Thirty Six Thousand, Five Hundred Forty Eight Dollars and Five Cents (\$336,548.05)

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

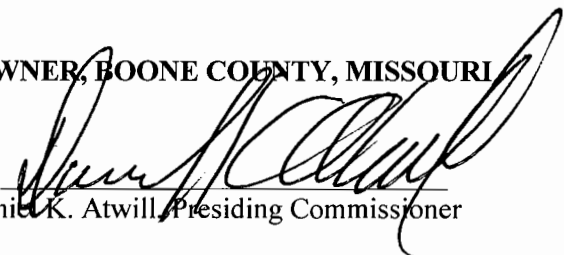
9-23-14 at Columbia, Missouri.

(Date)

CONTRACTOR:
APAC-MISSOURI, INC.

OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature

By: 
Daniel K. Atwill, Presiding Commissioner

By: Shawn A Riley
Authorized Representative Printed Name
Title: Vice President

Approved as to Legal Form:

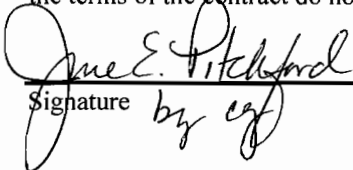

CJ Dykhouse
Boone County Counselor

ATTEST:


Wendy Noren, County Clerk *my*

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.)


Signature by *ef*

9/18/14
Date

2041/71202 - \$336,548.05

Appropriation Account

BID FORM
RANGELINE ROAD PAVEMENT REHABILITATION

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$ 12,325 ⁰⁰	\$ 12,325 ⁰⁰
CONSTRUCTION STAKING	1	LS	\$ 1,800 ⁰⁰	\$ 1,800 ⁰⁰
COMPACTION TESTING	1	LS	\$ 750 ⁰⁰	\$ 750 ⁰⁰
CONCRETE TESTING	1	LS	\$ 500 ⁰⁰	\$ 500 ⁰⁰
TRAFFIC CONTROL	1	LS	\$ 10,700 ⁰⁰	\$ 10,700 ⁰⁰
EROSION CONTROL	1	LS	\$ 3,080 ⁰⁰	\$ 3,080 ⁰⁰
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$ 6,375 ⁰⁰	\$ 6,375 ⁰⁰
REMOVALS	1	LS	\$ 9,795 ⁰⁰	\$ 9,795 ⁰⁰
GRADING	1	LS	\$ 8,040 ⁰⁰	\$ 8,040 ⁰⁰
COLD MILLING	7,051	SY	\$ 5.65	\$ 39,838 ¹⁵
DIG OUT REPAIR	300	SY	\$ 62.50	\$ 18,750 ⁰⁰
DIG OUT REPAIR-EXTRA DEPTH	20	CY	\$ 62.50	\$ 1,250 ⁰⁰
DIG OUT REPAIR-HASTY	5	HR	\$ 200 ⁰⁰	\$ 1,000 ⁰⁰
18" RCP.CULVERT	78	LF	\$ 63.00	\$ 4,914 ⁰⁰
18" RCP F.E.S.	1	EA	\$ 1,050	\$ 1,050 ⁰⁰
36" RCP ARCH CULVERT	44	LF	\$ 250	\$ 11,000 ⁰⁰
3'x3' SIDE OPENING INLET	1	EA	\$ 1,260 ⁰⁰	\$ 1,260 ⁰⁰

**BID FORM
RANGELINE ROAD PAVEMENT REHABILITATION**

Description	Qty.	Unit	Unit Price	Total
5' WIDE CONCRETE FLUME	76	LF	\$ 73.60	\$ 5,593 ⁶⁰
30" WIDE CONCRETE CURB & GUTTER	60	LF	\$ 92.50	\$ 5,550 ⁰⁰
CONCRETE ROADWAY PATCH FOR CULVERT REPLACEMENT	27	SY	\$ 114 ⁰⁰	\$ 3,078 ⁰⁰
4" THICK TYPE I ROLLED STONE BASE	682	SY	\$ 15.90	\$ 10,843 ⁸⁰
7" THICK CONCRETE STREET W/INTEGRAL CURBS	642	SY	\$ 78.20	\$ 50,204 ⁴⁰
4" THICK BP-2 ASPHALT	1557	TN	\$ 82.20	\$ 127,985 ⁴⁰
TYPE 3 (6"x12") ROCK BLANKET W/FILTER FABRIC (1.5' THICK)	11	SY	\$ 78.70	\$ 865 ⁷⁰
Bid Total				\$ 336,548⁰⁵

PROJECT DEDUCTIONS

Enter deduct amount for the items listed below the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

Item	Deduct From Bid Items	Unit Price Deduct
R.A.P.	4" THICK BP-2 ASPHALT	\$ 2 ⁰⁰

******* OPTION - MODOT ASPHALT PRICE INDEX *******

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS.

Acceptance by:  Date: 8-28-14

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 error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE 8/21/14 ADDENDUM NUMBER 1

COMPANY NAME: APAC - Missouri, Inc

ADDRESS: 1591 Prathersville Rd.

CITY, STATE, ZIP Columbia, MO 65202

PHONE NUMBER: 573-449-0886

AUTHORIZED REPRESENTATIVE: Don Nelson

TITLE: Senior Estimator

SIGNATURE: 

Prompt Payment Terms: Net 30

Will you accept automated clearinghouse (ACH) for payment of invoices? YES

List all Sub-Contractors planned to be utilized on this project.

• Schrimpf

• Q.T.C.

• Crockett Eng.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2014

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 J34420...EX-14-15	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED APAC-MISSOURI, INC. PO BOX 1117 COLUMBIA, MO 65205-1117	INSURER A: American Guarantee & Liability Ins Co NAIC # 26247	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** ATL-003298174-01 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			AUC655102505	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

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

RE: RANGELINE RD PVMT REHAB
BOONE COUNTY IS INCLUDED AS ADDITIONAL INSURED(S) PER WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

BOONE COUNTY
 613E ASH, RM 109
 COLUMBIA, MO 65201

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC Missouri, Inc.
P.O. Box 1117
Columbia, MO 65205

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION	9/1/2015	WA7-C8D-004095-024 WC7-C81-004095-014	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTIC STATES AND NY WI	EMPLOYERS LIABILITY
				Bodily Injury by Accident \$1,000,000 Each Accident
				Bodily Injury By Disease \$1,000,000 Policy Limit
				Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2015	TB2-C81-004095-114 -Per Project Aggregate included.	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$2,000,000
			Personal & Advertising Injury	\$2,000,000 Per Person / Organization
			Other Fire Damage-\$100,000	Other Medical Exp-\$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2015	AS2-C81-004095-124 Comp Ded \$10,000 Coll Ded \$10,000		\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
OTHER				
ADDITIONAL COMMENTS 602234 - Rangeline Road Pavement Rehabilitation Boone County named as additional insured.				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

Boone County
613 E. Ash, Rm 109
Columbia, MO 65201

Stanley S. Esposito, Jr.

Stan Esposito

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 **9-16-2014**
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a Corporation, organized under the laws of the State of INDIANA
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 THREE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED FORTY EIGHT AND 05/100 (\$336,548.05) Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns jointly and severally, firmly by these presents:

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

**BID NUMBER 38-28AUG14
RANGELINE ROAD PAVEMENT REHABILITATION
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 COLUMBIA, MO & SALT LAKE CITY, UT, on this 9TH day of SEPTEMBER, 2014.

APAC - MISSOURI, INC.

