

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 16th day of July 20 13

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 6003 N. Gregory Drive, Parcel #12-415-20-01-046.00 01

Done this 16th day of July, 2013.

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

PHOTOGRAPHS TAKEN 7/2/13 @ ~ 11:00 AM
6003 N. GREGORY DRIVE



Robert W. Steenblock
6003 N. Gregory Drive
Health Department nuisance notice - timeline

- 5/17/13: citizen complaint received
- 5/21/13: initial inspection conducted
- 5/22/13: notice of violation sent to owner – owner never signed for notice
- 6/14/13: notice posted in newspaper
- 7/2/13: reinspection conducted – violation not abated - photographs of violation taken at ~ 11:00 am
- 7/3/13: hearing notice sent

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

In Re: Nuisance Abatement)	July Session
6003 N. Gregory Drive)	April Adjourned
Columbia, MO 65202)	Term 2013
)	Commission Order No. <u>317-2013</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of July 2013, 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: 6003 N. Gregory Drive a/k/a parcel# 12-415-20-01-046.00 01, Section 20, Township 49, Range 12 as shown in deed book 3985 page 0136, Boone County.
5. The specific violation of the Code is: a 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 14th day of June 2013 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.

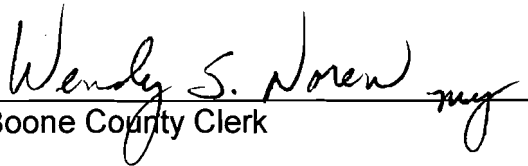
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission

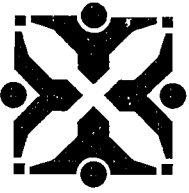


Presiding Commissioner

ATTEST:



Boone County Clerk



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Robert W. Steenblock
161 Broadview Court
Columbia, MO 65201

An inspection of the property you own located at 6003 N. Gregory Drive (parcel # 12-415-20-01-046.00 01) was conducted on May 21, 2013 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, July 16, 2013 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 3rd day of July 2013 by KV.

May 23, 2013 11:42:09 AM CDT

File Edit Commands Help

SUNSHINE PUBLIC SECTOR
NavLine

5625

- Events
- Email log
- Reminders
- Work requests

Print

Cancel

Exit

Refresh

Toggle Inform...

Contact Inquiry

Call Information

Call ID: 5625 Status: Open Entity: City of Columbia

Description:

Comments
CALL ON 5-17-13 TALL GRASS AT 6002,6003 & 6010 GREGORY DRIVE.

<p>Call Details</p> <p>Call type: CE-County Nuisance Entry date/time: 05/23/2013 11:22:31 Entry user ID: Cassidy, Katy K. HL-ASA II Origin: Work group: Environmental Health</p>	<p>Contact Information</p> <p>Contact ID: 154830 Contact name: Undefined Home phone: (573) 999-9999 Customer: Location: Service:</p>
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<p>Call Assignment/Notification</p> <p>Contact notification: None Notification date: Email updates: No Notification user: Forward to user: Vellema, Kristine - Health E</p>	<p>Close Information</p> <p>Close date/time: 00:00:00 Close user: Elapsed time: Action taken:</p>
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- 5659
- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 5659 Status: Open Entity: City of Columbia

Description:

Comments

ABANDON DUPLEX ON GREGORY 6001 ? WEEDS 4 FEET HIGH ALSO MIDPOINT ON GREGORY BOTH SIDES OF STREET WEEDS, INTERSECTION OF OAKLAND GRAVEL AND PRATHERSVILLE TALL WEEDS. QUESTIONS: CALL CHRIS KUMMERFELD, 356-7467, ALSO CALL TO GIVE UPDATE.

Call Details

Call type: CE-County Nuisance
Entry date/time: 06/04/2013 08:29:24
Entry user ID: Cassidy, Katy K. HL-ASA II
Origin:
Work group: Environmental Health

Contact Information

Q Contact ID: 154830
Contact name: Undefined
Q Home phone: (573) 999-9999
Customer:
Location:
Service:

Call Assignment/Notification

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

Close Information

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

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



- 5680
- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 5680 Status: Open Entity: City of Columbia
Description:
Comments
6003 ? Gregory drive, Brown Duplex. Weeds, Nora Vance 573-228-1752, duplex is abandon.

Call Details

Call type: CE-County Nuisance
Entry date/time: 06/18/2013 08:24:46
Entry user ID: Cassidy, Katy K. HL-ASA II
Origin:
Work group: Environmental Health

Contact Information

Q Contact ID: 154830
Contact name: Undefined
Q Home phone: (573) 999-9999
Customer:
Location:
Service:

Call Assignment/Notification

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

Close Information

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

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

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Whitney Hiebert, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ June 14, 2013
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

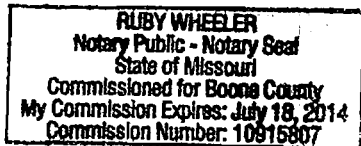
\$64.61

Printer's Fee

By: *Whitney Hiebert*
Whitney Hiebert

Subscribed & sworn to before me this 14 day of June, 2013

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Robert W. Stenblock
161 Broadview Court
Columbia, MO 65201

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Health Department, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description:
Gregory Heights Subdivision, Lot 5, a/k/a 6003 N. Gregory Drive as shown by deed book 3985 page 0136

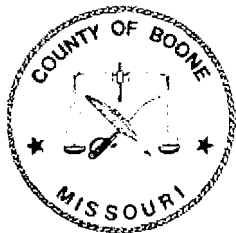
Type of Nuisance:
Growth of weeds in excess of twelve inches high

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone County Health Department, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: _____

Stephanie Browning,
Director, Columbia/Boone County Health Department

INSERTION DATE: June 14, 2013.



**Tom Schauwecker
Boone County Assessor**

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

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

Parcel 12-415-20-01-046.00 01 **Property Location** 6003 N GREGORY DR

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

Owner STEENBLOCK ROBERT W
Address 161 BROADVIEW CT
City, State Zip COLUMBIA, MO 65201

Subdivision Plat Book/Page 0008 0004
Section/Township/Range 20 49 12

Legal Description GREGORY HGTS
LOT 5
Lot Size 75 x 130

Deed Book/Page 3985 0136 0944 0273

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	12,700	37,300	50,000	RI	2,413	7,087	9,500
Totals	12,700	37,300	50,000	Totals	2,413	7,087	9,500

Most Recent Tax Bill(s)

Residence Description

Year Built 1968 (Estimate)
Use DUPLEX (102)

Basement	FULL (4)	Attic	UNFINISHED (2)
Bedrooms	4	Main Area	1,548
Full Bath	2	Finished Basement Area	0
Half Bath	0		
Total Rooms	8	Total Square Feet	1,548

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri

Date and Time 06/28/2012 at 03:52:01 PM

Instrument #: 2012015277 Book: 3985 Page: 136

Grantor GONZALES, SANDRA L

Grantee STEENBLOCK, ROBERT W

Instrument Type QTCL
Recording Fee \$30.00 S
No of Pages 3


Bettie Johnson, Recorder of Deeds



QUIT-CLAIM DEED

THIS DEED made and entered into this 26 day of June, 2012, by and between

SANDRA L. GONZALES (formerly Sandra L. Steenblock), a single person
party of the first part of Pueblo County, State of Colorado, Grantor and
ROBERT W. STEENBLOCK

party of the second part, of Boone County, State of Missouri, Grantee.

Grantee's mailing address is: 161 Broadview Ct., Columbia, MO 65201

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar and other valuable considerations paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents Remise, Release and forever Quit-Claim unto the said Party of the Second Part, his heirs and assigns, the following described Lots, Tracts, or Parcels of land, lying, being and situated in the County of Boone, State of Missouri, to-wit:

- a) Lot Five (5) of Gregory Heights as described by the plat thereof recorded in Plat Book 8 at Page 4 of the Boone County, Missouri Records.
- b) Lot Twelve (12) of LEE HEIGHTS SUBDIVISION as shown by plat recorded in Plat Book 10, Page 74, Records of Boone County, Missouri.
- c) Lot Numbered Ten (10) in G.W. Barkwell's Subdivision of Lot Numbered Twenty (20) and the east half of Lot Numbered Nineteen (19) in Block Four in Hunthill, a subdivision of the West half of the Southwest Quarter of Section Eleven (11) and the East Twenty (20) feet of the east half of Southeast Quarter of Section Ten (10), Township Forty-eight (48), Range Thirteen (13), in Boone

(description continued on next page)

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JUN 28 2012

STATE OF COLORADO)
) SS.
COUNTY OF PUEBLO)

On this 24 day of JUNE, 2012, before me personally appeared SANDRA L. GONZALES (formerly Sandra L. Steenblock), a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Beth R. Cassares
Notary Public

My commission expires:

3/20/2015



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

16th

day of July

20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 26-20JUN13 – Pavement Preservation Chip Seal 2013 to Missouri Petroleum Products Company, LLC of St. Louis, MO. The terms of the agreement are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.


Done this 16th day of July, 2013.

ATTEST:


Wendy S. Noren
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: July 11, 2013
RE: 26-20JUN13 – Pavement Preservation Chip Seal 2013

26-20JUN13 – Pavement Preservation Chip Seal 2013 opened on June 20, 2013, three bids were received and Resource Management recommends award by low bid to Missouri Petroleum Products Company LLC of St. Louis, MO.

Cost of the contract is \$355,840.00 and will be paid from department 2040– Public Works Maintenance Operations, account 71100 – Outside Services. \$374,000.00 was estimated for this bid.

ATT: Bid Tabulation

cc: Daniel Haid, Resource Management
Bid File

To: County Clerk's Office
Comm Order # 318-2013

Return to Auditor's Office
Please do not remove staples

6/21/13

**REQUEST
DATE**

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

665

VENDOR NO.