(Contractor)

(SEAL)

BY: [Signature]

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: [Signature]
(Attorney-In-Fact) TINA DAVIS

BY: [Signature]
(Missouri Representative) TINA DAVIS
MO LICENSE #PR353789

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

Surety Contact Name: TINA DAVIS
Phone Number: 801-533-3624
Address: 15 W. SOUTH TEMPLE, STE. 700
SALT LAKE CITY, UT 84101

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of INDIANA, 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

THREE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED FORTY EIGHT AND 06/100 DOLLARS

(\$ 336,548.05), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for

**BID NUMBER 38-28AUG14
RANGELINE ROAD PAVEMENT REHABILITATION
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 COLUMBIA, MO & SALT LAKE CITY, UT on this 9TH day of SEPTEMBER 2014.

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY: 

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: 

(Attorney-In-Fact) TINA DAVIS

BY: 

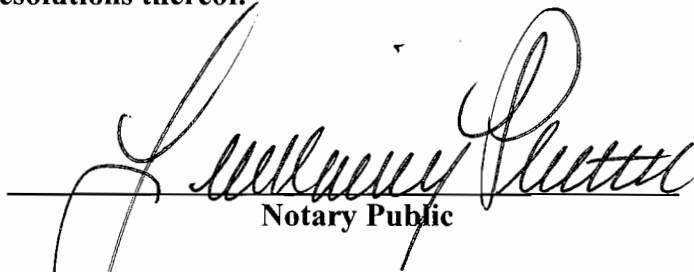
(Missouri Representative) TINA DAVIS
MO LICENSE #PR353789

(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)

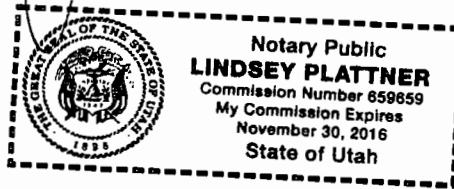
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 9TH day of SEPTEMBER, 2014, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall and Lindsey Plattner of Salt Lake City, Utah

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of July, 2014.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 16th day of July, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **SEPTEMBER 9, 2014**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto
BOONE COUNTY COMMISSION
801 E WALNUT, ROOM 315
COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID
Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RANGELINE ROAD PAVEMENT REHABILITATION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee 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.

Signed and sealed this 28 day of AUGUST, 2014.

Shelly L. Sande
(Witness)

APAC-MISSOURI, INC.

{ Shawn A. Riley (Principal) (Seal)
Shawn A Riley (Title) V.P.

Shelly L. Sande
(Witness)

FEDERAL INSURANCE COMPANY

{ Bryan J. Pope (Surety) (Seal)
Bryan J Pope (Title) OPERATIONS MANAGER Attorney-In-Fact

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF BOONE } **SS**

On this 28 day of AUGUST, 2014, before me personally came BRYAN J POPE to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Shelly R Sanders

Notary Public

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 12, 2017
Commission #13791890



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **David B. Anderson, Jeremy Bexten, Michael J. Eshleman, Doug Fronick, David J. Guillaume, Conrad E. Hake, Josh Kincaid, John A. Pasley, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**-----each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **19th day of March, 2014.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **19th day of March, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014**

Katherine J. Adelaar

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

28th Day of August, 2014



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Rangeline Road Pavement Rehabilitation

Project No.: 38-28 Aug 14

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 for the purpose of comparing bids and awarding 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 Notice to Bidders 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 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 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

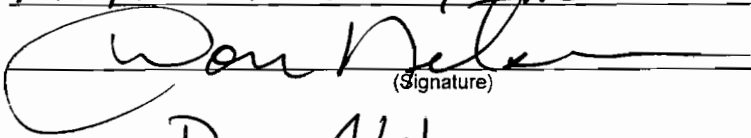
The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

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 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 Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: APAC-Missouri, Inc
By: 
(Signature)
Dan Nelson
(Print or Type Name)
Title: Senior Estimator
Address: 1591 Prathersville Rd
City, State, Zip: Columbia, MO 65202
Phone: 573-449-0886
Fax: 573-449-2980
Date: 8/28/14

(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 to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Don Nelson Senior Estimator
Name and Title of Authorized Representative

Don Nelson 8/28/14
Signature Date

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

County of Boone)
State of MO)ss
)

My name is Dan Nelson

I am an authorized agent of APAC-Missouri, Inc (Bidder).

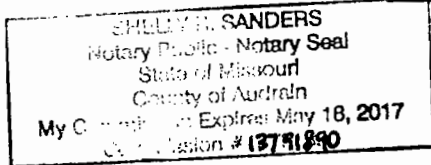
This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached 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.

[Signature] 8-28-14
Affiant Date

Dan NELSON
Printed Name

Subscribed and sworn to before me this 28 day of August, 2014.



[Signature]
Notary Public

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

An Affirmative Action/Equal Opportunity Institution



Company ID Number 190916

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



© 2009 E-Verify. All rights reserved. E-Verify is a registered trademark of E-Verify, Inc. All other trademarks are the property of their respective owners.

Company ID Number 190916

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

Employer APAC-Missouri, Inc.

Shawn Riley

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

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 citizen or permanent resident need not comply.

- _____ 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) 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.

Applicant

Date

Printed Name

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

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:

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: SEE ATTACHED
2. Business Address: SHEETS
3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____
12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways. In 2006, Oldcastle Materials Inc. purchased the APAC companies, and we have continued to provide these services and expanded out markets.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc. We have been engaged in business under this firm ever since.

Federal Tax ID#: 61-1320131

Percent (%) of work done by own staff:

80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the Owner a "One-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts:

Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of current and recently completed projects:

- Ameren UE Power Plant – Asphalt Work \$250,000
- Lowe's Columbia – Milling, Base rock and Asphalt Overlay - \$350,000
- Rte I-70 Boone – Asphalt Paving \$6,000,000
- Rte 740 Boone – Asphalt Paving \$1,900,000
- Rte 52 Benton, Morgan – Asphalt Paving \$6,300,000
- City of Brookfield – Asphalt and Milling \$250,000
- City of Columbia – Asphalt and Milling \$300,000
- City of Paris – Asphalt Work \$450,000
- City of Macon – Asphalt Work \$200,000
- City of Moberly 2014 – Asphalt Work \$250,000
- Boone County – Asphalt Work \$1,100,000

5/6/14

List of current and recently completed projects continued:

Hallsville R-IV Schools – New Parking Lot and Drives \$180,000
Rte 7 Cass Co. – Asphalt Paving \$11,600,000
Rte 65 Benton – Milling, Asphalt Paving & Adding Shoulders \$5,200,000
Rte 7 Benton / Henry – Adding Shoulder & Asphalt Paving \$6,500,000
I-70 Callaway – Milling & Asphalt Paving \$2,400,000
Rte 63 Boone County – Milling, Asphalt Paving & Bridge Rehab \$8,500,000
Rte 29/35 – 4 Bridge Redecks \$4,000,000
Rte 63 Boone County – 10 Bridge Rehabs & Latex Concrete Overlays \$3,000,000
Rte 92 Platte – New Bridge Construction, Grading & Asphalt Paving \$4,000,000
Rte V Livingston – New Bridge, Grading & Asphalt Paving \$2,000,000
Rte S Laclede County – 2 New Bridges, Grading & Asphalt Paving \$3,000,000
Joe Machens Toyota 2013 – Asphalt Paving \$6,000,000
City of Moberly 2014 – Milling and Asphalt Paving \$200,000
City of Fayette 2013 – Milling and Asphalt Paving \$150,000
Northeast Elementary School 2014 – Asphalt Paving \$250,000
City of Salisbury 2014 – Milling \$69,000
Cooper County 2013 – Asphalt Paving \$157,000
North Central MO Airport 2013 – Asphalt Paving \$100,000
Callaway County 2013 – Milling & Asphalt Paving \$150,000
City of Centralia 2014 – Asphalt Paving \$150,000

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Don Nelson, being first duly sworn, deposes and

says that he is Senior Estimator
(Title of Person Signing)

of APAC Missouri, Inc.
(Name of Bidder)

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

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

By *Don Nelson*

By _____

By _____

Sworn to before me this 28 day of August, 20 14

Shelly R Sanders
Notary Public

My Commission Expires 5-18-17

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated _____, 20____
 Name of individual, all partners, or joint venturers:

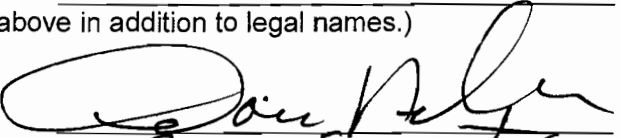
Address of each:

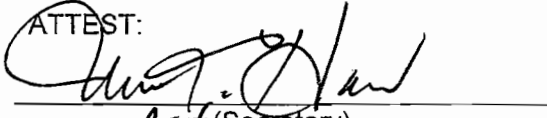
doing business under the name of:

Address of principal place of business in Missouri:

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

✓ APAC-MO. INC
 (If a corporation - show its name above)


 Senior Estimator

ATTEST:

 Asst. (Secretary)

Senior Estimator
 (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 28 day of August, 20 14

before me appeared Don Nelson to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

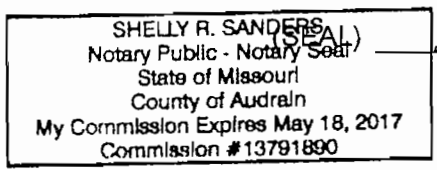
(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the Senior Estimator
~~President~~ or other agent
SENIOR ESTIMATOR

of APAC Missouri, Inc.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Columbia, Missouri the day and year first above written.



Shelly R Sanders Notary Public

My Commission expires 5-18, 20 17.

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

APAC-MISSOURI, INC.

using in Missouri the name

**APAC-MISSOURI, INC.
F00451487**

a DELAWARE entity was created under the laws of this State on the 28th day of January, 1998, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 26th day of August, 2011

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State



Robin Carnahan Secretary of State
 2012 ANNUAL REGISTRATION REPORT
 BUSINESS

File Number: 201301080747

F00451487

Date Filed: 01/10/2013

Robin Carnahan
 Secretary of State

REPORT DUE BY **01/31/2013**

F00451487
 APAC-MISSOURI, INC.
 C T CORPORATION SYSTEM
 120 South Central Avenue
 Clayton, MO 63105

RENEWAL MONTH
October
 I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO _____ FOR A \$25.00 FEE

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:
1591-A East Prathersville Road (Required)
 STREET
Columbia, MO 65202
 CITY/STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent
IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address
Must be a Missouri address. PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS		BOARD OF DIRECTORS	
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE) (MUST LIST PRESIDENT AND SECRETARY BELOW) A		NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE) (MUST LIST AT LEAST ONE DIRECTOR BELOW) B	
PRES	David J. Guillaume (Required) STREET RT 375 Northridge Road, Suite 350 CITY STATE ZIP Atlanta, GA 30350	NAME	Robert K. Randolph (Required) STREET RT 375 Northridge Road Suite 350 CITY STATE ZIP Atlanta, GA 30350
V-PRES	David B. Anderson STREET RT 375 Northridge Road, Suite 350 CITY STATE ZIP Atlanta, GA 30350	NAME	John W. Parson STREET RT 375 Northridge Road Suite 350 CITY STATE ZIP Atlanta, GA 30350
SECY	Mike Marshall (Required) STREET RT 375 Northridge Road, Suite 350 CITY STATE ZIP Atlanta, GA 30350	NAME	_____ STREET RT _____ CITY STATE ZIP _____
TREAS	Charlie Brown STREET RT 375 Northridge Road, Suite 350 CITY STATE ZIP Atlanta, GA 30350	NAME	_____ STREET RT _____ CITY STATE ZIP _____

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable

4 Authorized party or officer sign here **Mandy Hendricks** (Required)

Please print name and title of signer: **Mandy Hendricks** / **POA**

NAME TITLE

REGISTRATION REPORT FEE IS
 \$20.00 If filed on or before 1/31
 \$35.00 If filed on or before 2/28
 \$50.00 If filed on or before 3/31
 \$65.00 If filed on or before 4/30
ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL) _____

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
 MAKE CHECK PAYABLE TO DIRECTOR OF REVENUE
 RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 1366, Jefferson City, MO 65112



9617B1S1007



RANGELINE ROAD PAVEMENT REHABILITATION

Project Number: N/A

Bid Number: 38-28AUG14

CONSTRUCTION BID REQUEST

Contract Documents,
General Specifications,
Technical Specifications, and
Special Provisions

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner

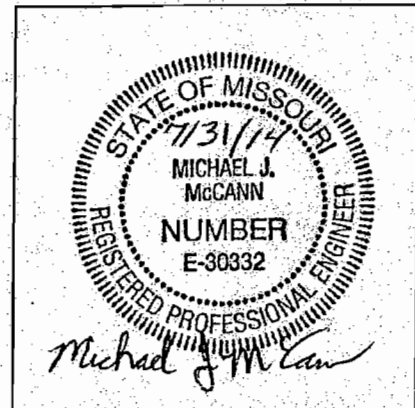
ENGINEER OF RECORD

BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawver, Director
Derin Campbell, P.E., Chief Engineer

*PROJECT MANAGER

Jeff McCann
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: (573) 886-4480
Fax: (573) 886-4340
E-mail: jmccann@boonecountymo.org



Michael J. McCann
Professional Engineer
MO Lic. # E-030332

BOONE COUNTY PURCHASING

Amy Robbins, Senior Buyer
613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: arobbins@boonecountymo.org

Boone County Resource Mgmt.
MO Engineering Corp. # N/A
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: 573-886-4480
Fax: 573-886-4340

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER.**

INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form	2.1-2.3
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form	4.3
Work Authorization Certification	4.4-4.5
Individual Bidder Certification	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder	7.1
Bidder's Acknowledgement	8.1
Insurance Requirements	9.1- 9.2
Contract Conditions.....	10.1-10.6
Sample Contract Agreement	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements.....	14.1
Affidavit-Prevailing Wage	15.1
General Specifications	GS.1-GS.8
Technical Specifications	TS.1-TS.40
Special Provisions	SP.1-SP.8
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions	APPENDIX B
Project Plans and/or Details	APPENDIX C

***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

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NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

RANGELINE ROAD PAVEMENT REHABILITATION

Project Number:

N/A

Bid Number:

38-28AUG14

Scope of Project Construction:

Asphalt paving, cold milling, concrete intersection removal and replacement, concrete curb and gutter removal and replacement, dig out repair, culvert replacement, side opening inlet, concrete flumes, rip rap and restoration.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **Tuesday, August 19, 2014 at 10:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on Monday, August 25, 2014. Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. on Thursday, August 28, 2014** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on Thursday, August 28, 2014** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

20 Working Days

Liquidated Damages:

\$500 per Calendar Day

Anticipated Notice To Proceed Date:

On or about September 22, 2014. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting. **THE LATEST START DATE ALLOWED WILL BE OCTOBER 6, 2014.**

Seeding and Erosion Control Performance Bond Amount:

None Required.