MO Petroleum Products Company LLC

VENDOR NAME

Purch

26-20JUN13

BID NUMBER

Ship to Department # 2045

Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2040	71100	Preservation Chip Seal			\$355,840.00
2040	71100	5% Contingency			\$17,792.00

GRAND TOTAL: 373,632.00

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

[Signature]
Prepared By

ca 7/12/13
Auditor Approval

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 **Missouri Petroleum Products Company LLC** (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 26-20JUN13
PAVEMENT PRESERVATION CHIP SEAL 2013
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 \$355,840.00.**

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-
Boone County Standard Terms and Conditions
Project Plans and/or Details

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

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.

318-2013

The Owner agrees to pay the Contractor in the amount: \$355,840.00.

Three Hundred Fifty Five Thousand, Eight Hundred Forty Dollars and Zero Cents (\$355,840.00)

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 7-16-13 at Columbia, Missouri.

(Date)

CONTRACTOR:

MISSOURI PETROLEUM PRODUCTS COMPANY LLC

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature Henry W. Schmitt
VP

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

By: [Signature]
Authorized Representative Printed Name
Title: Superintendent

Approved as to Legal Form:
[Signature]
CJ Dykhouse
Boone County Counselor

ATTEST:
[Signature]
Wendy Noyer, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature by [initials]

7/12/13
Date

2040-71100 - \$355,840.00

Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2013

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
MCGRUFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME:
PHONE (A/C, No., Ext): 800-476-2211
FAX (A/C, No.):
E-MAIL ADDRESS:

INSURED
Missouri Petroleum Products Company, LLC
1620 Woodson Road
St. Louis, MO 63114

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Company	42307
INSURER B : Arch Insurance Company	11150
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 4GY4X67T REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
B	GENERAL LIABILITY			31PKG8897200	03/31/2013	03/31/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			31PKG8897200	03/31/2013	03/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB			LA13EXC748984V	03/31/2013	03/31/2014	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
								\$
	DED							
	RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			31WCI8897100	03/31/2013	03/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: #26-20Jun13 - Pavement Preservation Chip Seal 2013.
County of Boone is named as Additional Insured on General Liability in respect to work/services performed by named Insured as per written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Boone
613 E. Ash Room 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
[Signature]

**Preservation Chip Seal
Pavement Preservation 2013
26-20JUN13**

Description	Unit	Qty.	Unit Price	Total
1/4" Preservation Chip Seal Treatment	SY	218,420	\$ 1.46	\$ 318,893.20
Temporary Centerline Markers (Spaced 40' o/c)	EA	2,000	\$ 1.00	\$ 2,000.00
Bid Total				\$ 320,893.20

Project Alternate

Enter increase amount for the below item the bidder wishes to use. It will be at the County's discretion to incorporate these deductions into the project.

Please provide the increase in price associated with using a 3/8" aggregate meeting similar specs to the aggregate described herein. Price increase should include all changes that result from the substitution of the aggregate including but not limited to increase in oil application rate necessary for aggregate embedment. If the alternate is used, it may be used in whole or in part of the estimated job quantities. However, neither size of aggregate will be used in less quantity than 25% of the total project, if used at all.

ITEM	Increase to Bid Items	Unit Price Increase
1/4" Preservation Chip Seal	3/8" aggregate in lieu of 1/4"	\$.16

(\$1.62)

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):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
n/a	

COMPANY NAME: Missouri Petroleum Products Company LLC

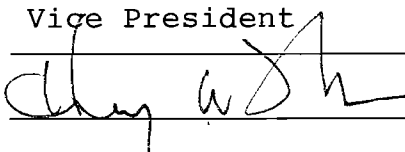
ADDRESS: 1620 Woodson Road

CITY, STATE, ZIP St. Louis, MO 63114

PHONE NUMBER: (314) 991-2180

AUTHORIZED REPRESENTATIVE: Henry W. Schmitt

TITLE: Vice President

SIGNATURE: 

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

No subcontractors will be used on this project

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: Pavement Preservation 2013

Project No.: 26-20JUN13

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.

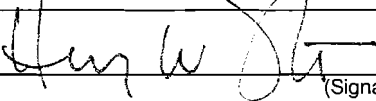
SECTION V

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: Missouri Petroleum Products Company LLC

By: 
(Signature)

Henry W. Schmitt
(Print or Type Name)

Title: Vice President

Address: 1620 Woodson Road

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

Phone: (314) 991-2180

Fax: (314) 991-4037

Date: 6/20/13

(Please complete and return with Contract)

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

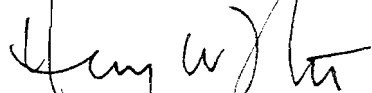
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Henry W. Schmitt, Vice President

Name and Title of Authorized Representative



Signature

6-20-13

Date

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

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

My name is Henry W. Schmitt

I am an authorized agent of Missouri Petroleum Products Company LLC (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.



Henry W. Schmitt 6/20/13
Affiant Date
Henry W. Schmitt, Vice President
Printed Name

Subscribed and sworn to before me this 20th day of June, 2013.

Laura L. Lentz
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: 188670

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 Missouri Petroleum Products Company LLC

Michael Drury

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/09/2009

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Company ID Number: 188670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road

Saint Louis, MO 63114

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 431845744

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 188670

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

Name: **Kathy M Jasmund**
Telephone Number: **(314) 991 - 2180 ext. 235235** Fax Number: **(314) 991 - 1553**
E-mail Address: **kjasmund@lionmark.com**

Name: **Michael E Drury**
Telephone Number: **(314) 991 - 2180 ext. 214** Fax Number: **(314) 991 - 1553**
E-mail Address: **mike.drury@lionmark.com**

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: Missouri Petroleum Products Company LLC
2. Business Address: 1620 Woodson Road
St. Louis, MO 63114
3. When Organized: 1980
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:
81 years
7. If you have done business under a different name, please give name and location:
n/a
8. Percent of work done by own staff: 100
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No.
10. Have you ever defaulted on a contract? no.
11. List of contracts completed within the last four years, including value of each: _____
See attached
12. List of projects currently in progress: No chipseal jobs currently in progress

* Attach additional sheets as necessary *

REFERENCES:

2008 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
St. Louis County	St. Louis County Division	John Hand	462,676
Boone County Various Streets	Boone County, MO 601 E. Walnut Columbia, MO 65201	John Watkins (573) 449-8515	375,739
Webster Groves Various Streets	City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119	Dennis Wells (314) 963-5315	170,000
Franklin County Various Streets	Franklin County, MO 400 East Locust Street Union, MO 63094	Rich Wilson (636) 583-6361	454,190

REFERENCES:

2009 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
St. Louis County	St. Louis County Division		462,676
Boone County Various Streets	Boone County, MO 601 E. Walnut Columbia, MO 65201	John Watkins (573) 449-8515	235,739
Webster Groves Various Streets	City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119	Paul Verheyen (314) 963-5315	142,667
St. Charles County Various Streets	St. Charles County Govt 201 North Second Street St. Charles, MO 63301	Benny Hedden (636) 949-7900	164,736

REFERENCES:

2010 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Cape Girardeau County	#1 Barton Square Jackson, MO 63755	Donna Oldham 573-243-1052	128,061
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	Gary Lear 573-687-3321	12,370
City of Webster Groves	4 E. Lockwood Webster Groves, MO 63119	Paul Verheyen (314) 963-5315	183,000

REFERENCES:

2011 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Lake Sherwood Estates	PO Box 1085 Lake Sherwood, MO 63357	George Schmidt 636-828-5777	31,258
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	Gary Lear 573-687-3321	7,200
City of Jennings	2120 Hord Avenue Jennings, MO 63136	Shirley Pecararo 314-388-1164	27,000

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St. Louis

Henry W. Schmitt, being first duly sworn, deposes and
says that he is Vice President
(Title of Person Signing)

of Missouri Petroleum Products Company LLC
(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 *Henry W. Schmitt*

By _____

By _____

Sworn to before me this 18th day of June, 20 13

Laura L. Lentz
Notary Public

My Commission Expires 8/27/2015



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 Missouri

Dated July 20, 20 13

Name of individual, all partners, or joint venturers:

Address of each:

n/a

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.)

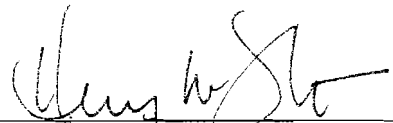
Missouri Petroleum Products Company LLC

(If a corporation - show its name above)

ATTEST:



(Secretary)



Vice President (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of St. Louis

On this 20th day of June, 2013

before me appeared Henry W. Schmitt 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 Vice President
President or other agent

Missouri Petroleum Products
of Company LLC; 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 Overland, Missouri the day and year first above written.

(SEAL) Laura L. Lentz Notary Public

My Commission expires August 27, 2015.



NOTICE TO BIDDERS

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

Project Name:

PRESERVATION CHIP SEAL
PAVEMENT PRESERVATION 2013

Project Number:

N/A

Bid Number:

26-20JUN13

Scope of Project Construction:

Provide materials for and perform single layer Preservation Chip Seal treatments on the roads listed herein using CHFERS-2P asphalt emulsion and 1/4" Trap Rock

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **June 12, 2013** at **9:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, 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 **June 17, 2013**. **Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m.** on **June 20, 2013** 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 **June 20, 2013** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

10 Working Days

Liquidated Damages:

\$500 per Working Day

Anticipated Notice To Proceed Date:

On or about July 22, 2013. 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.