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$35.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

**Boone County Roadway
Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard
Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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BID FORM
RANGELINE ROAD PAVEMENT REHABILITATION

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
COMPACTION TESTING	1	LS	\$	\$
CONCRETE TESTING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
EROSION CONTROL	1	LS	\$	\$
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
GRADING	1	LS	\$	\$
COLD MILLING	7,051	SY	\$	\$
DIG OUT REPAIR	300	SY	\$	\$
DIG OUT REPAIR-EXTRA DEPTH	20	CY	\$	\$
DIG OUT REPAIR-HASTY	5	HR	\$	\$
18" RCP CULVERT	78	LF	\$	\$
18" RCP F.E.S.	1	EA	\$	\$
36" RCP ARCH CULVERT	44	LF	\$	\$
3'x3' SIDE OPENING INLET	1	EA	\$	\$

**BID FORM
RANGELINE ROAD PAVEMENT REHABILITATION**

Description	Qty.	Unit	Unit Price	Total
5' WIDE CONCRETE FLUME	76	LF	\$	\$
30" WIDE CONCRETE CURB & GUTTER	60	LF	\$	\$
CONCRETE ROADWAY PATCH FOR CULVERT REPLACEMENT	27	SY	\$	\$
4" THICK TYPE I ROLLED STONE BASE	682	SY	\$	\$
7" THICK CONCRETE STREET W/INTEGRAL CURBS	642	SY	\$	\$
4" THICK BP-2 ASPHALT	1557	TN	\$	\$
TYPE 3 (6"x12") ROCK BLANKET W/FILTER FABRIC (1.5' THICK)	11	SY	\$	\$
Bid Total				\$

PROJECT DEDUCTIONS

Enter deduct amount for the items listed below the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

Item	Deduct From Bid Items	Unit Price Deduct
R.A.P.	4" THICK BP-2 ASPHALT	\$

******* OPTION - MODOT ASPHALT PRICE INDEX *******

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS.

Acceptance by: _____ Date: _____

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 error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices? _____

List all Sub-Contractors planned to be utilized on this project.

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INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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 for the purpose of comparing bids and awarding 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 Notice to Bidders 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 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 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 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 Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

(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 to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

An Affirmative Action/Equal Opportunity Institution

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 citizen or permanent resident need not comply.

- _____ 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) 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.

Applicant

Date

Printed Name

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

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:

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STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

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SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () joint venture
() corporation, incorporated under laws of the state of _____

Dated _____, 20 ____
Name of individual, all partners, or joint
venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(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.

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BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

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INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be 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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employer's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employer's Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL 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; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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.

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Resource Management Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Maintenance Requirements

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control. During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (hereinafter referred to as the Contractor).

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

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

Project Name: _____

Project No.: _____

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

The following Contract documents and all addenda (if applicable), 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.

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Work Authorization Certification,
6. Statement of Bidder's Qualifications,
7. Anti-Collusion Statement,
8. Signature and Identity of Bidder,
9. Bidder's Acknowledgment,
10. Insurance Requirements,
11. Contract Conditions,
12. Contract Agreement,
13. Performance Bond,
14. Labor and Material Payment Bond,
15. Affidavit-OSHA Requirements,
16. Affidavit-Prevailing Wage,
17. General Specifications,
18. Technical Specifications,
19. Special Provisions,
20. State Prevailing Wage Rates,
21. Boone County Standard Terms and Conditions
22. Notice to Proceed,
23. Boone County Roadway Regulations Chapter II,
24. MoDOT Standard Specifications, and
25. Plans.

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 in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. 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.

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 Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

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 proposal or such additional time as may be allowed by the Engineer under the Contract.

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

\$ _____
as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
_____ at Columbia, Missouri.

(Date)

ATTEST:

Wendy Noren, County Clerk

OWNER:
BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

CONTRACTOR:

ATTEST:

Secretary

By:

Authorized Representative (Signature)

By:

Authorized Representative (Print or Type Name)

Title:

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
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 _____ 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:

Project Name: _____

Project No.: _____

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, 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.

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

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of _____)
State of _____) ss

My name is _____ . I am an authorized agent of _____
_____ (Company). I am aware of the requirements for OSHA training set out in
§292.675 Revised Statutes of Missouri for those working on public works. All requirements of said
statute have been fully satisfied and there has been no exception to the full and complete compliance
with said provisions relating to the required OSHA training for all those who performed services on this
public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

Affiant Date

Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

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

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AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

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GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

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.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

A. Owner: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

B. Commission: Shall mean the Boone County Commission.

C. Engineer: Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

9.13.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

11.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

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

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

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

- 1. Missouri Equal Employment Opportunity Notice.
- 2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

- 1. State Wage Rates Notice.
- 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
- 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
- 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
- 5. Notice requesting referral of minorities by present employees.

11.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

SECTION 12 - SPECIFICATIONS AND PLANS

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

SECTION 13 - PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications** and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. 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** shall govern the work.

TABLE OF CONTENTS

DIVISION 1 – GENERAL REQUIREMENTS

Section 01010	Summary of Work	TS.2-TS.3
Section 01320	Submittals	TS.4-TS.6
Section 01412	Stormwater Pollution Prevention Plan Compliance.....	TS.7
Section 01450	Quality Control and Testing	TS.8
Section 01500	Temporary Facilities and Controls.....	TS.9
Section 01550	Temporary Traffic Control	TS.10
Section 01570	Erosion Control	TS.11-TS.13
Section 01590	Restoration.....	TS.14-TS.17
Section 01600	Product Requirements	TS.18
Section 01720	Construction Staking	TS.19
Section 01780	Project Closeout.....	TS.20-TS.21

DIVISION 2 – SITE CONSTRUCTION

Section 02220	Removals	TS.22
Section 02230	Site Clearing and Grubbing	TS.23
Section 02300	Excavation and Embankment.....	TS.24-TS.25
Section 02335	Subgrade	TS.26
Section 02337	Dig Out Repair	TS.27
Section 02370	Rock Blanket.....	TS.28
Section 02630	Storm Drainage.....	TS.29-TS.30
Section 02720	Aggregate	TS.31
Section 02739	Prime/Tack Coats	TS.32
Section 02740	Asphaltic Concrete Paving	TS.33
Section 02741	Paving Fabric	TS.34-TS.36
Section 02750	Portland Cement Concrete Paving	TS.37
Section 02770	Concrete Curb and Gutter.....	TS.38
Section 02773	Concrete Driveway	TS.39
Section 02775	Concrete Sidewalk	TS.40

SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 - 1. The Contractor shall coordinate all activities on the project;
 - 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 - 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100** of the **Boone County Roadway Regulations Chapter II**.

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on **6.5' width**
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed, The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

3.2 LIME

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

3.3 FERTILIZER

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed $\frac{1}{4}$ to $\frac{1}{2}$ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type 1 Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 1. The County agrees the entire work is complete.
 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 1. The County agrees the entire work is complete.
 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

1.2 SITE COMPACTION TESTING

- A. ***All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.***
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
 1. Errors are found in the original quantity or surface elevations shown on the Plans;
 2. An authorized change is made to the typical section or grade; or
 3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1-1/2" minus aggregate in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740 of these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" and compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 8" of Type 2, 1-1/2" minus aggregate in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in two (2) 4" lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of compacted Bituminous Base on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.
- F. Place temporary 4" lift of compacted Type 2, 1-1/2" minus aggregate if dig out repair is done prior to the cold milling operation. Finish shall be flush with existing road surface and have a smooth ride.

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

Except:

- 1. ***Aluminized corrugated metal pipes are allowed.***
 - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
 - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
 - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
 - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Surface Aggregate shall meet standard local quarry's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

PART 2 – PRODUCTS

2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.
- B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.
- C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02741 – PAVING FABRIC

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The contractor is responsible for installation of GlasPave25™, manufactured by Saint-Gobain Technical Fabrics or approved equal paving fabric, as indicated on the project plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The paving mat shall be paid for in accordance with these plans and specifications. The unit of measurement shall be paid for at the contract unit price per square yard installed in place. Overlaps in the paving mat will not be measured and included in the payment quantities.
- B. The accepted quantities subject to payment shall be paid for on the basis of furnishing all labor, materials (including asphalt tack coat), tools, equipment, and incidentals for performing the required work involved in furnishing and placing the mat, complete.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. GlasPave25™ is a combination of fiberglass mesh embedded into high performance polyester mats.