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 \$20 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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**Preservation Chip Seal
Pavement Preservation 2013
26-20JUN13**

Description	Unit	Qty.	Unit Price	Total
1/4" Preservation Chip Seal Treatment	SY	218,420	\$	\$
Temporary Centerline Markers (Spaced 40' o/c)	EA	2,000	\$	\$
Bid Total				\$

Project Alternate

Enter increase amount for the below item the bidder wishes to use. It will be at the County's discretion to incorporate these deductions into the project.

Please provide the increase in price associated with using a 3/8" aggregate meeting similar specs to the aggregate described herein. Price increase should include all changes that result from the substitution of the aggregate including but not limited to increase in oil application rate necessary for aggregate embedment. If the alternate is used, it may be used in whole or in part of the estimated job quantities. However, neither size of aggregate will be used in less quantity than 25% of the total project, if used at all.

ITEM	Increase to Bid Items	Unit Price Increase
1/4" Preservation Chip Seal	3/8" aggregate in lieu of 1/4"	\$

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: _____

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

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

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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, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$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 Employers' 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 \$2,000,000.00 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 \$2,000,000.00 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 \$2,000,000.00 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.

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:

OWNER:
BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By:

Authorized Representative (Signature)

ATTEST:

By:

Authorized Representative (Print or Type Name)

Title:

Secretary

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.

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 _____ on this _____ day of _____, 20____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

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: _____

SAMPLE LABOR AND MATERIAL PAYMENT 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, for the use and benefit of claimants as herein defined, 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 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 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 its 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.

SPECIAL PROVISIONS

1/4" Preservation Chip Seal

1. 1/4" Preservation Chip Seal

- 1.1 All material shall conform to Missouri Standard Specifications for Highway Construction, Division 1000, Materials Details, and specifically as follows:

<u>Item</u>	<u>Section</u>
Cationic High Float Rapid Set Emulsion (CHFRS-2P)	409
Aggregate for Seal Coats	1003
Sand	1002

- 1.2 CHFRS-2P shall also meet the requirements of tests conducted in accordance to ASTM D2397. The material shall have a minimum float value of 1800 when tested in accordance to ASTM D 139. The Cationic High Float Polymer Modified Emulsion (CHFRS-2P) must be milled from a premodified asphalt (PG 70-22 or PG 76-22) or milled with an unmodified asphalt, a SBR Polymer and a BASF (or equivalent) blending agent.
- 1.3 The emulsion application rate will be determined by the engineer based on a site by site evaluation. Application rates shall range from 0.26 to 0.30 gallons per square yard per lift.
- 1.4 The aggregate application rate shall be ~~12-16 pounds~~ per square yard.
- 1.5 The aggregate shall be Iron Mountain Trap Rock or approved equal meeting the following requirements:
- The porphyry aggregate shall have a Bulk Specific Gravity of 2.55 to 2.75 when tested in accordance with ASTM C 127. The aggregate shall not have a percent of wear exceeding 20 when tested in accordance with AASHTO-T96 (Los Angeles Abrasion).
- 1.6 All aggregate shall be stockpiled on an asphalt or concrete surface, not located in a flood plain.
- 1.7 Sand from the Mississippi River or the Missouri River basin may be used for blotter material, if needed.

2. Equipment

The following equipment or its equivalent will be required:

- 2.1 Distributor: The contractor shall provide a distributor, for heating and applying bituminous materials that meet the requirements of Section 409.4 of Missouri Standard Specifications for Highway Construction. The tachometer shall be readily visible to the operator and have a dial reading registering liters per minute (gallons per minute) passing through the nozzle. The tachometer well shall not be in contact with heating tube. A hose and spray nozzle attachment shall be provided for applying asphalt material to patches and areas inaccessible to the spray bar. The distributor shall be provided with heaters that can be used to bring the asphalt material to the spray application temperature. The distributor shall have a computer controlled application system and be equipped with a bitumeter with a dial gauge registering (feet) meter of travel per minute and shall be visible by the driver.

The extended width of application of the spray bar shall be 16 feet with provision for lesser width when necessary.

The distributor shall be provided with a full circulatory system that includes the spray bar.

The distributor shall be cleaned of foreign contaminants before it is used.

2.2 Broom: A mechanical type power broom shall be used for removing loose material from the surface to be treated. The broom shall be equipped with plastic bristles.

2.3 Rollers: A minimum of two oscillating-type pneumatic-tire rollers shall be required to roll aggregate after spreading. The pneumatic-tire rollers shall be self-propelled with smooth-tread pneumatic tires of equal size staggered on the axles at such spacing and overlaps as will provide uniform pressure to seat the cover aggregate into the bituminous material without fracturing the aggregate particles. The pneumatic-tire rollers shall weight from 5 to 8 tons, shall be operated at a speed not to exceed 5 mph, shall have a contact pressure of 60 psi to 80 psi and shall have a total compacting width of not less than 60 inches.

2.4 Aggregate Spreader: The aggregate spreader shall be a self-propelled mechanical spreader, equipped with a computer guided system and positive controls capable of uniformly distributing a 16 foot wide band of aggregate at a prescribed rate in a single-pass operation over the surface to be sealed. The operation of aggregate spreaders at speeds which cause aggregate to 'roll over' after striking the emulsion covered surface will not be permitted. Aggregate spreaders will not be operated on uncovered polymer modified emulsified asphalt. Spreaders shall be calibrated before operation on the project.

2.5 Hauling Equipment: Hauling equipment shall be operated in a prudent manner and at moderate speeds that will not damage the new chip seal or create a hazard to the traveling public. Trucks that transport aggregate shall be legally licensed, in good working condition, and be equipped with the safety devices required by the United States Department of Transportation. All trucks shall be attached to spreader by mechanical means to minimize spillage.

3. Construction Requirements

3.1 Weather Limitations: Polymer modified emulsified asphalt shall not be applied when the pavement or air temperature is below 70 °F, nor if the relative humidity is higher than 75%, nor if the wind velocity will prevent the uniform application of the bitumen or aggregate. The chip seal coat shall be applied when the pavement surface is dry, and when the weather is not foggy or rainy. The placing of polymer modified emulsified asphalt preservation chip seal coat will not be allowed before May 1 or after September 30.

3.2 Preparation of Surface: Immediately before applying the polymer modified emulsified asphalt, any loose material, grease, and other petroleum distillates, dirt, clay, or other objectionable organic or inorganic materials shall be removed from the surface to be sealed. Cleaning shall be performed by sweeping, flushing, or other means necessary to remove all objectionable material from the pavement surface. Material removed from the surface shall not be mixed with the cover aggregate. The surface should be clean and dry as approved by the Engineer.

3.2.1 The CONTRACTOR shall be responsible for furnishing and placing masking materials over all sewer, utility, and traffic control device covers and inlet grates located in the roadways to be treated. All such material shall be removed and disposed of after the surfacing material has cured.

3.3 Application of polymer modified emulsified asphalt: The polymer modified emulsified asphalt shall be applied by means of a pressure distributor in a slow, uniform, continuous spread, without missing or overlapping, at a truck speed consistent with the placement of the cover aggregate. Boone County would prefer for the roads to be treated full width, however if this is not possible, polymer modified emulsified asphalt shall be applied one-half the width of the surface at a time, with the center lap of the application placed at the lane line of the traveled way and kept as narrow as practicable. The other side of the roadbed shall be left open to traffic. Polymer modified emulsified asphalt shall not be applied at a greater distance than can be immediately covered by aggregate before the emulsion breaks or as approved by the Engineer.

3.3.1 The application rate of polymer modified emulsified asphalt for the chip seal shall be within the limits in Section 2. A minimum of 200 gallons of polymer modified emulsified asphalt shall remain in the distributor tank at all times except for the last shot on the project. The emulsion should be uniformly applied through the pressure distributor at a temperature specified by the Engineer between 150° F and 185° F. The temperature used for spraying at a given spray bar pressure should not be that which causes fogging when the asphalt material leaves the spray bar.

3.3.2 The angle of the spray nozzles and the height of the spray bar shall be set to provide a triple coverage fan pattern. The frame of the distributor shall be blocked or snubbed to the axle of the truck to maintain a constant spray bar height above the road surface during discharge of the load. An alternate method of maintaining constant spray bar height may be approved.

3.3.3 To ensure uniform application of the polymer modified emulsified asphalt at the beginning of each distributor load, a portion of the roadbed surface shall be covered with building paper. The area covered by the building paper shall be used at the starting point for each distributor load or each part of a load after a temporary delay. If the cut-off is not positive on the distributor, the use of paper shall be required at the end of each spread. For the next application, the leading edge of the paper is placed within ½" of the cut off line of the previously laid treatment. The paper shall be removed and disposed of in an approved manner. The distributor shall be moving forward at the proper application speed when the spray bar is opened. A hand spray shall be used apply emulsified asphalt necessary to touch up all spots missed by the distributor.

Any skipped areas or deficiencies shall be corrected. Junctions of spreads shall be carefully made to insure a smooth riding surface. The application of emulsified asphalt on adjacent Portland cement or asphaltic concrete pavements, curbs, bridges, or any areas not specified to be sealed shall be avoided. The CONTRACTOR shall immediately clean up any such spills to the satisfaction of the Engineer.

3.3.4 If the chip seal is to be constructed on a bituminous surface in which the binder material was other than asphalt cement, the placing chip seal coat will not be permitted until the underlying bituminous course has cured 15 to 30 days, as directed by the Engineer.

3.3.5 From 4 to 6 inches of the centerline edge of the initially treated lane shall be left uncovered with aggregate to allow for an overlap of asphalt binder when the remaining half of the surface is treated. The CONTRACTOR will be required to remove the excess material occurring as a result of dual application of product along construction seams.