1. Physical Properties

Property	Test Method	Units	Type I
Mass per Unit Area	ASTM D5261	grams/m ² (oz/yd ²)	135.6 (4.0)
Wide Width Tensile Strength, MD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Tensile Strength, CD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Elongation, MD	ASTM D4595.86	%	< 5.0
Melting Point	ASTM D276	°C (°F)	>232 (>450)
Asphalt Retention	Tex-616-J	liters/ m ² (gal/yd ²)	0.453 (0.10)
Shrinkage	Tex-616-J	%	0

- B. Tack Coats – Type AC-20 or PG64-22 shall be used. When ambient temperatures are above 90°F, the use of AC-30 or PG70-10 is recommended.
1. Application Rate – Optimum application rate is 0.15 gal/sq. yd. This rate can vary +/- 0.05 gal/sq. yd. depending on the condition of the existing surface. Tack coat coverage shall be across the full width of the paving mat and over any overlaps.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Vacuum or power broom all surfaces prior to spraying a tack coat and installing the paving mat. All surfaces must be free from dirt and loose debris.
- B. All cracks greater than 1/4 in. (6 mm) must be filled with approved crack sealant and all pot holes must be repaired.
- C. If finish or profile milling has been performed, a leveling course is typically not required prior to the placement of the paving mat. This will depend on the smoothness of the surface created during the milling operation and the specific interlayer material being placed. The milling equipment and operation shall have the capability to:
 - 1. Remove asphalt concrete to a minimum depth of 1/4 in. (6 mm).
 - 2. Provide a surface relief (distance between ridges) of no more than 1/4 in. (6 mm).
 - 3. Maintain a 1/4 in. (6 mm) grade tolerance over the surface (transverse and longitudinally).
 - 4. There shall be no more than 1/4 in. (6 mm) vertical height variation between planed and un-planed surfaces at the inside edge of conform and taper mills.
 - 5. If cold planing is performed, a leveling course is required prior to the placement of the paving mat.
 - 6. A leveling course is required over all Portland cement concrete prior to placement of the paving mat.
- D. A hot asphalt cement spray tack coat must be used prior to installing the paving mat. If a chip seal is placed on top of the paving mat, then either asphalt hot spray or emulsions can be used. In not situation shall cut backs or solvent based bitumen be used.
- E. The tack coat shall be applied by a motorized distributor (spreader) that has the capability of adjusting spray rates by 1/10 gal/sq yd. The valves on the distributor bar must fan in an overlap fashion at the recommended application rate.
- F. The recommended application is 0.15 gal/sq yd or 0.70 liters/m².
- G. If the tack coat must be placed by hand, then a spray can or squeegee should be used. This practice is not recommended and should only be considered for unique circumstances.
- H. The paving mat can be placed by tractor or a distributor truck with a fabric applicator attached to the back. A full width broom shall be attached to the applicator to push the paving mat into the tack coat. If the paving mat needs to be placed by hand, then it should be broomed into the hot tack coat. Any wrinkling must be repaired by slitting and lapping in the direction of the paving train.
- I. Asphalt concrete (AC) or chip seal (CS) should be placed the same day. Vehicular traffic shall be kept off the paving mat until the AC or CS is installed.

- J. Surface and ambient temperature during fabric installation shall be warm enough to allow adequate "tack" from the asphalt binder to hold the paving fabric in place. A minimum temperature for application of most asphalt cement binders is approximately 50° F (10° C) and rising.
- K. Overlaps
 - 1. Transverse – minimum 3 in. (75mm), Longitudinal – minimum 2 in. (50 mm)
 - 2. All Transverse overlaps should be "shingled" in the direction of the paving train.
- L. Protection
 - 1. Traffic – Only construction traffic should be allowed to run on the paving mat, and no traffic should be allowed on the tack coat.
 - 2. All paving machines are allowed to run on the paving mat, however, all turns should be made gradually. All normally accepted paving operations, including belly dumps, etc., can be deployed. A nominal 2 in. (50 mm) asphalt overlay, with any location having a minimum compacted thickness of 1 1/2 in. (40 mm), is required. In the event that too much tack coat has been applied to the surface, then small quantities of asphalt concrete can be broadcast on the paving mat. Best practices used on any paving mat may be used on GlasPave25™.
 - 3. Storage – The paving mat should be stored indoors prior to use.

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230 of the Boone County Roadway Regulations Chapter II.**
- B. Reinforcing steel shall conform to **Section 238 of the Boone County Roadway Regulations Chapter II.**
- C. Joint materials shall conform to **Section 231 of the Boone County Roadway Regulations Chapter II.**

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SPECIAL PROVISIONS

MISCELLANEOUS ITEMS

1. **CONCRETE COARSE AGGREGATE:** All course aggregate to be used in concrete street paving, concrete curb and gutter, concrete sidewalk, concrete driveway and concrete flumes shall comply with the 'purity' requirements of Section 1005.2.1 of the Missouri Standard Specifications of Highway Construction, as well as the 'soundness' requirements of Section 1005.2.1.2 (AASHTO T96 and AASHTO T161 Procedure B). Aggregate labeled "State Rock" at the local mix plants should satisfy these said requirements. However, alternate aggregate may be accepted in the mix design only after the Engineer has been presented with and has approved tests showing the alternate aggregate satisfies the purity and soundness requirements.
2. **LIQUIDATED DAMAGES:** MODOT Standard Specification Section 108.8.1.2.a preventing charges for liquidated damages from December 15 to March 15, both dates inclusive, does not apply to this project.
3. **SANITARY/SEPTIC WASTE MANAGEMENT:** Sufficient temporary toilet facilities to serve the number of workers on the site shall be provided. The facilities shall be serviced frequently to maintain a sanitary condition.
4. **CONTROL POINTS AND SURVEY MONUMENTS:** Survey control points, property corners and survey monuments shall be maintained or replaced in accordance with Technical Specification 01720.
5. **TESTING SERVICES:** The contractor shall provide quality control testing. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing and Concrete Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.

Earth Work Testing: Each Layer shall be compacted as per section 02300, includes all embankment, cut compaction and sub base preparation. Field Density and moisture content shall be taken at a minimum of 1 per lift (8" maximum un-compacted thickness) for every 100 S.Y. of roadway. Optimal moisture content shall be determined by AASHTO Method T-99-38, Field density shall be determined in accordance with AASHTO T191, T205, or T238. If a nuclear density method is used, moisture content shall be determined in accordance with AASHTO T239.

Before final completion of the sub-grade, the contractor shall proof roll the final layer as per Section 205 of Boone County Roadway Regulation, Chapter II.

Aggregate: Aggregate roadway shall be constructed as per Section 212 of Boone County Roadway Regulation, Chapter II. Proof rolling shall be witnessed by a Boone County representative. No density testing is required.

Concrete Testing: All Portland cement concrete shall be tested for slump, air entrainment, temperature, and compressive strength.

Slump, Air, and temperature shall be tested on the first 3 loads of concrete per day. Sampling procedures shall follow AASHTO T 141. Slump test shall be in accordance with AASHTO T119, and Air Entrainment shall be tested in accordance with AASHTO T 152. Once three load consecutive loads have been accepted only loads specified by Boone County Resource

Management as questionable must be tested. One additional load must be tested if batching operations shutdown for more than 1 hour. If batching operations are continuous for the day, 1 additional test shall be taken in the afternoon.