4. Application of Cover Aggregate

4.1 In general, the cover aggregate shall be placed within 30 seconds following the application of the emulsified asphalt. Operations shall not proceed in such a manner that the emulsified asphalt will be allowed to chill, set up, dry or otherwise impair retention of the cover aggregate. The cover

aggregate shall be spread by means of a self-propelled mechanical spreader accurately measuring and uniformly spreading the aggregate.

4.2 The quantity of cover aggregate to be used per square yard shall be in accordance with Section 2 depending on the physical properties of the material used. The Engineer shall determine the exact rate. Aggregates shall be dry or surface damp (saturated surface dry – SSD) at the time of application. SSD shall be considered the condition when no visible film of water exists on the aggregate. The moisture content of the aggregate shall not exceed 2% by weight. The Engineer may require that the cover aggregate be moistened with water to enhance cohesive properties of the emulsified asphalt. Spreading shall be accomplished in a continuous manner, without stopping between trucks, and in such manner that the tires of the trucks or aggregate spreader at no time contact the uncovered and newly applied emulsified asphalt. All portions of the surface not covered by mechanical spreaders shall be hand spotted so that the entire surface will be uniformly covered. Light hand brooming may be necessary to distribute excessive aggregate.

4.3 Rolling: Rolling shall begin immediately behind the spreader and shall consist of at least two complete coverages with the pneumatic-tire roller. Initial rolling shall consist of one complete coverage and shall begin immediately behind the spreader. Initial rolling shall be completed within 15 minutes of the time that the aggregate was spread. Asphaltic emulsion and aggregate shall not be spread more than 1,000 feet ahead of completion of initial rolling operations. The second roller shall be used for the second complete coverage to smooth and adequately seat the aggregate. All rolling shall be completed the same day as the cover aggregate is applied. Rolling shall proceed in a longitudinal direction, beginning at the outer edges of the treated surface and working toward the center. Each pass by the roller shall overlap the previous pass by one-half the width of the front wheels.

4.4 Brooming: The CONTRACTOR will be responsible for sweeping all loose aggregate after the embedded aggregate has set. Sweepings should be disposed of off-site, or in areas where the amount of sweepings will negatively affect drainage, mowing, or aesthetics of adjacent ditches and yards.

4.5 Corrections: Any skips or missed areas will be corrected by the contractor at no additional cost to the County. The County will notify the Contractor of these missed areas promptly completion of the planned work.

5. Traffic Control

5.1 Traffic Control and Safety: No traffic shall be permitted on the seal coat until all rolling has been completed. The Contractor shall control traffic for at least two hours after the completion of rolling. The CONTRACTOR'S supply trucks shall observe these traffic controls.

5.2 The beginning and end of the work zones shall have the following signs posted: 'Flagger Ahead', 'Fresh Oil', and 'Road Construction Ahead'. All side streets shall have 'Road Construction Ahead' signs placed as directed by the Engineer and all signs shall conform to Section 1041 Construction Signs. All signs shall be installed on permanent holding frames, one foot above the ground and shall remain in place at each job site until all sweeping operations are complete. Signs shall be safely installed so not to block vehicle or pedestrian line of sight and shall be resistant to wind gusts.

5.3 In accordance with Section 616 flaggers equipped with 2-way hand-held radios shall assist traffic through the project in a manner that provides safety for the traveling public, workmen, and equipment while imposing minimal interruption of the work. When applying chip seal to arterial roads and intersection, lanes shall be coned off for safety and traffic control during daylight hours.

5.4 Safety precautions shall be used at all times during progress of the work. Workmen shall be equipped as required by the Manual on Uniform Traffic Control Devices.

6. Method of Measurement and Basis of Payment

Preservation Chip Seal shall be measured and paid for by the square yard. Unless deviations from plans or errors are observed, planned quantities will be used and no actual measurement will be taken of completed work.

The amount of completed work as described above shall be paid for at the contract unit price bid per square yard. Prices shall be considered full compensation for furnishing all labor, equipment, materials, and insurance required for the project.

A copy of all tickets for material and oil shall be given to the County for proper accountability and billing procedures.

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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.

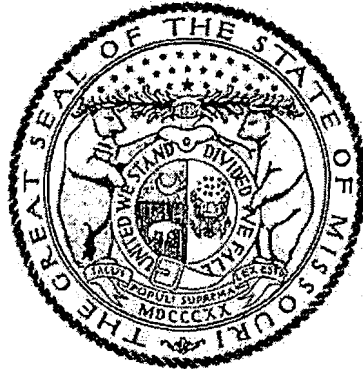
The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

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

Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 8, 2013

Last Date Objections May Be Filed: April 8, 2013

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			\$31.26	55	60	\$19.51
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason			\$28.20	59	7	\$14.83
Carpenter			\$24.09	60	15	\$13.65
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction\Lineman)			\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator			\$33.59	43	45	\$5.00 + 37.5%
Groundman			\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I			\$26.16	86	66	\$22.60
Group II			\$26.16	86	66	\$22.60
Group III			\$24.91	86	66	\$22.60
Group III-A			\$26.16	86	66	\$22.60
Group IV			\$23.93	86	66	\$22.60
Group V			\$26.86	86	66	\$22.60
Pipe Fitter		b	\$34.25	91	69	\$25.03
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright			\$25.09	60	15	\$13.65
Ironworker			\$27.81	11	8	\$21.04
Painter			\$20.95	18	7	\$11.42
Plasterer			\$24.84	94	5	\$11.05
Plumber		b	\$34.25	91	69	\$25.03
Pile Driver			\$25.09	60	15	\$13.65
Roofer \ Waterproofer			\$28.05	12	4	\$13.59
Sheet Metal Worker			\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$18.40
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$34.25, Fringes - \$25.03
All work under \$7 Mil. Total Mech. Contract - \$32.91, Fringes - \$19.64
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 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.

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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.

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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) hour's; 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 \$25.65 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.

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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.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

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.

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NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 126: 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 \$25.77 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.

**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. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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 proceeding 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.

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.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.52	7	16	\$13.50
Millwright		\$29.52	7	16	\$13.50
Pile Driver		\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction/Lineman)		\$38.91	9	12	\$5.00 + 37.5%
Lineman Operator		\$33.59	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman		\$25.97	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I		\$25.24	21	5	\$22.50
Group II		\$24.89	21	5	\$22.50
Group III		\$24.69	21	5	\$22.50
Group IV		\$21.04	21	5	\$22.50
Oiler-Driver		\$21.04	21	5	\$22.50
Laborer					
General Laborer		\$25.81	2	4	\$11.52
Skilled Laborer		\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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 any time 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.

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APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.

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APPENDIX C

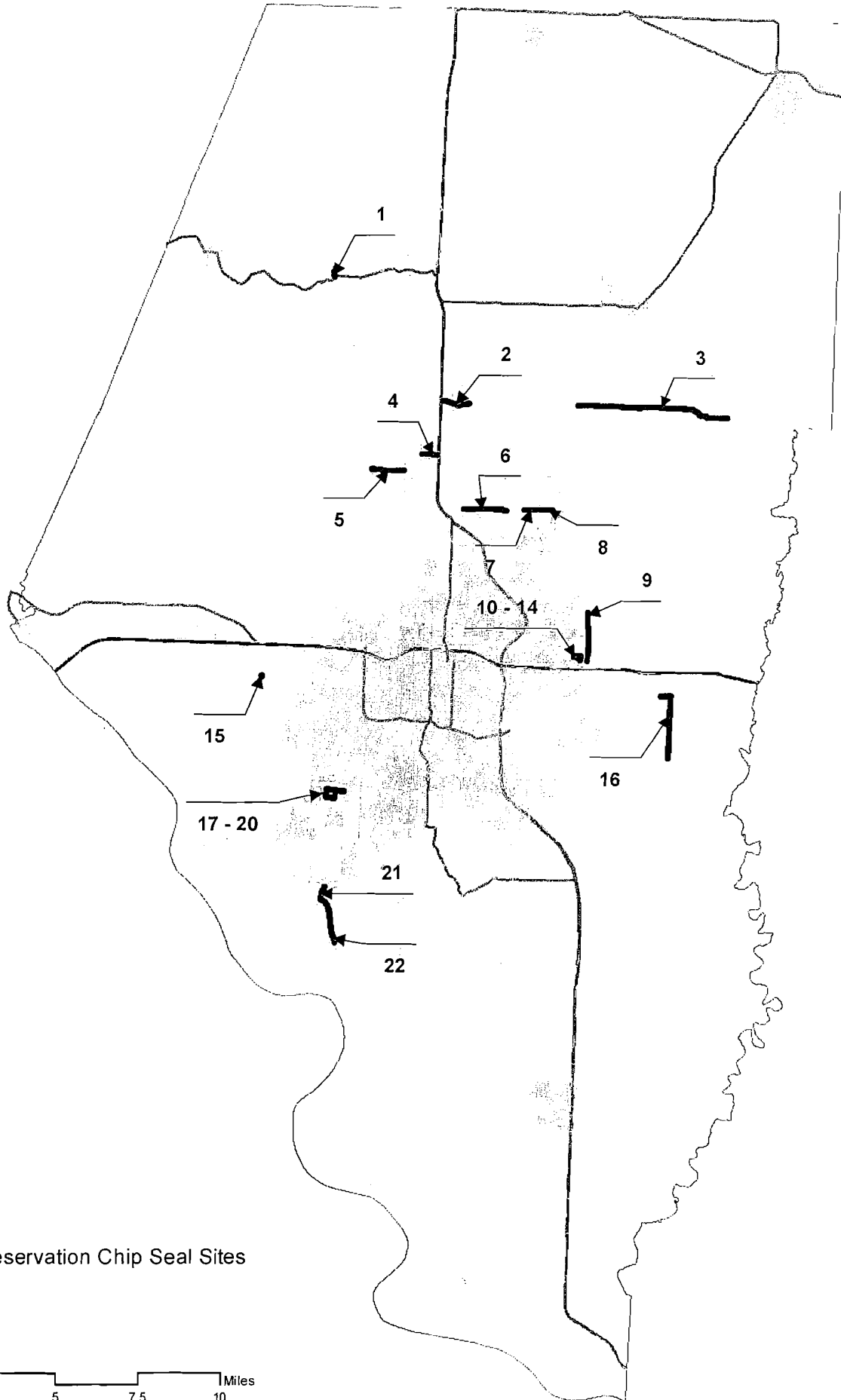
PROJECT PLANS AND/OR DETAILS


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.

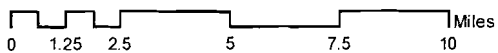
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Boone County Missouri 2013 PCS



 Preservation Chip Seal Sites



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2013 Pavement Preservation Preservation Chip Seal Projects

Revised: 5-28-13

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Oak Grove School Rd.	Hwy 124 to EOP	1,886	4,556
2	Peabody Rd.	Hwy 63 to EOP (east)	4,509	11,049
3	Mount Zion Church Rd.	Hwy B to Hwy Z	24,906	61,470
4	Hinton Rd.	Hwy VV to Hwy 63	2,506	5,909
5	Akeman Bridge	O'Neal Rd. to Wade School Rd.	5,315	12,400
6	Oakland Church Rd.	Wagon Trail Rd. to Oakland Gravel Rd	7,030	15,636
7	Oakland Church Rd. 2	Edge of City Limits to Rte B	2,080	4,725
8	Oakland Church Rd. 3	Rte B to Brown Station Rd.	2,000	4,872
9	Lake of the Woods Rd	Entire Length	8,165	20,277
10	Villa Dr.	Lakewood NID	198	645
11	Aspen Cir.	Lakewood NID	384	1,288
12	Vail Ct.	Lakewood NID	229	924
13	Pinehurst Ln.	Lakewood NID	1,299	2,993
14	Lakewood Dr.	Lakewood NID	861	2,617
15	Blue Jay Wy.	Entire Length	463	1,201
16	Rangeline Rd.	Richland Rd. to Hwy WW	11,465	28,133
17	Old Field Rd	Country Farms Sub.	2,886	6,836
18	Vineyard Way	Country Farms Sub.	1,279	3,293
19	Harvest Rd	Country Farms Sub.	1,250	3,124
20	Arbor Way	Country Farms Sub.	1,394	3,633
21	Old Plank Rd.	Smith Hatchery Rd. to City Limits	2,169	5,375
22	Smith Hatchery Rd.	Old Plank Rd. to W. Dothage Rd.	7,808	17,464
	Total		90,082	218,420

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Search Results

Current Search Terms: missouri* petroleum* products* company* LLC*

No records found for current search.

SAM | System for Award Management 1.0

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2013

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 MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Navigators Insurance Company	NAIC # 42307
	INSURER B : Arch Insurance Company	11150
INSURED Missouri Petroleum Products Company, LLC 1620 Woodson Road St. Louis, MO 63114	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

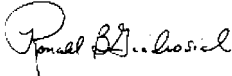
COVERAGES **CERTIFICATE NUMBER:** 4GY4X67T **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			31PKG8897200	03/31/2013	03/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			31PKG8897200	03/31/2013	03/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA13EXC748984IV	03/31/2013	03/31/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			31WCI8897100	03/31/2013	03/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: #26-20JUn13 - Pavement Preservation Chip Seal 2013.
County of Boone is named as Additional Insured on General Liability in respect to work/services performed by named Insured as per written contract.

CERTIFICATE HOLDER **CANCELLATION**

County of Boone 613 E. Ash Room 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 

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis MO, 63114

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

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of Massachusetts and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Three Hundred Fifty-Five Thousand Eight Hundred Forty and No/100 (\$355,840.00) 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 26-20JUN13
PAVEMENT PRESERVATION CHIP SEAL 2013
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 St. Louis, Missouri / Kansas City, Missouri, on this _____ day of _____, 20__.

Missouri Petroleum Products Company LLC

(Contractor)

(SEAL)

BY: _____

Liberty Mutual Insurance Company

(Surety Company)

(SEAL)

BY: _____

Kathleen M. Coen (Attorney-In-Fact)

BY: _____

Mary J. Flanigan, Missouri Resident Agent (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: Brian Gunsallus

Phone Number: (913) 319-7014

Address: 8700 Indian Creek Parkway, Suite 350

Overland Park, KS 66210

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 6143696

American Fire and Casualty Company
The Ohio Casualty Insurance Company

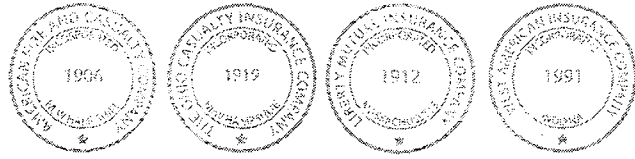
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charissa D. Lecuyer; Charles R. Teter, III; Christy M. McCart; Claudia Mandato; David M. Lockton; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Kathleen M. Coen; Kathy L. Fagan; Laura M. Murren; Mark Duggan; Mary T. Flanigan; Nancy A. Clover; Patrick T. Pribyl; Rebecca S. Gross; Ronald J. Lockton

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of May, 2013.



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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 29th day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley
KD Riley, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

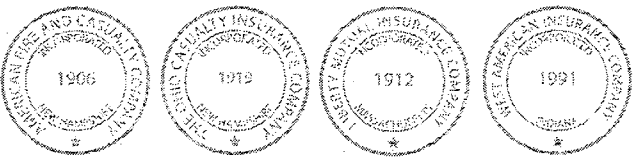
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



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

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Missouri Petroleum Products Company LLC
1620 Woodson Road, St. Louis MO, 63114,
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116 (617) 357-9500
a corporation organized under the laws of the State of Massachusetts,
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, for the use and benefit of claimants as herein below defined, in the amount of
Three Hundred Fifty-Five Thousand Eight Hundred Forty and No/100 **DOLLARS**

(\$ \$355,840.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

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

**BID NUMBER 14-14MAR13
26-20JUN13 – PAVEMENT PRESERVATION CHIP SEAL 2013
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 St. Louis, Missouri / Kansas City, Missouri on this day of 20 .

CONTRACTOR Missouri Petroleum Products Company LLC (SEAL)

BY: [Signature]

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]
(Attorney-In-Fact) Kathleen M. Coen

BY: [Signature]
(Missouri Representative) Mary T. Flanigan, Missouri Resident Agent

(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).

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 6143704

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charissa D. Lecuyer; Charles R. Teter, III; Christy M. McCart; Claudia Mandato; David M. Lockton; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Kathleen M. Coen; Kathy L. Fagan; Laura M. Murren; Mark Duggan; Mary T. Flanigan; Nancy A. Clover; Patrick T. Pribyl; Rebecca S. Gross; Ronald J. Lockton

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of May, 2013.



STATE OF WASHINGTON ss
COUNTY OF KING

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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

On this 29th day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley
K D Riley, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



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

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

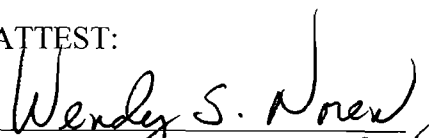
In the County Commission of said county, on the 16th day of July 20 13

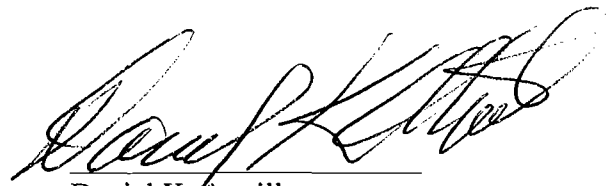
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus PC & Peripheral equipment through MRC recycling Center. It is further ordered the Presiding Commissioner is hereby authorized to sign the Request for Disposal forms.

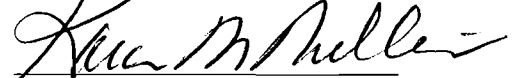
Done this 16th day of July, 2013

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
David Eagle
Office Specialist



613 E. Ash St.
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Computer and Peripheral Surplus Disposal
DATE: July 9, 2013

The Purchasing Departments requests permission to dispose of the following list of surplus PC & Peripheral equipment through MRC Recycling Center. MRC Recycling will pick up our surplus at no charge. They are a State of Missouri, DNR Level Four recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused so nothing ends up in the landfill.

Prior to Computer surplus coming to Purchasing for disposal, Information Technology has removed the hard-drives for destruction by their department. Their procedure for PC disposal is:

Once all the data is copied or recovered for the user, IT removes the hard drive and memory from the PC. The memory is held to be used for upgrading other PCs at the county that can benefit. IT sometimes removes parts that can be used as spare if the model is current enough. (ie Power Supplies, Video Cards, etc.) The hard drive is held for a minimum of 30 days in case a user identifies something is missing. After 30 days IT may reuse the hard drive in other county PCs if there are failures. If a hard drive goes unused or fails and IT needs to physically dispose of it, they drill a 5/8" hole through the drive and the data platters. Once IT has collection of "drilled" drives, they deliver them to PC recycling vendor, MRC Recycling Center.

MRC Recycling Center certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature: _____

Date: _____

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	13745	17" CRT MONITOR	GATEWAY EV700	I.T.	UNKNOWN	
2.	13864	PC – PART OF DOOR SYSTEM		I.T.	UNKNOWN	
3.	14304	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	

4.	14306	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
5.	14737	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
6.	14738	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
7.	14739	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
8.	15171	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
9.	15172	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
10.	15173	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
11.	15174	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
12.	15175	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
13.	15176	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
14.	15177	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
15.	16144	PC WORKSTATION	HP DC5700	I.T.	UNKNOWN	
16.	14484	PC WORKSTATION	HP D530	I.T.	UNKNOWN	
17.	14802	PC WORKSTATION	HP DC7100	I.T.	UNKNOWN	
18.	15022	PC WORKSTATION	HP DC7100	I.T.	UNKNOWN	
19.	15024	PC WORKSTATION	HP DC7100	I.T.	UNKNOWN	

20.	15439	17" LCD MONITOR	HP L1740	I.T.	UNKNOWN	
21.	14423	LAPTOP NOTEBOOK	HP NC8000	I.T.	UNKNOWN	
22.	16998	PC WORKSTATION	HP DC7100	I.T.	UNKNOWN	
23.	16527	PC WORKSTATION	DC7600S	I.T.	UNKNOWN	
24.	14829	PC WORKSTATION	HP DC7100	I.T.	UNKNOWN	
25.	12314	17" CRT MONITOR	COMPAQ S710	I.T.	UNKNOWN	
26.	14583	17" LCD MONITOR	HP L1730	I.T.	UNKNOWN	
27.	15178	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
28.	16510	17" CRT MONITOR	HP V7550	I.T.	UNKNOWN	
29.	16513	PC WORKSTATION	HP D530	I.T.	UNKNOWN	
30.	16514	17" CRT MONITOR	HP V7550	I.T.	UNKNOWN	
31.	16519	PC WORKSTATION	HP D530	I.T.	UNKNOWN	
32.	16522	17" CRT MONITOR	HP V7550	I.T.	UNKNOWN	
33.	16524	17" CRT MONITOR	HP V7550	I.T.	UNKNOWN	
34.	16525	PC WORKSTATION	HP DC5000	I.T.	UNKNOWN	
35.	16526	17" CRT MONITOR	HP V7650	I.T.	UNKNOWN	

cc: Caryn Ginter, Auditor
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 6, 2013

FIXED ASSET TAG NUMBER: 00013745

RECEIVED

DESCRIPTION GATEWAY EV700
MONITOR CRT 17 INCH

JUN 12 2013

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: VERY POOR - PURCHASED 2002

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO ~~TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - 6C Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PUBLIC WORKS *2040*

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE *7/16/2002*
ORIGINAL COST *1.00*
ORIGINAL FUNDING SOURCE *2741*
ASSET GROUP *1603*

RECEIPT INTO *2040 - 3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *319-2013*

DATE APPROVED *7-16-13*

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-12-13 FIXED ASSET TAG NUMBER: 13864
DESCRIPTION: PC - Part of Door System

RECEIVED

JUN 12 2013

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET:

REASON FOR DISPOSITION:

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible - In 6L Storage Room 123

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff SIGNATURE: Judy

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835
ORIGINAL COST _____ GRANT FUNDED (Y/N) _____ Asset was previously disposed of and returned in the system
ORIGINAL FUNDING SOURCE _____ GRANT NAME _____
% FUNDING _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
ASSET GROUP _____ TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00014304

RECEIVED

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

JUN 12 2013

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 2/24/2004
ORIGINAL COST 3,490.75
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1603

RECEIPT INTO 2901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00014306

RECEIVED

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

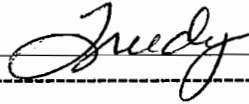
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 2/24/2004
ORIGINAL COST 3,490.75
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1603

RECEIPT INTO 2901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

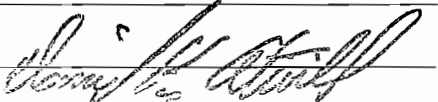
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00014737

RECEIVED

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 66 Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF *1251*

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE *12/31/2004*
ORIGINAL COST *3,474.45*
ORIGINAL FUNDING SOURCE *2787*
ASSET GROUP *1403*

RECEIPT INTO *2901-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *319-2013*

DATE APPROVED *7-16-13*

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00014738

RECEIVED

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES/DOES NOT~~ (circle one) ~~WISH TO TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IFL Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 1/4/2005
ORIGINAL COST 3,474.45
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1403

RECEIPT INTO 8901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00014739

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

RECEIVED

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES/DOES NOT~~ (circle one) ~~WISH TO TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6C Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF *1251*

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE *1/4/2005*
ORIGINAL COST *3,474.45*
ORIGINAL FUNDING SOURCE *2787*
ASSET GROUP *1603*

RECEIPT INTO *2901-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *319-2013*

DATE APPROVED *7-16-13*

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00015171

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

RECEIVED

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

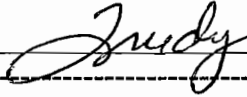
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/6/2005
ORIGINAL COST 3,636.06
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1603

RECEIPT INTO 2901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

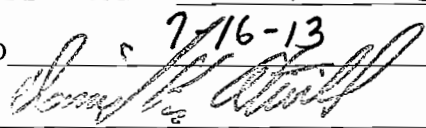
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00015172

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

RECEIVED

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

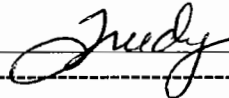
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In E66 Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/6/2005
ORIGINAL COST 3,636.06
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1403

RECEIPT INTO 2901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00015173

RECEIVED

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) ~~WISH TO TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is applicable to computer equipment only)

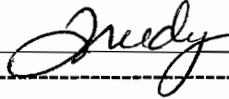
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF *1251*

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE *12/6/2005*
ORIGINAL COST *3,636.06*
ORIGINAL FUNDING SOURCE *2787*
ASSET GROUP *1603*

RECEIPT INTO *2901-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

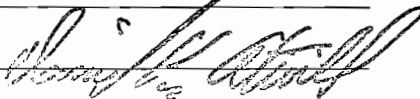
____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *319-2013*

DATE APPROVED *7-16-13*

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00015174

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

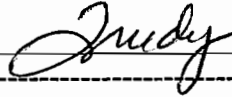
COUNTY/COURT IT DEPT. (circle one) ~~DOES/DOES NOT~~ (circle one) ~~WISH TO TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF *1251*

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE *12/6/2005*
ORIGINAL COST *3,436.06*
ORIGINAL FUNDING SOURCE *2787*
ASSET GROUP *1603*

RECEIPT INTO *2901-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

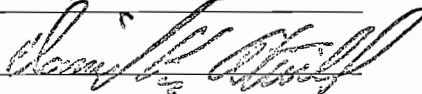
___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *319-2013*

DATE APPROVED *7-16-13*

SIGNATURE



RECEIVED

JUN 12 2013

BOONE COUNTY AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00015175

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

RECEIVED

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

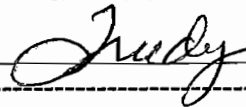
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/6/2005
ORIGINAL COST 3,636.06
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1403

RECEIPT INTO 2901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

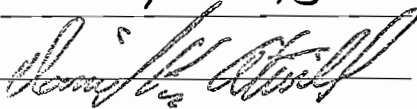
____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00015176

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

RECEIVED

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT


COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 66 Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/6/2005
ORIGINAL COST 3,636.06
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1603

RECEIPT INTO 2901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 11, 2013

FIXED ASSET TAG NUMBER: 00015177

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

RECEIVED

JUN 12 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT/IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Storage Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF *1251*

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE *12/6/2005*
ORIGINAL COST *3,636.06*
ORIGINAL FUNDING SOURCE *2787*
ASSET GROUP *1603*

RECEIPT INTO *2901-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *319-2013*

DATE APPROVED *7-16-13*

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 12, 2013

FIXED ASSET TAG NUMBER: 00016144

RECEIVED

DESCRIPTION HP DC5700
PC WORKSTATION

JUN 14 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Storage Room 123.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PUBLIC WORKS 2040

SIGNATURE

Judy Fisher

AUDITOR

ORIGINAL PURCHASE DATE 4/12/2007
ORIGINAL COST 748.00
ORIGINAL FUNDING SOURCE 2741
ASSET GROUP 1603

RECEIPT INTO 2045-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 13, 2013

FIXED ASSET TAG NUMBER: 00014484

RECEIVED

DESCRIPTION HP D530
PC WORKSTATION

JUN 14 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: COUNTY COMMISSION 1121

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 7/8/2004
ORIGINAL COST 1,532.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 7603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 28, 2013

FIXED ASSET TAG NUMBER: 00014802

RECEIVED

DESCRIPTION HP DC7100
PC WORKSTATION

JUL - 2 2013

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: ASSESSOR *2010*

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE *2/17/2005*
ORIGINAL COST *978.00*
ORIGINAL FUNDING SOURCE *2743*
ASSET GROUP *1603*

RECEIPT INTO *2010-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *319-2013*

DATE APPROVED *7-16-13*

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : July 1, 2013

FIXED ASSET TAG NUMBER: 00015022

DESCRIPTION HP DC7100
PC WORKSTATION

RECEIVED

JUL - 2 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PROSECUTING ATTORNEY 1261

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 4/15/2005
ORIGINAL COST 1,074.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : July 1, 2013

FIXED ASSET TAG NUMBER: 00015024

RECEIVED

DESCRIPTION HP DC7100
PC WORKSTATION

JUL - 2 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PROSECUTING ATTORNEY 1261

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 6/15/2005
ORIGINAL COST 1,074.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 27, 2013

FIXED ASSET TAG NUMBER: 00015439

RECEIVED

DESCRIPTION HP L1740
MONITOR LCD 17 INCH

JUL - 2 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: NOT WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: MAIL SERVICES 1194

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 5/5/2006
ORIGINAL COST 290.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : July 3, 2013

FIXED ASSET TAG NUMBER: 00014423

RECEIVED

DESCRIPTION HP NC8000
LAPTOP NOTEBOOK

JUL - 3 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO ~~TRANSFER~~ THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In #6L Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251 SIGNATURE *Judy*

AUDITOR

GRANT PURCHASED
BELOW \$5,000

ORIGINAL PURCHASE DATE 6/15/2004
ORIGINAL COST 1,909.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE : July 3, 2013

FIXED ASSET TAG NUMBER: 00016998

JUL - 3 2013

DESCRIPTION HP L1710
MONITOR LCD 17 INCH

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO ~~TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In bc Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

*Grant Purchased -
Below \$5,000*

ORIGINAL PURCHASE DATE 10/8/2009
ORIGINAL COST 118.00
ORIGINAL FUNDING SOURCE 2744
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00016527

RECEIVED

DESCRIPTION HP DC7600S
PC WORKSTATION

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: POSITION ELIMINATED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES

1263

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 3/25/2008
ORIGINAL COST 54.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00014829

JUN 20 2013

DESCRIPTION HP DC7100
PC WORKSTATION

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES~~ DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Storage Rm 123.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOLOGY 1176 SIGNATURE _____

AUDITOR

ORIGINAL PURCHASE DATE 3/9/2005 RECEIPT INTO 1190-3835
ORIGINAL COST 1,777.00
ORIGINAL FUNDING SOURCE 2731 TRANSFER CONFIRMED _____
ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: June 19, 2013

FIXED ASSET TAG NUMBER: 00012314

RECEIVED

DESCRIPTION COMPAQ S710
MONITOR CRT 17 INCH

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2002 - VERY POOR

REASON FOR DISPOSITION: POSITION ELIMINATED

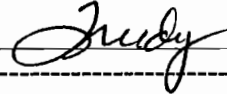
COUNTY/COURT IT DEPT (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6C Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES 1263

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 7/4/2000
ORIGINAL COST 166.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00014583

RECEIVED

DESCRIPTION HP L1730
MONITOR LCD 17 INCH

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6C Storage Rm 123.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PURCHASING 1118 SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 9/9/2004 RECEIPT INTO 1190-3835
ORIGINAL COST 1.00
ORIGINAL FUNDING SOURCE 2731 TRANSFER CONFIRMED _____
ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: June 17, 2013

FIXED ASSET TAG NUMBER: 00015178

RECEIVED

JUN 20 2013

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (~~circle one~~) DOES/DOES NOT (~~circle one~~) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In GC Storage Rm 123.*

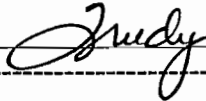
WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF

1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/6/2005
ORIGINAL COST 3,636.06
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1603

RECEIPT INTO 2901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00016510

DESCRIPTION HP V7550
MONITOR CRT 17 INCH

RECEIVED

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2004 - VERY POOR

REASON FOR DISPOSITION: POSITION ELIMINATED

COUNTY/COURT IT DEPT. (circle one) ~~DOES~~/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Storage Rm 123.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES *1263* SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 3/25/2008 RECEIPT INTO 1190-3835
ORIGINAL COST 55.00
ORIGINAL FUNDING SOURCE 2731 TRANSFER CONFIRMED _____
ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00016513

DESCRIPTION HP D530
PC WORKSTATION

RECEIVED

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: POSITION ELIMINATED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES *1263*

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE *3/25/2008*
ORIGINAL COST *55.00*
ORIGINAL FUNDING SOURCE *2731*
ASSET GROUP *1603*

RECEIPT INTO *1190-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *319-2013*

DATE APPROVED *7-16-13*

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00016519

RECEIVED

DESCRIPTION HP D530
PC WORKSTATION

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: POSITION ELIMINATED

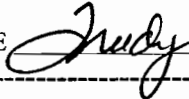
COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Storage Rm 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES 1263

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 3/25/2008
ORIGINAL COST 55.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00016522

DESCRIPTION HP V7550
MONITOR CRT 17 INCH

RECEIVED

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2004 - VERY POOR

REASON FOR DISPOSITION: POSITION ELIMINATED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In GL Storage Rm 123.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES 1263

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 3/25/2008
ORIGINAL COST 55.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00016524

RECEIVED

DESCRIPTION HP V7550
MONITOR CRT 17 INCH

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2005 - VERY POOR

REASON FOR DISPOSITION: POSITION ELIMINATED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

As soon as possible - In 6L Storage Rm 123

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES 1263

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 3/25/2008
ORIGINAL COST 54.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE

[Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00016525

RECEIVED

DESCRIPTION HP DC5000
PC WORKSTATION

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: POSITION ELIMINATED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NEITHER

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible - In 6L Storage Rm 123

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES 1263

SIGNATURE Judy

AUDITOR

ORIGINAL PURCHASE DATE 3/25/2008
ORIGINAL COST 54.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1196-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 19, 2013

FIXED ASSET TAG NUMBER: 00016526

RECEIVED

DESCRIPTION HP V7650
MONITOR CRT 17 INCH

JUN 20 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2006 - VERY POOR

REASON FOR DISPOSITION: POSITION ELIMINATED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In GL Storage Rm 123.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: CHILD SERVICES 1263

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 3/25/2008
ORIGINAL COST 54.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 319-2013

DATE APPROVED 7-16-13

SIGNATURE *[Signature]*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

16th

day of

July

20 13

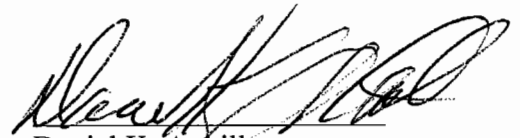
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Courthouse Plaza Use Policy.

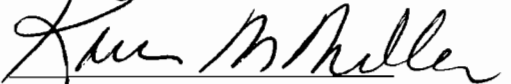
Done this 16th day of July, 2013

ATTEST:

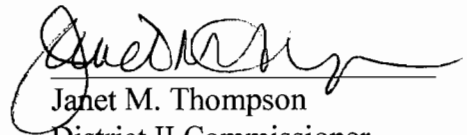
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

BOONE COUNTY COURTHOUSE PLAZA USE POLICY

Policy:

Non-profit groups may use the Boone County Courthouse Plaza for the purposes of gathering and facilitating community activities. Completed Applications for Organizational Use of the Boone County Courthouse Plaza must be submitted to the Boone County Commission Office at least 45 days prior to the anticipated event but no more than one year before the event. Applications will be reviewed at the biweekly Commission meeting and, if approved, documented as an official Commission Order. Political fundraisers or commercial activities are prohibited.

General Conditions:

1. The group/organization reserving the Courthouse Plaza and the purpose of such reservation must be cultural, recreational, educational, or religious in nature. Political fundraisers (campaign or candidate) or commercial activities are prohibited.
2. Events held in the Courthouse Plaza may be conducted between 6:00AM and 11:00PM, but cannot interfere with business being conducted at the Court House and/or Government Center. Events must comply with all applicable municipal and county ordinances on noise abatement and public health.
3. Applicants may request use of both the Courthouse Plaza and the Boone County Government Center Chambers. In such cases, applicants must complete and submit both the Application for Organizational Use of the Boone County Courthouse Plaza and Applications for Organizational Use of the Boone County Government Center.
4. Use of the Boone County Government Center Chambers may be used in conjunction with the Courthouse Plaza. If using the Courthouse Plaza only when a separate event has already been scheduled in the Boone County Government Center Chambers, no interference will be allowed with any existing exhibit or ongoing activity.
5. Organizations and user groups are not authorized to suggest County of Boone endorsement or sponsorship in their invitation or publicity.
6. Themes must be approved by the Boone County Commission and must be consistent with promoting community culture, recreation, and education.
7. External receptions and meal functions may have food prepared on-site providing all existing health regulations are followed. Any external food vendors set up in association with any activity must comply with all federal, state and local applicable ordinances, rules and regulations.
8. Alcoholic beverages will be permitted only with advance approval by the Boone County Commission.
9. A refundable deposit will be required at the time of application based on the fee scale provided in the Boone County Courthouse Plaza Rules and Regulations.
10. The group reserving the facility is responsible for all setup and site cleanup. The site must be left in the same condition as it was prior to the event. The refundable deposit will be retained by the County to cover the costs of any necessary clean up. Additional

fees may be assessed for any damage to Boone County property, including damage to plants and landscaping.

11. Time required for setup prior to the event as well as time required for cleanup after the event should be included in the time requested on the Application for Organizational use of the Boone County Courthouse Plaza. Setup for any event may be done early provided that it does not interfere with previously scheduled use of the space or with the function of county government. Clean up must be completed immediately following the event.
12. To avoid conflict with law enforcement, fire or medical needs, all vehicles must be parked in approved parking areas; no vehicles shall be left anywhere in the alley south of the Government Center. Vehicles are not permitted in the Courthouse Plaza.
13. Smoking is prohibited in all Boone County buildings **and** on Boone County property except in designated areas. Smoking is prohibited on the entirety of the Courthouse Plaza. Designated smoking areas are located on the east side of the Boone County Government Center and the west side of the Boone County Courthouse.
14. Dogs shall be on leashes at all times with a maximum leash length of four (4) feet. Dog waste shall be cleaned up by the individual responsible for the dog and disposed of properly.
15. The permittee shall indemnify and hold harmless the County of Boone, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury, death or damage to property or others directly or indirectly due to the exercise by the permittee of the privilege granted by this permit, or any other act or omission of permittee, including the failure to comply with the rules of use.
16. The group or organization will be charged for any damage to the facility. Privilege of use can be revoked for non-compliance.
17. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.). User groups may request access to electrical outlets on the Application for Organizational Use of the Boone County Courthouse Plaza.
18. By completing and submitting the Application for Organizational Use of the Boone County Courthouse Plaza, individual and organization agree to the terms set forth in the Boone County Courthouse Plaza Rules and Regulations.
19. Boone County reserves the right to cancel or alter the schedule of meetings approved for use of the Boone County Government Center due to an emergency or any conflicts in scheduling for governmental use. If this should occur, every effort will be made to contact the organization/group and give ample advance notice.
20. If an event is required to have insurance, a copy of the Certificate of Insurance must be filed with the Commission office at least fourteen (14) days prior to the event.

Request:

- Person or organization requesting use must complete the Application for Organizational Use of the Boone County Courthouse Plaza and deliver by hand, email, mail or fax to the office of the Boone County Commission at least 45 days prior to the anticipated event.

Refundable deposit must accompany application in the form of a check; applications received online or via fax will be held until a deposit check is received.

- All requests for use of the Boone County Courthouse Plaza must be approved by the Boone County Commission. Applications for Organizational Use of the Boone County Courthouse Plaza will be added to the agenda for review at the biweekly meeting of the County Commission.
- Approval will be granted on first come, first serve basis, and will be on a space available basis only.
- Space may be reserved up to one (1) year prior to the scheduled event date.
- External use may be scheduled between 6:00AM and 11:00PM. However, the requesting person or organization must abide by noise ordinances and comply with any applicable federal, state or local regulations.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 16th day of July 20 13

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
Kevin Murphy	Planning & Zoning Commission	July 16, 2013 through April 1, 2017

Done this 16th day of July, 2013.

ATTEST:

Wendy S. Noren
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 Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Commission Term: _____

Current Township: ~~Columbia~~ PERCHE Today's Date: 7/10/2013

Name: Kevin Murphy

Home Address: 8605 N. Cedar Ct.
City: Columbia Zip Code: 65202

Business Address: 3401 Broadway Business Park Ct. Suite 105
City: Columbia Zip Code: 65203

Home Phone: 573-529-2642 Work Phone: 573-817-5750
Fax: 573-817-1617 E-mail: kevin@acivilgroup.com

Qualifications: I have been in the civil engineering/land planning/surveying field for over 20 years in the community in both public and private sectors.

Past Community Service: Boone County P&Z Commission, City of Columbia Comprehensive Plan Task Force, United Way volunteer, Columbia Pride Soccer

References: Tim Teddy, City of Columbia Director of Community Development
Tom Bass local land owner & farmer

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To:
Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 16th day of July 20 13

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 Courthouse Plaza by Really, Really Free Market of Columbia for July 21, 2013 from 10:30 a.m. to 1:30 p.m.

Done this 16th day of July, 2013.

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 COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Really, Really Free Market of Columbia, MO _____

Address: No address for group _____

City: Columbia _____ State: MO _____ ZIP Code _____

Phone: No phone for group. See: Organizer

Website: https://www.facebook.com/RRFMCoMo _____

Individual Requesting Use: **Alisa Hoyt** _____

Position in Organization : Event Organizer and Facebook page manager _____

Address: 206 Alexander Ave. _____

City: Columbia _____ State: MO _____ ZIP Code: 65203 _____

Phone: 573-268-4397 _____ Email: revitalizedeyes@gmail.com _____

Event: **Really, Really Free Market** _____

Description of Use (ex. Concert, speaker, 5K)

The Really, Really Free Market (RRFM) movement is non-commercial temporary market based on an alternative gift economy. A RRFM usually takes place in an open community space such as a public park or community commons with the intent of people giving away things they don't or need any longer, or offering simple services or activities. (face painting, hula instruction, chair massages, etc) There is no commerce, no trade, no barter, and no advertising or business promotion allowed. Our mission is to promote an alternative to the exchange economy and help transform community relationships through the experience. _____

Date(s) of Use: Sunday, July 21, 2013 _____

Start Time of Setup: 10:30 am

Start Time of Event: 11:00 am _____

End Time of Event: 1:00 pm _____

End Time of Cleanup: 1:30 pm _____

Emergency Contact During Event: Alisa Hoyt Phone: 573-268-4397 _____

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:

I only use the Facebook page to promote the event. Attendees also share with people they know. It's all done by word of mouth and individual efforts.

How many attendees (including volunteers) do you anticipate being at your event?

We've never had more than 100-120 people in total attendance. Typically it's around 75-100 over the course of 3 hours. _____

If you anticipate more than 50 attendees (including volunteers) at your event, please attach a Fire Safety, Public Safety and Evacuation Plan to application.

I don't have a plan, other than being present for the duration of the event. Since it's in open space I've never been concerned with evacuation planning. I do monitor people's activities, watch for stray children, and am available to call 911 in an emergency. Since there is a No Smoking ordinance, I will be on the watch for that as well. The nature of the RRFM doesn't require me to be pre-disposed at any given time. My sole job is to organize, clean-up and monitor activity. _____

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 selling food and/or non-alcoholic drinks? Yes No

Will you be selling alcoholic beverages? Yes No

Will you be selling non-food items? Yes No

Will outside vendors be selling food, beverages or non-food items at this event? Yes No _____

Will you be requesting a road and/or sidewalk closure? Yes No

Does your event include cooking or use of open flames? Yes No

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

Will you be using portable toilets for your event? Yes No

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 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: Alisa Hoyt, Organizer _____

Address: 206 Alexander Ave., Columbia, MO _____

Phone Number: 573-268-4397 Date of Application: July 11, 2013 _____

Email Address: revitalizedeyes@gmail.com _____

Signature: Alisa B Hoyt _____

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 7-16-13 _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 16th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Geocaching/Letterboxing Placement Permit for Slim Pickens. It is further ordered the Presiding Commissioner is hereby authorized to sign said Placement Permit.

Done this 16th day of July, 2013.

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

Official Geocaching/Letterboxing Placement Permit

This permit is valid for **12 months** from the date approved. After that date, 1) a request for renewal of the original permit must be approved (i.e., no changes need to be made) OR 2) the treasure container must be moved or information updated AND a new permit issued OR 3) container must be removed from the premises.

Geocache/Letterbox Owner Information (PRINT):

Name DUSTIN HOFFMANN

Trail Name/ User Nickname as it appears on the letterboxing or geocaching website: UNIT2010

Address 506 SOUTHAMPTON DRIVE COLUMBIA MO 65203

Phone number (573) 499-1918 E-mail address UNIT2010@UNIT2010.COM

Name of treasure container as listed on website(s): BRANCHES, BICYCLES AND BARE FEET

Physical description of container BLACK MIGHTY ALFA CONTAINER (WATERPROOF METAL CYLINDER)

Official Geocache/Letterbox Label Water resistant Photograph attached

GPS Location coordinates N 2: 15 W 10 WGS84 NAD 27

AND/OR

Physical description of location (required for letterboxes) M. ...

... TRAIL ...

Virtual container On-site container Offset cache (geocaches only)

Multi-cache or series (5 maximum – list each location information on back or on additional sheet)

I understand that containers not in compliance with the terms of this permit will be removed from the property and this permit voided for failure to comply.

I understand that I am to monitor the container(s) monthly and maintain it/them to be family friendly. I have read and understand the terms of this permit and agree to comply accordingly. I will retain a copy of this permit for my records.

Signature of Applicant [Signature] Date JULY 12, 2013

APPROVED DENIED Justification: _____

Approving Commissioner [Signature] Date 7-16-13 E-mail address _____

Original Permit Expires _____

Renewal(s) Expires _____



BBAF 1

BBBF 2



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 16th day of July 20 13

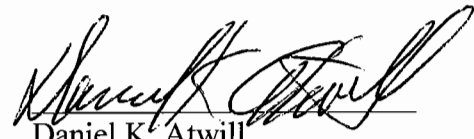
the following, among other proceedings, were had, viz:

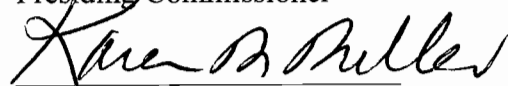
Now on this day the County Commission of the County of Boone does hereby approve the Geocaching/Letterboxing Placement Permit for Branches, Bicycles and Bare Feet (BBBF). It is further ordered the Presiding Commissioner is hereby authorized to sign said Placement Permit.


Done this 16th day of July, 2013.

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 Commission

Official Geocaching/Letterboxing Placement Permit

This permit is valid for **12 months** from the date approved. After that date, 1) a request for renewal of the original permit must be approved (i.e., no changes need to be made) OR 2) the treasure container must be moved or information updated AND a new permit issued OR 3) container must be removed from the premises.

Geocache/Letterbox Owner Information (PRINT):

Name DUSTIN HOEFMANN

Trail Name/ User Nickname as it appears on the letterboxing or geocaching website: UM172010

Address 506 SOUTHAMPSON DRIVE COLUMBIA, MO 65203

Phone number (573) 499-1968 E-mail address UM172010@UM172010.COM

Name of treasure container as listed on website(s): SUN PICKINS

Physical description of container BLUE BISON TUBE

Official Geocache/Letterbox Label Water resistant Photograph attached

GPS Location coordinates 38° 55' 00" N 90° 30' 00" W WGS84 NAD 27

AND/OR

Physical description of location (required for letterboxes) at the end of a driveway

Virtual container On-site container Offset cache (geocaches only)

Multi-cache or series (5 maximum – list each location information on back or on additional sheet)

I understand that containers not in compliance with the terms of this permit will be removed from the property and this permit voided for failure to comply.

I understand that I am to monitor the container(s) monthly and maintain it/them to be family friendly. I have read and understand the terms of this permit and agree to comply accordingly. I will retain a copy of this permit for my records.

Signature of Applicant [Signature] Date July 12, 2013

APPROVED	DENIED	Justification:
<u>[Signature]</u>		
Approving Commissioner	Date	E-mail address
	<u>7-16-13</u>	
Original Permit Expires	_____	
Renewal(s) Expires	_____	