Compressive strength test, in accordance with ASTM C1231 and T22, shall be conducted. One test per day, or per 150 S.Y., whichever is larger. Test results of the 7 day and 28 day breaks shall be submitted to Boone County within 24 hours of breaking the cylinders.

6. EROSION CONTROL: It is the contractor's responsibility to insure proper erosion control practices are installed on the project and no silt leaves the construction area. Plan sheets show anticipated minimum controls needed to protect the site from erosion. The sheets do not show additional BMP's that may be needed due to Construction means and methods. As per Section 01412 and the SWPPP the contractor will have the flexibility to modify this plan as needed to account for seasonal weather, construction means and methods, and construction schedule.

Erosion control shall follow Section 01570 of the Technical Specifications. As industry standards and new products are continually coming to market, substitution for products shown in these Project Documents will be allowed as long as they are submitted and approved by Boone County Resource Management before installation. This flexibility does not relieve the contractor of meeting minimum preventative erosion control standards. Appropriate perimeter controls must be installed before beginning grading operations.

Stabilization must be initiated immediately and completed within 7 calendar days where soil disturbing activities have temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Interim BMP's shall be constructed if necessary to establish interim stabilization. Final stabilization of disturbed areas must be initiated immediately and completed within 7 calendar days whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site. Allowances to the 7 calendar day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP.

Erosion Control will be paid for at the contract Lump Sum bid price and shall include installation, maintenance, repair, and removal once permanent erosion control is established.

7. RESTORATION: The separate seeding and erosion control performance bond described in the Maintenance Requirements Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project.

The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area. Restored topsoil thickness shall be uniform and no less than 4 inches thick. Cost for the topsoil shall be included in the Restoration bid item price.

8. ASPHALT JOB MIX FORMULAS: The Job Mix Formulas (JMF) submitted for the asphalt used in this job must be reflective of actual material being used and must be no more than 3 years old at time of submittal, and must meet requirements of Missouri Standard Specifications for Highway Construction, 2011.
9. R.A.P.: R.A.P. may be incorporated into HMA/WMA at a maximum rate of 20%. However, at it's option, Boone County may elect not to use R.A.P. for a particular project.

10. ASPHALT REPORTS: Contractor shall submit to the County, material sampling and testing reports taken at the plant on days in which asphalt products for County projects are being produced.
11. DIG OUT REPAIR - HASTY: This bid item will typically be used in the event of a 'Blow-Up' of existing asphalt pavement during asphalt paving operations. Contractor will remove loose material until stable material is reached. Excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4-inch lifts to match existing cold milled surface elevation. This item will be paid by hours of time spent performing this work, in half hour increments.
12. VIBRATORY SCREED: Contractor is required to use an asphalt paver equipped with a vibratory screed for all asphalt paving work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during asphalt paving operations.
13. TEMPORARY TRANSITIONS: Costs for temporary asphalt transition ramps to accommodate traffic flow at driveways and butt joints on cold milled areas are incidental to the project.

SPECIAL PROVISIONS

ASPHALT CEMENT PRICE INDEX

(Taken from MoDOT Standard Specifications – 2004)

MEASUREMENT AND PAYMENT

109.15 Asphalt Cement Price Index. Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

109.15.1 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items over 100 tons. The percentage of virgin asphalt as shown in the job mix formula, in accordance with Sec 401.4 and Sec 403.4, will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

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

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

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = MONTHLY AVERAGE PRICE AT TIME OF BID

109.15.3. The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

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

END OF SECTION

SPECIAL PROVISIONS

WARM MIX ASPHALT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The use of Warm Mix Asphalt (WMA) will be allowed on this project. No unit price deduction will be requested or given for its use.

The Work consists of the placement of one or more courses of plant produced warm mix asphalt pavement on a prepared base, or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans and/or described details.

Warm Mix Asphalt is a generic term used to describe the reduction in production, paving, and compaction temperatures achieved through the application of one or more of several WMA technologies. Some modifications to Hot Mix Asphalt (HMA) plants may be necessary to accommodate certain WMA technologies.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

WMA pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

Contractor shall be responsible to ensure all work meets specifications. No Exceptions.

PART 2 – PRODUCTS

2.1 MATERIALS

A. WMA may be produced by one or a combination of several technologies involving HMA plant foaming processes and equipment, mineral additives, or chemicals that allow the reduction of mix production temperatures to be within 185° F to 275° F. (Note: The upper temperature range is appropriate for modified asphalt binders and WMA mixtures which include higher percentages of reclaimed asphalt pavement.)

B. Mix Design

1. Develop and submit a job mix formula for each mixture. Each job mix formula must be capable of being produced, placed, and compacted as specified. Apply all mix design requirements for HMA to the development of the WMA mix design.
2. The mix design shall be in conformance with the WMA technology manufacturer's recommendations.
3. R.A.P./R.A.S. may be used in the production of WMA, maximum percentages should be in conformance with WMA technology manufacturer's recommendations.
4. Submit a written job mix formula for review and approval prior to production. This submittal shall include:
 - a. WMA technology and/or WMA additives information
 - b. WMA technology manufacturer's established recommendations for usage.

- c. Maximum percentage of R.A.P./R.A.S. that may be used in mix
- d. WMA technology material safety data sheets (MSDS)
- e. Temperature range for mixing
- f. Temperature range for compacting

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of WMA pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, as well as the following:

A. Equipment

1. Use equipment and WMA technologies capable of producing an asphalt mixture that meet specification requirements and is workable at the minimum placement and compaction temperature desired.
2. Modify the asphalt mixing plant as required by the manufacturer to introduce the WMA technology.

B. Construction

1. It is encouraged, but not required that the contractor produce a test strip using WMA prior to beginning the project. Any deficiencies in the project caused by inexperience with WMA will be corrected at the contractor's expense.
2. Use construction methods as recommended by the WMA technology manufacturer.

END OF SECTION

SPECIAL PROVISIONS

TACK COAT

(Taken from MoDOT Engineering Policy Guide Section 407.1.4)

Application (Sec 407.4.2) If the tack coat is too heavy or too light, an inadequate bond is created and the mat may slip during compaction, which results in shoving and checking. In addition, a slippage failure (cracking) may occur after the pavement has been subjected to traffic. Bleeding may also occur if the tack coat is too heavy.

The tack coat must be uniformly applied to the existing surface at the rate specified in the contract. Generally, the application rate between the existing pavement and the first lift should be in the range of 0.05 to 0.10 gal/yd² *(Residual AC Content). It is strongly recommended to apply a light tack coat between each lift of bituminous pavement. The application rate between lifts should be in the range of 0.02 to 0.05 gal/yd² *(Residual AC Content).

Depending on the condition of the existing surface, the application rate may need to be adjusted from the specified rate. This is acceptable as long as approval is obtained from the RE and the rate is within the applicable range mentioned above. For example, an open textured surface, such as an SP250 mix, requires more tack than a surface that is tight or dense, such as an SP125 mix. A milled surface requires additional tack because of the increased surface area (from the grooves left by the cutting teeth on the milling machine). A dry, aged pavement also requires a heavier tack coat than a newer pavement. These conditions, and any other possibilities, must be considered when a tack coat is applied.

There is no requirement governing the overlap of a tack coat. However, the best results are generally obtained with a double or triple lap. Therefore, the height of the spray bar on the distributor should be adjusted accordingly.

The tack coat must be allowed to break (cure) prior to spreading mix. Shortly after the tack coat has been applied, its color will change from brown to black as the water in the emulsion begins to evaporate. The emulsion also becomes "tacky" to the touch. The amount of time it takes for the tack coat to break depends on the type and grade of emulsion used, the application rate, the temperature of the existing surface, and the environmental conditions. The tack coat is said to have "set" once all of the water in the emulsion has evaporated. Typically, an emulsion sets in 1 to 2 hours.

If there is reason to believe that the tack coat is being diluted with a material other than water or that the dilution rate is other than what has been reported, a sample should be taken and shipped to the Central Laboratory.

Tack (Sec 407.4.2.1) It is extremely important that the tack coat remains on the existing surface in order to create an adequate bond between the existing surface and the mat. Usually, tack is only applied within the length of the lane drop. The tack coat should be allowed to set before it is subjected to construction traffic. Otherwise, the vehicle tires will pick up the tack. At the very least, the amount of construction traffic, including haul trucks, should be minimized.

The tacked surface should be covered with mix the same day. If this is not possible because of equipment problems (plant or paver breakdowns), sand must be lightly distributed over the tacked surface before opening to traffic. This will "blot" the tack, preventing it from being picked up by the traffic, and provide friction to the surface. When paving resumes, the excess sand must be removed before the mix is spread.

Purpose (Sec 407.3.1) The purpose of the tack coat is to improve the bond between the existing surface and the roadway pavement. A tack coat shall be applied to provide a bond between old and new wearing courses. The best results occur when the tack is applied to a dry and clean surface, free of loose material.

Application Rates (Section 407.3.2) The application rate will vary from 0.03 to 0.15 gal/yd² *(*Residual AC Content*), depending on the condition of the old pavement surface. The pavement course surface should be evaluated to determine the amount of tack to be applied. A viscous material should be used because very little penetration of the asphaltic oil into the pavement surface is expected. The tack coat should be allowed to become tacky or sticky before the surface course is laid. Emulsions are recommended for tacking on heavily traveled routes. Too much tack can create a slippage plane between the old pavement and the new pavement overlay as the tack coat acts as a lubricant instead of an adhesive. Also too much tack could result in bleeding of the tack through to the new overlay surface, which can produce a slick pavement condition. After application of the tack, time must be allowed for the tack to break. Breaking is the phenomenon when the asphalt and water in the emulsion separate, beginning the curing process (brown to black color). Traffic should be kept off the tacked area.

Products (Section 407.3.3) Asphalt emulsions commonly used for tack coats are diluted SS-1, SS-1h, SCC-1 and CSS-1h. Refer to Standard Specification Section 407 for additional information regarding tack coats.

Tack coat is incidental to asphalt paving unless noted otherwise.

* *Added for clarification*

END OF SECTION

APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

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

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$31.66	55	60	\$20.11
Bollermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter	6/14		\$24.36	60	15	\$15.05
Cement Mason	6/14		\$26.33	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction) Lineman			\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator			\$34.26	43	45	\$5.00 + 37.5%
Groundman			\$28.49	43	45	\$5.00 + 37.5%
Elevator Constructor		a	\$43.715	26	54	\$26.755
Glazier		c	\$32.78	87	31	\$21.13 + 13.2%
Ironworker			\$27.91	11	8	\$22.04
Laborer (Building):						
General			\$21.06	42	44	\$12.49
First Semi-Skilled			\$23.06	42	44	\$12.49
Second Semi-Skilled			\$22.06	42	44	\$12.49
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$24.24	60	15	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$25.36	60	15	\$15.05
Operating Engineer						
Group I	6/14		\$27.81	86	66	\$23.75
Group II	6/14		\$27.81	86	66	\$23.75
Group III	6/14		\$26.56	86	66	\$23.75
Group III-A	6/14		\$27.81	86	66	\$23.75
Group IV	6/14		\$25.58	86	66	\$23.75
Group V	6/14		\$28.61	86	66	\$23.75
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$25.36	60	15	\$15.05
Pipe Fitter	7/14	b	\$35.75	91	69	\$26.68
Plasterer	6/14		\$24.94	94	5	\$11.55
Plumber	7/14	b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer			\$28.05	12	4	\$14.19
Sheet Metal Worker	7/14		\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter	8/14		\$21.55	124	74	\$12.79
Tile Finisher						
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I	6/14		\$25.30	101	5	\$10.70
Group II	6/14		\$25.95	101	5	\$10.70
Group III	6/14		\$25.45	101	5	\$10.70
Group IV	6/14		\$25.95	101	5	\$10.70

Fringe Benefit Percentage Is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

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

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$30.01	7	16	\$15.05
Electrician (Outside-Line Construction)\Lineman)		\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator		\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer	6/14	\$23.65	32	31	\$5.00 + 23%
Groundman		\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer	6/14	\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/14	\$26.81	2	4	\$12.47
Skilled Laborer	6/14	\$26.81	2	4	\$12.47
Millwright	6/14	\$30.01	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$26.89	21	5	\$23.64
Group II	6/14	\$26.54	21	5	\$23.64
Group III	6/14	\$26.34	21	5	\$23.64
Group IV	6/14	\$22.69	21	5	\$23.64
Oilier-Driver	6/14	\$22.69	21	5	\$23.64
Pile Driver	6/14	\$30.01	7	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/14	\$28.52	22	19	\$11.65
Group II	6/14	\$28.68	22	19	\$11.65
Group III	6/14	\$28.67	22	19	\$11.65
Group IV	6/14	\$28.79	22	19	\$11.65

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

No. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for 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 bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all 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.
19. **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.

APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

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MISSOURI ONLINE BUSINESS FILING

[? Online Help](#)

Gen. Business - For Profit Details as of 8/29/2014

[Fees & Forms](#)

[FAQ](#)

[Corporations Home](#)

[Business Outreach Office](#)

[UCC Filings](#)

[Corporation Filings](#)

[SOS Home](#)

[Contact Us](#)

*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

RETURN TO
SEARCH RESULTS

Select filing from the list.

FILE
ONLINE

Filing Type Amended Articles Accepting Professional Corp

ORDER COPIES:
CERTIFICATES

General Information Filings Address Contact(s)

Name(s) APAC-MISSOURI, INC.

Address 1591-A East Prathersville Road
Columbia, MO 65202

Type Gen. Business - For Profit

Charter No. F00451487

Domesticity Foreign

Home State DE

Registered Agent CSC-LAWYERS INCORPORATING SERVICE COMPANY
221 Bolivar Street
Jefferson City, MO 65101

Status Good Standing

Date Formed 1/28/1998

Duration Perpetual

Report Due 1/31/2015

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. 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. The information and/or services provided may change at any time without notice.

USER NAME

PASSWORD

LOG IN

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

SAM.gov will be down for a maintenance window this Saturday night, 8/30/2014, from 8:00 PM to Midnight (EDT).

Entity Dashboard

APAC-MISSOURI, INC.
DUNS: 041874546 CAGE Code: ITM20
Status: Active

1591 E PRATHERSVILLE RD
COLUMBIA, MO, 65202-9614
UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Record](#)
- ▶ [Core Data](#)
- ▶ [Assertions](#)
- ▶ [Reps & Certs](#)
- ▶ [POCs](#)
- ▶ [Reports](#)
- ▶ [Service Contract Report](#)
- ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
- ▶ [Active Exclusions](#)
- ▶ [Inactive Exclusions](#)

[RETURN TO SEARCH](#)

Entity Overview

Entity Information

Name: APAC-MISSOURI, INC.
Doing Business As: APAC
Business Type: Business or Organization
POC Name: Cathy Spotts
Registration Status: Active
Activation Date: 09/25/2013
Expiration Date: 09/25/2014

Exclusions

Active Exclusion Records? No



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

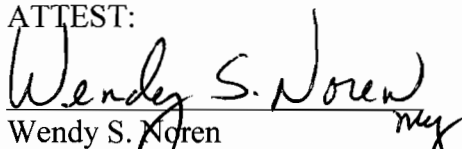
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Information Technology Department to establish funding for the IT Supervisor, Systems Analyst position for the 911/OEM operations center.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2703	10100	911/EM IT	Salaries & Wages		19,000
2703	10200	911/EM IT	FICA		1,455
2703	10300	911/EM IT	Health Insurance		1,660
2703	10325	911/EM IT	Disability Insurance		55
2703	10350	911/EM IT	Life Insurance		15
2703	10375	911/EM IT	Dental Insurance		170
2703	10400	911/EM IT	Workers' Comp. Insurance		45
2703	10500	911/EM IT	401 (A) Match		175
2703	23050	911/EM IT	Other Supplies		610
2703	48000	911/EM IT	Telephones		250
2703	91301	911/EM IT	Computer Hardware		1,100
2703	91302	911/EM IT	Computer Software		1,800
					26,335

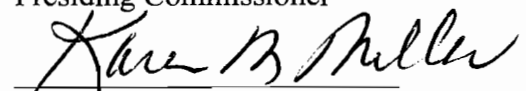
Done this 23rd day of September, 2014.

ATTEST:

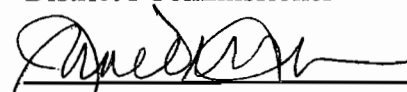

 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill

Presiding Commissioner


 Karen M. Miller

District I Commissioner


 Janet M. Thompson

District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMENL**

Please return purchase req with back-up to Auditor's Office.

RECEIVED

8/27/14

EFFECTIVE DATE

SEP - 3 2014

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2703	10100	911/EM Information Technology	Salaries & Wages		19,000
2703	10200	911/EM Information Technology	FICA		1,455
2703	10300	911/EM Information Technology	Health Insurance		1,660
2703	10325	911/EM Information Technology	Disability Insurance		55
2703	10350	911/EM Information Technology	Life Insurance		15
2703	10375	911/EM Information Technology	Dental Insurance		170
2703	10400	911/EM Information Technology	Workers' Comp Insurance		45
2703	10500	911/EM Information Technology	401 (A) Match		175
2703	23050	911/EM Information Technology	Other Supplies		610
2703	48000	911/EM Information Technology	Telephones		250
2703	91301	911/EM Information Technology	Computer Hardware		1,100
2703	91302	911/EM Information Technology	Computer Software		1,800
				-	26,335

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

This request is to establish the funding for the IT "Supervisor, Systems Analyst" position for the 911/OEM operations center.


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- N/A* A schedule of previously processed Budget Revisions/Amendments is attached
 A fund-solvency schedule is attached.
 Comments:

Agenda

cg

 Auditor's Office

 PRESIDING COMMISSIONER


 DISTRICT I COMMISSIONER

 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

Cost of: **Supervisor, Systems Analyst**
 Range: **55**

Prepared by: C. Ginter, Auditor's Office

8/27/2014

Account #	Account Name	Hours Budgeted	Hourly Rate @ Mid-point	Budget Amount	Budget Amount Rounded
10100	Salaries & Wages	624	30.45	19,000.80	\$ 19,000
10200	FICA			1,453.56	\$ 1,455
10300	Health Insurance		4 months	1,662.33	\$ 1,660
10325	Disability Insurance			55.10	\$ 55
10350	Life Insurance		4 months	15.67	\$ 15
10375	Dental Insurance		4 months	166.67	\$ 170
10400	Workers' Comp Insurance			43.70	\$ 45
10500	401(A) Match		7 pay periods	175	\$ 175
				22,572.83	\$ 22,575

Calculations assume a hire date of September 15, 2014

Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)

	2013 Actual	2014 Budget	2014 Estimated	2015 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	2,529,281	9,532,500	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	(401)	-	-	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	2,528,880	9,532,500	-	-
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	-	-	-	-
TOTAL FINANCIAL SOURCES	\$ 2,528,880	9,532,500	-	-
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 77,264	495,639	-	-
Materials & Supplies	-	610	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	250	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	1,220	-	-
Contractual Services	-	2,885,558	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	448	251,000	-	-
Fixed Asset Additions	-	2,900	-	-
Total Expenditures	77,712	3,637,177	-	-
Other Financing Uses				
Transfer Out to other funds	33,240	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	33,240	-	-	-
TOTAL FINANCIAL USES	\$ 110,952	3,637,177	-	-
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ -	2,417,928	2,417,928	2,417,928
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	2,417,928	5,895,323	-	-
FUND BALANCE (GAAP), end of year	2,417,928	8,313,251	2,417,928	2,417,928
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year				
	-	-	-	-
NET FUND BALANCE, end of year	\$ 2,417,928	8,313,251	2,417,928	2,417,928

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

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

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

Name	Board	Period
James Pounds	Building Code Commission	September 13, 2014 through September 13, 2016

Done this 23rd day of September, 2014.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Janet M. Thompson

Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

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

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

Name	Board	Period
Donald Catlett	Boone County Family Resources	September 20, 2014 through September 20, 2017

Done this 23rd day of September, 2014.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Courthouse Plaza by Air Force ROTC for November 8 & 9, 2014 from 10:30 a.m. on November 8th through 1:00 p.m. on November 9th.

Done this 23rd day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Air Force ROTC

Address: 217 Crowder Hall

City: Columbia State: MO ZIP Code 65211

Phone: 573 882 7621 Website: airforce.missouri.edu

Individual Requesting Use: Laura Walker

Position in Organization: Special Projects Officer

*Address: 1535 Rolling Rock Dr.

City: Columbia State: MO ZIP Code 65201

Phone: 910 728 6810 Email: lawxc4@mail.missouri.edu

Event: Veterans Day Parade

Description of Use (ex. Concert, speaker, 5K): Closing Ceremony / Vigil

Date(s) of Use: November 8, 2014 - November 9, 2014

Start Time of Setup: 10:30 8 Nov 14 AM/PM

Start Time of Event: 11:11 8 Nov 14 AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 12:00 9 Nov 14 AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 1:00 9 Nov 14 AM/PM

Emergency Contact During Event: Capt. Dustin Koslowsky Phone: 850 225 5073

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: posters, flyers, facebook

How many attendees (including volunteers) do you anticipate being at your event? 200

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. In the event of a rainstorm, the parade will be

cancelled and the ceremony will be moved to Nursing S2SS.

During a fire, all ROTC members, parade participants, and bystanders will evacuate the area and fire dept will be called

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): _____

N/A

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Air Force ROTC

Address: 217 Crowder Hall

Phone Number: 573 882 7621 Date of Application: 9/12/2014

Email Address: lawxc4@mail.missouri.edu

Signature: Laura Z Paizer

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Noren
County Clerk

[Signature]
County Commissioner

DATE: 9-23-14

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 23rd day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Conference Room 301 by Missouri Department of Mental Health for November 19, 2014 from 9:30 a.m. to 2:00 p.m.

Done this 23rd day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Missouri Department of Mental Health

Address: 1706 E. Elm St.

City: Jefferson City State: MO ZIP Code 65102

Phone: 573-751-7249 Website: _____

Individual Requesting Use: Melanie Bullard, RDLD Position in Organization: Dietetic Services Coordinator

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: DMH Dietetic Services Director's Quarterly Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: 11/19/2014

Start Time of Setup: 9:30 a.m. AM/PM Start Time of Event: 10:00 a.m. AM/PM

End Time of Event: 2:00 p.m. AM/PM End Time of Cleanup: 2:00 p.m. AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: MO Dept. Of Mental Health - Melanie Bullard, RDLD, Dietetic Services Coordinator

Phone Number: 573-751-7249 Date of Application: 09/18/2014

Email Address: Melanie.Bullard@dmh.mo.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

DATE: 9-23-14

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner