

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

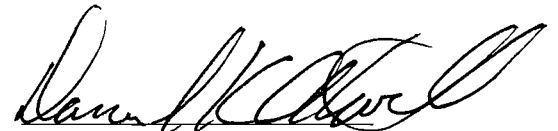
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to renew the attached list of sole source vendors for another year, ending on December 31, 2015.

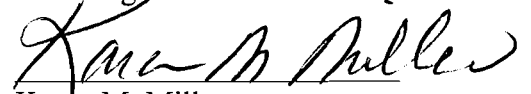
Done this 23rd day of December, 2014.

ATTEST:


Wendy S. Noen
Wendy S. Noen
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

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 5, 2014
RE: Sole Source Approved Vendor List for 2015

Purchasing has received requests from departments/offices to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year, ending on December 31, 2015. The 2015 list of vendors was advertised in the Columbia Missourian and Columbia Tribune on December 9, 2014.

ATTACHMENT: 2015 Sole Source List

2015 SOLE SOURCE APPROVAL			Commission Order #					
Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Accutime Corporation	Public Works	Time Clock with Software	On-Going on Maintenance	4/18/02 - Karen Miller		Yes	20-071502 (renewed through 12/31/14)	Equipment must be compatible with existing Accutime time clock.
Al Scheppers Motors,	Public Works	International Engine and Body Parts	On-Going	12/18/2001 - Karen Miller		Yes	06-123102 (renewed through 12/31/14)	Only International distributor authorized to sell OEM parts in this area. OEM parts are warranted against failure whereas aftermarket parts only warranted for 30 days
Air Systems LLC	Commission	Teletrol Control System - HVAC repair and service at Central MO Events Center	On-Going	1/17/13 Dan Atwill & C.O. 44-2014 on 1/13/14	\$10,700.00	Yes	111-123113SS (renewed through 12/31/14)	Only authorized vendor for service and maintenance on existing Teletrol control system.
Aldon Computer Group a Subsidiary of Rocket Software, Inc.	Information Technology	Maintenance for Aldon Computer Software - Rocket Software - Life Cycle Manager	On-going on maintenance	10/23/12 - Dan Atwill; c.o. 518-2012	\$8,993.00	Yes	110-123113SS (renewed through 12/31/14)	Only source for annual software updates and maintenance on existing software.
C&C Group (used to be Invensys Building Ssystems)	Facilities Maintenance	Temperature control system Service Agreement for HVAC located at the Boone County Court House, Government Center and Jail to monitor existing Invensys's equipment.	On-Going	4/18/02 - Karen Miller		Yes	18-123102 (renewed through 12/31/14)	Used for upgrades to existing vendor specific software. Only available from this vendor.
CarteGraph	Resource Management	Upgrade and evaluation of existing PW software (on-going for future evaluations)	On-going on maintenance	1/23/02 - Karen Miller		Yes	12-123102 (renewed through 12/31/14)	Used for upgrades to existing vendor specific software. Only available from this vendor.
CenturyLink	Joint Communication (Joe Piper)	Cassidian Communications(formerly CML) Sentinel Patriot - upgrading E911 system making it NG911 (Next Generation) capable and replacing the ANI/ALI Controller	On-going on maintenance	8/16/2011	\$597,745.96	Yes	105-123111SS (renewed through 12/31/14)	Only source for upgrade to existing equipment.
CenturyLink	Information Technology / Purchasing	Centrex Phone System	On-Going	7/26/2012 - Dan Atwill	\$61,428.00	Yes	109-123112SS (renewed through 7/28/15)	Sole source for existing phone system equipment.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
City of Columbia Water and Light	Information Technology	Fiber Optic Cable Installation and Lease	On-going	12/20/04 - Skip Elkin		Yes	51-123105 (renewed through 12/31/14)	Only feasible source for existing fiber optic cables at Johnson Bldg, Child Support, Public Works & Sheriff Dept.
Corsair Controls	JJC	Upgrade to Door Locking System at JJC	One-Time	44-2014 C.O. 1/13/2014	\$23,550.00	Yes	113-033114SS	Only source for upgrade to existing equipment.
Corsair Controls	Sheriff	Upgrade to Jail Door Locking System	On-Going	8/1/06 - Skip Elkin		Yes	70-123106SS (renewed through 12/31/14)	Only source of equipment compatible with existing system
Crown Power & Equipment Company	Public Works	OEM Parts for Case Backhoes and Wheel Loaders	On-Going	10/1/02 - Skip Elkin		Yes	27-123102 (renewed through 12/31/14)	Only source for this territory in Central MO to sell and distribute OEM Parts and authorized dealer for OEM Repairs for Case Backhoes and Wheel Loader
Crown Power & Equipment Company	Public Works	Tiger Mower Parts	On-Going	9/22/09 - Ken Pearson		Yes	89-123109SS (renewed through 12/31/14)	Only authorized dealer for Tiger Mower parts & equipment sales in our area.
Cybernetics	Information Technology	LTO Tape Library	On-Going on Maintenance	12/8/04 - Skip Elkin		Yes	50-123104 (renewed through 12/31/14)	Only manufacturer of technology that supports existing system
Cybernetics	Information Technology	Virtual Tape Disk Backup (D2D2T)	On-Going on Maintenance	1/28/05 - Karen Miller	\$1,935.00	Yes	55-123105 (renewed through 12/31/14)	Only manufacturer of technology that supports existing system
Cybernetics	Information Technology	miSAN (Storage Area Network)	On-Going on Maintenance	3/18/05 - Karen Miller	\$7,980.00	Yes	58-123105 (renewed through 12/31/14)	Only manufacturer of technology that supports existing system
Direct Hit Systems, Inc.	Information Technology/Sheriff	THREADS Analysis Software and Maintenance	On-Going on Maintenance		\$13,500.00		107-123112SS (renewed through 12/31/14)	Sole source for this investigative software that is compatible with 2 existing products currently used by the Sheriff Dept
Ed Roehr	Sheriff	Taser Units and Cartridges	On-Going - but review yearly for new competition	1/13/05 - Skip Elkin	Units: \$21,000; Cartridges: \$6,990	Yes	54-123105 (renewed through 12/31/14)	Only authorized dealer of Taser model X26 for which the Sheriff Dept already has an inventory of accessories.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Election Systems & Software, Inc.	Boone County Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02	\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through 12/31/14)	Only production source for copyrighted ballot stock that is compatible with existing ballot scanners.
Election Systems & Software, Inc.	Boone County Clerk (Elections & Voter Registration)	Voting Equipment Supplies and Equipment Maintenance	On-Going		Varies by election		112-123113SS (renewed through 12/31/14)	Only source available for maintenance on existing ES&S equipment.
ESRI - Kansas City	Information Technology for Assessor	ESRI Software for GIS System	On-Going on maintenance	State Contract #C202051001 for maintenance -exp. 2/29/04	\$4,900.00	Original purchase from State Contract C80066400 1; 2014 state contract C20205100 1	19-123102 (renewed through 12/31/14)	Only vendor that sells ArcInfo and COGO software which is compatible with NovaLIS Parcel Editor, the software used to update and maintain the Assessor's parcel maps
First Christian Church	Commission	Parking Lot Rental	On-Going	3/8/11 C.O. 89-2011	\$17,000.00	Yes	102-123111SS (renewed through 12/31/14)	Only source available for lease of specific lot in close proximity to Government Center.
GW Van Keppel	Public Works	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001		Yes	07-123102 (renewed through 12/31/14)	Made-to-order machine maintenance; Only authorized distributor for parts/repair on Entyre Equipment in MO/KS.
Henke Manufacturing Corporation	Public Works	Snow Plow Parts	On-Going	Ken Pearson 12/30/10 - C.O. 610-2010		Yes	100-123111SS (renewed through 12/31/14)	Only source for comprehensive list of parts and repair for snow plows purchased from this vendor.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Infor Public Sector, Inc. (Enroute)	Joint Communications	Upgrade to SQL CAD system (Computer-Aided Dispatch)	12/31/2015	9/25/14 Dan Atwill C.O. 451-2014	\$352,000.00	Yes	115-123115SS	Upgrade to CAD system originally bid by the City of Columbia in 1993. This system assists Emergency Telecommunicators to initiate public safety calls for service, dispatch emergency responders and maintain status of emergency responder resources in the field.
InterAct Public Safety Systems (InterAct911)	Sheriff	Maintenance on Mobile Data Terminals	On-Going	4/11/06 - Skip Elkin	\$9,448.20	Yes	63-123106SS (renewed through 12/31/14)	Sole source for maintenance on existing Bio-Key equipment.
iTera	Information Technology	GuardianSave Software - AS400 Backup Software maintenance	On-Going on Maintenance	10/21/05 - Karen Miller	\$1,800.00	No	61-123105 (renewed through 12/31/14)	Sole source for AS/400 software that backs up AS/400 database files real-time and backs them up to remote, non-proprietary storage using standard FTP protocol (a major requirement of disaster recovery.)
I/TX Information Technology Solutions, Inc.	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	On-Going	11/21/02 - Don Stamper - Commission Order 489-2002	6700 (10,007.64 for 2009)	Yes - CO 489-2002	29-123103 (Renewed through 12/31/14)	Only known source for critical system upgrades and online tech support for the existing mugshot system purchased from this vendor
Knapheide Truck Equipment Company	Public Works	Hydraulic Parts and Repairs for Heavy Trucks	On-Going	2/5/02 - Karen Miller		Yes	13-123102 (renewed through 12/31/14)	Only authorized dealer for parts/repairs of Knapheide equipment in our area
L3 Communications Mobile-Vision, Inc.	Sheriff	Digital Evidence Networked Server and DEP Application Software, Single workstation, Backup/Archiving Station, Training, Wireless Access Points (2), Surge Protector	Extended Maintenance on Equipment Purchased in 2008 no longer has an EMA	3/25/08 - c.o. 151-2008		Yes	81-123108SS (renewed through 12/31/14)	Software proprietary to manufacturer of existing equipment.
L-3 Communications (Mobile Vision)	Sheriff	Video Camera Systems for Patrol Cars plus yearly maintenance agreement	On-going	c.o. 11-2009		Yes	84-123109SS (renewed through 12/31/14)	Only one source available for maintenance on existing systems purchased by this vendor.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Maintenance Connection	Facilities Maintenance & Sheriff	Software for Work Order Management	On-Going		\$2,696.40		108-123112SS (renewed through 12/31/14)	Only source for maintenance of existing software.
Mobilis Technologies	Recorder of Deeds	Software Maintenance for iRecord System	On-Going	1/17/2008		Yes - C.O. 41-2008	79-123108SS (renewed through 12/31/14)	Only source for maintenance of existing equipment.
Novell MLA - World Wide Technology	Information Technology	Software Upgrade Assurance and Maintenance	On-Going	4/18/01 - Karen Miller		State Contract C800664001	02-073102 (Renewed through 12/31/14)	Only source available for maintenance; ensures our Novell software stays up to date, without it we will not be able to upgrade at no charge.
Pitney Bowes, Inc	Information Technology	Annual hardware maintenance on postage and inserter machines	On-Going	8/10/11 - Ken Pearson		Yes, C.O. 375-2010	97-123110SS (renewed through 12/31/14)	Software support and maintenance for existing equipment/software purchased from this vendor.
Rave Wireless, Inc. (Rave Mobile Safety)	Joint Communications	Smart911 Subscription	6/29/15 (2 renewals)	7/22/14 Dan Atwill	\$20,000/yr	Yes, C.O. 354-2014	114-063015SS	Subscription for Smart911 - access to citizen information. Citizens can enter any information that they want 911 to have about their residence/family.
Real Vision Software, Inc.	Information Technology	Annual software support for Real Vision Software IBM Power System	On-Going	6/21/11 - Ed Robb	\$4,500.00	C.O. 232-2011	104-123111SS (renewed through 12/31/14)	Only source available for software support and updates to software purchased from RVI
Rife, Tom and Isabel	Commission	Parking Lot Rental - lot 355 & lot 348 in close proximity to the Boone County Government Center	On-Going	1/12/10 - Ken Pearson, c.o. 38-2010		Yes	93-123110SS (renewed through 12/31/14)	Only source available for lease of specific lot in close proximity to Government Center.
Sellers Equipment, Inc.	Public Works	Parts & Service for JCB Trackhoe	On-Going	2/16/10 - Ken Pearson, C.O. 76-2010		Yes	94-123110SS (renewed through 12/31/14)	Nearest available provider of service for this equipment in our area.
Stenograph, LLC	Court Administration	Software Support of Stenograph software for court reporter steno machines	On-Going	3/24/05 - Skip Elkin	\$1,425.00	Yes	59-123105 (Renewed through 12/31/14)	Sole source for maintenance on existing court reporter software.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Sydenstricker Implement Company	Public Works	John Deere tractor service	On-Going	2/28/2009		Yes - C.O. 349-2009	88-123109SS (renewed through 12/31/14)	Sydenstricker is the only feasible source available to provide repair service in our local area. There are other John Deere service centers in Missouri, but the cost of transporting would be prohibitive.
Sympro Inc.	Treasurer	Annual Maintenance and Support Renewal - Sympro Treasury Mgt Software	On-Going	5/23/06 - Skip Elkin		No	66-123106SS (renewed through 12/31/14)	Only source to provide maintenance to the existing software.
Taser International	Prosecuting Attorney	2 Standard Evidence.com licenses: 3 years	12/31/2016	11/13/2014	\$1,700.00	Yes - C.O. 517-2014	116-123116SS	Columbia police dept. uses body cameras. This allows our prosecutors the license to view this evidence
Tech Electronics	Court Administration	Courtroom Sound System	On-Going	6/29/2001		Yes - C.O. 47-2003	03-123102 (renewed through 12/31/14)	Only source to provide maintenance to the existing sound system which they installed after being awarded the competitively bid contract.
The Hoosier Company	Resource Management	NC-97 Speed Classifier Traffic Counters	On-Going	1/31/08 - Ken Pearson		Yes - C.O. 66-2008	80-123108SS (renewed through 12/31/14)	Only one authorized dealer in our area / compatible with existing equipment.
Tri-State Construction	Public Works	Parts for Motorgrader	On-Going	12/18/2001		Yes	08-123102 (renewed through 12/31/14)	Only source for OEM John Deere parts in our area

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
West Thomson Reuters Business	Boone County Counselor	Online Legal Services	On-Going	1/9/2002		Yes	09-010902 (Renewed through 12/31/14)	Westlaw uses a specially indexed and key word and topic identification and analysis system that is copyrighted and used by all courts. Other database systems exist but do not have the copyrighted West key number and key cite systems used by all courts for reference and research analysis. This is the industry standard legal services court case and annotated statute reporting system and the consequences of not securing this service would be the inability to cite cases and secondary material for legal writing compatible with the system used by the Courts.
Workwright Software, I	Information Technology	Maintenance on Per Postal Software - per Zip/Per Sort	On-Going	1/8/2009		Yes - C.O. 4-2009	86-123109SS (renewed through 12/31/14)	Workwright is the only vendor that can supply software upgrades to the existing software which was purchased from them.
Blue color signifies last number used.								

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

December Session of the October Adjourned

Term. 20 14

County of Boone

In the County Commission of said county, on the

23rd

day of

December

20 14

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

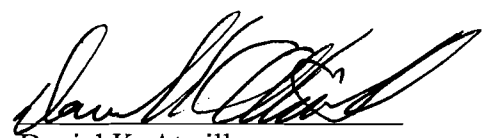
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 34-29JUL14 – Vehicle Preventative Maintenance Term & Supply.

The terms of this amendment are stipulated in the attached Contract Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

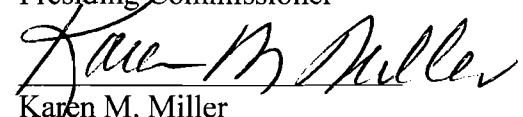
Done this 23rd day of December, 2014.

ATTEST:

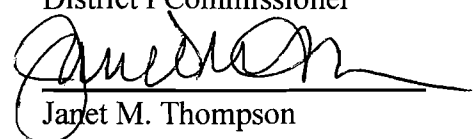
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Elizabeth Sanders
Senior Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders *ES*
DATE: December 11, 2014
RE: Contract Amendment Number One to 34-29JUL14 – *Vehicle Preventative Maintenance- Term & Supply*

Contract 34-29JUL14- Vehicle Preventative Maintenance was approved in commission on October 6, 2014 by Commission Order 473-2014. The attached Amendment One adds the following pricing item to this contract at the request of the Sheriff's Department:

Item 4.8.7. Maintenance, Cost per Vehicle Per Visit, using 8 Qts of Dexos oil or standard oil.

Jiffy Lube quoted \$43.80 if using Dexos Oil; \$31.44 for standard oil.
Big O Tires quoted \$41.50 is using Dexos Oil; \$31.50 for standard oil.

cc: Greg Edington
Chad Martin
Contract File

**CONTRACT AMENDMENT #1
VEHICLE PREVENTATIVE MAINTENANCE- TERM & SUPPLY
#34-29JUL14**

The Contract 34-29JUL14 dated October 6, 2014 made by and between Boone County, Missouri and **MFA Petroleum Company, dba Jiffy Lube**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADDED** to this contract is Item 4.8.7. for Maintenance, Cost Per Vehicle Per Visit using 8 Qts of Dexos oil at \$43.80. For standard oil, same service, Cost Per Vehicle Per Visit: \$31.44.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**MFA Petroleum Company
dba Jiffy Lube**

BOONE COUNTY, MISSOURI

by *Edward J. Harper*
title *Director of Pl. Operations*

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

J. Blaeser
County Counselor

Wendy S. Noren
Wendy S. Noren, 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 this contract do not create a measurable county obligation at this time.)

Jane E. Pitchford
Signature *by cef*

12/15/14
Date

1251,1255,1256/59100
Term and Supply
No Encumbrance Required
Appropriation Account

**CONTRACT AMENDMENT #1
VEHICLE PREVENTATIVE MAINTENANCE- TERM & SUPPLY
#34-29JUL14**

The Contract 34-29JUL14 dated October 6, 2014 made by and between Boone County, Missouri and **BORE/MPC LLC, dba Big O Tires**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADDED** to this contract is Item 4.8.7. for Maintenance, Cost Per Vehicle Per Visit using 8 Qts of Dexos oil at \$41.50. For standard oil, same service, Cost Per Vehicle Per Visit: \$31.50.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

BORE/MPC LLC d/b/a Big O Tires
 by Jessie L. Coats
 title Operations Director

BOONE COUNTY, MISSOURI
 by: Boone County Commission
Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
Wendy S. Noren
 Wendy S. Noren, 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 this contract do not create a measurable county obligation at this time.)

<u>[Signature]</u>	<u>12/15/14</u>	1251,1255,1256/59100
Signature <i>by [initials]</i>	Date	Term and Supply
		<u>No Encumbrance Required</u>
		Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to transfer one K-9 insert for a Ford Crown Victoria to the Cooper County Sheriff's department.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Transfer form.

Done this 23rd day of December, 2014

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Office Specialist



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

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: December 15, 2014

The Sheriff Department requests permission to transfer the following equipment to the Cooper County Sheriff's Department.

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	NO TAG	K-9 INSERT FOR FORD CROWN VICTORIA		SHERIFF	USED - WILL NOT WORK IN NEW VEHICLES	

cc: Heather Acton, Auditor
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12-15-2014

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: K-9 insert for Ford Crown Victoria

REQUESTED MEANS OF DISPOSAL: Transfer ownership to the Cooper County Sheriff's Department

OTHER INFORMATION: n/a

CONDITION OF ASSET: used

REASON FOR DISPOSITION: No longer have a need for it, will not work in new vehicles.

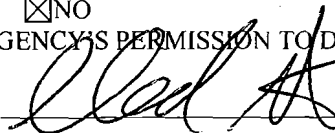
COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: n/a - Cooper Co will pick up from BCSD

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

DEPARTMENT: Sheriff

SIGNATURE



RECEIVED

DEC 15 2014

BOONE COUNTY AUDITOR

AUDITOR

ORIGINAL PURCHASE DATE No Data

RECEIPT INTO 1190 - 3836 HO

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

OTHER EXPLAIN Donate to Cooper County Sheriff Dept

COMMISSION ORDER NUMBER 589-2014

DATE APPROVED 12-23-14

SIGNATURE 

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December Session of the October Adjourned

Term. 20 14

County of Boone

In the County Commission of said county, on the

23rd

day of

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20 14

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

Now on this day the County Commission of the County of Boone does hereby award bid MM66 – Bituminous Materials Term & Supply to Missouri Petroleum Products Co., Vance Brothers, Inc. and Coastal Energy Corporation. The County will order each product from the Contractor offering the lowest price during each 4-month term of the contract.

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

Done this 23rd day of December, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
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Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders, CPPB
DATE: December 15, 2014
RE: MM66 – Bituminous Materials – Term and Supply

Request for Bid MM66 for Bituminous Materials closed on November 12, 2014. Three bids were received: Missouri Petroleum Products Co, Vance Brothers, Inc, and Coastal Energy Corporation. Purchasing and Public Works recommend award to all three vendors. County will order each product from the Contractor offering the lowest price during each 4-month term of the contract. Contractors will be allowed to adjust prices for the renewal terms, provided proof of manufacturer's price increase can be furnished to the County. Proposed price adjustments will be evaluated at each renewal period by the County and City of Columbia to determine if the contract will be renewed or re-bid. If renewed, purchases will be made from low bid, by line item, from the Contractor(s) offering the lowest price by line item.

This Term and Supply contract will be paid out of County department 2040-PW Maintenance Operations, account number 26400-Road Oil with \$480,000 budgeted.

Attached is a copy of the bid tabulation for your review.

cc: Chet Dunn, Greg Edington, Public Works
Cale Turner, City of Columbia

Bid File

RFB MM66 BITUMINOUS MATERIALS

	ITEM	QTY	Coastal Energy			Missouri Petroleum			Vance Brothers		
			Delivered Price/gal	Picked up- Price/gal 1000 gal minimum	Picked up Price/gal full transport load	Delivered Price/gal	Picked up- Price/gal 1000 gal minimum	Picked up Price/gal full transport load	Delivered Price/gal	Picked up- Price/gal 1000 gal minimum	Picked up Price/gal full transport load
1	CRS-2	250,000 gal	\$2.09	\$2.05	\$2.05	\$2.62	\$2.43	\$2.43	\$2.45	\$2.35	\$2.35
2	MC 3000	1,500 gal	\$3.09	\$3.04	\$3.04	\$3.37	\$3.18	\$3.18	\$3.65	\$3.55	\$3.55
3	PEP	6,000 gal	\$3.65	\$3.60	\$3.60	N/B	N/B	N/B	N/B	N/B	N/B
4	SS-1	Full Tanker	\$2.15	\$2.10	\$2.10	\$2.35	\$2.16	\$2.16	\$2.45	\$2.35	\$2.35
5	CRS-2P	230,000 gal	\$2.49	\$2.45	\$2.45	\$2.70	\$2.51	\$2.51	\$2.80	\$2.70	\$2.70
6	MC-800	Full Tanker	\$3.14	\$3.10	\$3.10	\$3.39	\$3.20	\$3.20	\$3.65	\$3.55	\$3.55
7	MC-30	Full Tanker	\$2.35	\$3.30	\$3.30	\$3.61	\$3.42	\$3.42	\$3.85	\$3.75	\$3.75
8	AEP	6,000 gal	\$2.65	\$2.60	\$2.60	N/B	N/B	N/B	N/B	N/B	N/B
9	CHFRS2-P	150,000 gal	\$2.52	\$2.47	\$2.47	\$2.73	\$2.54	\$2.54	\$2.90	\$2.80	\$2.80
10	EA-90	200,000 gal	\$2.05	\$2.00	\$2.00	\$2.00	\$2.15	\$2.15	\$2.50	\$2.40	\$2.40
11	EA-90P	150,000 gal	\$2.65	\$2.60	\$2.60	\$2.64	\$2.45	\$2.45	\$2.80	\$2.70	\$2.70
12	Demurrage Charge	Per Hour	\$70.00 per Hour			\$90.00 per Hour			\$70.00 per Hour		
13	Demurrage begins after:	# Hours	2 hours			1.5 hours			1.5 hours		
14	Delivery turnaround:	Days	1 day			1 day			1 day		
15	Renewals: Maximum % increase for any renewal period	%	10%			15%			50%		
16	Cooperative Purchasing?	Yes / No	Yes			Yes			No		

No Bids:

APAC Mo, Inc

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 23rd day of December 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Petroleum Products Co., LLC**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM66**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and the Contractor's bid response executed by Michael Hartman on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

2. Contract Duration - This initial agreement term shall be for the period **January 1, 2015 through April 30, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of Boone County for eight (8) additional four-month periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not. Renewal periods will begin with May 1, 2015 and final renewal period ending December 31, 2017.

3. Purchase - The Mid Missouri Public Purchasing Cooperative awarded contracts to three contractors for the products/materials detailed within. Participating members of the Cooperative will order each product from the Contractor offering the lowest price during each term of the contract. Any price increase at renewal term must be approved by Boone County Purchasing. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the County. Proposed price increases will be evaluated at each renewal period by Boone County and City of Columbia to determine if the contract will be renewed or rebid. If renewed, purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.

The items shall be provided as required in the bid specifications and in conformity with the contract as needed and as ordered for the prices set forth in the Contractor's bid response. If the Primary Contractor with the low bid proposes a delivery schedule that is not acceptable for either participating member of the Cooperative, then the Contractor with the next low bid will be contacted to schedule delivery of items.

4. Delivery - Contractor agrees to deliver the items as specified within one to two days after receipt of order.

5. Billing and Payment - All billing for orders made by Boone County shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid

response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remain in full force and effect.


7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

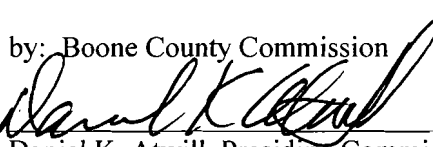
8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if it is the opinion of the Boone County Commission that delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

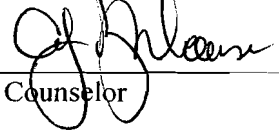
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

MISSOURI PETROLEUM PRODUCTS CO., LLC BOONE COUNTY, MISSOURI

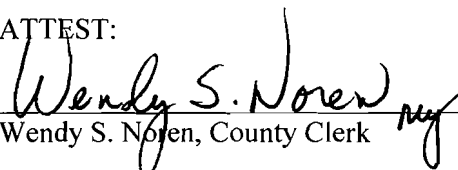
by  MIKE HARTMAN
 title TERRITORY MANAGER
 address 1620 WOODSON RD
ST. LOUIS, MO 63114

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

ATTEST:


 Wendy S. Noren, 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 this contract do not create a measurable county obligation at this time.)


 Signature by caj

12/17/14
 Date

2040/26400 Term/Supply
No Encumbrance Reserved
 Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2014

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

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

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

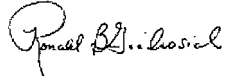
COVERAGES **CERTIFICATE NUMBER:UMPJD6YJ** **REVISION NUMBER:**

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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			31PKG8897201	03/31/2014	03/31/2015	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 type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			31PKG8897201	03/31/2014	03/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			42UMO10018501	03/31/2014	03/31/2015	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	31WCI8897101	03/31/2014	03/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: #RFB #MM66- Bituminous Materials - Term and Supply

The County of Boone is Additional Insured with respects to General Liability, Auto Liability and Umbrella coverage as required by written contract. Should any of the above policies be cancelled before expiration date thereof the issuing insurer will mail written notice of cancellation to the certificate holder as required by written contract.

CERTIFICATE HOLDER County of Boone 613 E Ash St Room 111 Columbia, MO 65201	CANCELLATION 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 



BOONE COUNTY, MISSOURI
Request for Bid #: MM66 – Bituminous Materials
Bid Submission Deadline: November 12, 2014, 2:00 pm CT

ADDENDUM #1 - Issued October 24, 2014

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

ADD the following material requirements as part of SPECIFICATIONS, Page 8 of the bid document, Item 5 "Conformance of Materials"-

Material conformance for CHFRS-2P (cationic high float rapid set emulsion) shall be to Missouri Standard Specifications for Highway Construction, dated 2011 or Current Edition, Division 1000, Materials Details, Section 409, and specifically as follows:

CHFRS-2P shall also meet 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 equal) blending agent.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid MM66 – **Bituminous Materials**, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Co., LLC

Address: 1620 Woodson Road, St. Louis, MO 63114

Phone Number: 314-219-7305 Fax Number: 314-991-9624

Authorized Representative Signature:  Date: 11/10/2014

Authorized Representative Printed Name: Michael Hartman



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM JANUARY 1, 2015 THROUGH APRIL 30, 2015 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR SUBSEQUENT 4-MONTH PERIODS, EXERCISED SEPARATELY, AND NOT TO EXCEED EIGHT (8) MAXIMUM PERIODS.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County, 613 E. Ash St., Room 111, Columbia, Mo 65201
Contact: Elizabeth Sanders, Senior Buyer
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5th Floor, Columbia, Mo 65201
Contact: Cale Turner, Senior Procurement Officer
(573) 874-7375

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative, including Special Road District of Boone County? A list of the current entity members is attached to this bid. YES X NO

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

"I agree to provide Bituminous Materials as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within 15 miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

 (X)

A negative answer to the above is not an evaluation factor for award of this contract.



**SPECIFICATIONS
For
BITUMINOUS MATERIALS—TERM AND SUPPLY**

1. The Mid-Missouri Public Purchasing Cooperative seeks bids from qualified organizations who can provide Bituminous Asphalt Mixtures to its participating members.
2. **Contract Term:** Entities participating in this request include the County of Boone and the City of Columbia. Each entity (hereinafter referred to as participating agency) will either enter into separate contractual agreement(s) or issue blanket purchase orders. Contract will be from January 1, 2015 through April 30, 2015 with subsequent 4-month renewal period options, not to exceed (8) renewal periods. This contract may also be cancelled by the Cooperative upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the Cooperative.
3. **Renewals:** Any price increases at time of renewal must be approved by the Cooperative. Contractor(s) will be allowed to adjust prices for the renewal term, provided that proof of manufacturer's price increase can be furnished to the Cooperative Representative. Proposed price increases will be evaluated at each renewal period by the County and City, with purchases made from the Contractor(s) offering the lowest price by line item.
4. **Quantities:** Quantities identified in the Pricing Section are estimates only. Successful bidder may be requested to furnish more or less than the estimated quantities to meet the participating entities' operating needs. Pricing shall remain fixed for a given contract period regardless of order quantities. *Boone County anticipates utilizing either the PEP product or the AEP product.*
5. **Conformance of materials:** All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, Section 1015, and any revisions thereto, together with the specifications contained herein. The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **ASSHTO T40-78 (1986)**. Emulsified asphalt shall be *tested* in accordance with **AASHTO T59-881**.

Bidders are to provide specification sheets for each product quoted. A certification of chemical analysis shall be provided by the Supplier and accompany each load that is delivered.

SPECIAL PROVISION: Specifications for Penetrating Emulsified Prime (PEP)- All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130°F. (16-54C.)

6. Deliveries:

All Bids submitted shall be FOB Destination to *Boone County Public Works Department*, located at 5551 Highway 63 South, Columbia, Missouri or *City of Columbia Public Works Department*, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered OR picked up on an "as needed" basis at the request of Boone County Public Works or City of Columbia Public Works.

The unit prices quoted shall include **ALL** delivery and unloading expenses. All delivered materials will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

7. Invoicing and Payment Requirements

The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of this bid document after completion of deliverables specified herein and acceptance by the participating agency's designated representative.

The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein. Bituminous material will not be paid for until it has been applied, or delivered thirty (30) days in order for the Cooperative representative to determine that the material complies with the requirements of the specifications. When, in the opinion of the Cooperative representative, the bituminous material has complied with the requirements of the specifications, then monthly payments will be made.

Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

The Mid Missouri Public Purchasing Cooperative's member agencies are exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

The MMPPC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MMPPC's rejection and shall be returned at the contractor's expense.

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.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$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; non-owned and both on and off the site of work.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

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



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE
Delivered Prices shall be quoted FOB Destination

Item No.	Quantity (EST)	Description	Delivered Unit Price/gal Full Transport Load Minimum	Picked Up Unit Price/gal <i>1000 GAL</i>	Picked Up Unit Price/gal Full Transport Load
1.	200,000 Gal	CRS-2	<u>2.62</u>	<u>2.43</u>	<u>2.43</u>
2.	1,500 Gal	MC-3000	<u>3.37</u>	<u>3.18</u>	<u>3.18</u>
3.	6,000 Gal	PEP	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>
4.	1-Full Tanker Load	SS-1	<u>2.35</u>	<u>2.16</u>	<u>2.16</u>
5.	230,000 Gal	CRS-2P	<u>2.70</u>	<u>2.51</u>	<u>2.51</u>
6.	1-Full Tanker Load	MC-800	<u>3.39</u>	<u>3.20</u>	<u>3.20</u>
7.	1-Full Tanker Load	MC-30	<u>3.61</u>	<u>3.42</u>	<u>3.42</u>
8.	6,000 Gal	AEP	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>
9.	150,000 Gal	CHFRS2-P	<u>2.73</u>	<u>2.54</u>	<u>2.54</u>
10.	200,000 Gal	Emulsified Asphalt EA-90	<u>2.34</u>	<u>2.15</u>	<u>2.15</u>
11.	150,000 Gal	Emulsified Asphalt EA-90P	<u>2.64</u>	<u>2.45</u>	<u>2.45</u>
12.	Per Hour	Demurrage Charge:			<u>\$ 90.00/HR</u>
13.		Demurrage Charge begins after <u>1.5</u> hrs.			
14.	Delivery of orders will be made within <u>one</u> days after receipt of order.				
15.	<u>Maximum</u> % increase for any renewal period: <u>15</u> % Increase				

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Missouri Petroleum Products Co., LLC

Address:

1620 Woodson Road

City/Zip:

St. Louis, MO 63114

Phone Number:

314-219-7305

Fax Number:

314-991-9624

Federal Tax ID: 43-1845744

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Social Security Number : _____


Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature:



Print Name and Title of Authorized Representative

MIKE HARTMAN TERRITORY MANAGER

Date: 11/10/14



“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Mid Missouri Public Purchasing Cooperative’s vendor list **for this service/commodity**, please remove form and return to the Boone County Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: MM66 – BITUMINOUS MATERIALS – TERM AND SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

(Please complete and return with Contract)

(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.

MICHAEL HARTMAN TERRITORY MANAGER
Name and Title of Authorized Representative



Signature

12/8/11
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
)

Missouri Petroleum

My name is Michael Drury. I am an authorized agent of Products Co., 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.

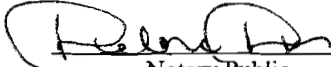
Documentation of participation in a federal work authorization program is attached to this affidavit.

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.


 Affiant Date 11/10/14

Michael Drury
 Printed Name

Subscribed and sworn to before me this 10 day of November, 2014.


 Notary Public



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

AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Michael Drury (Name of Business Entity Authorized Representative) as Assistant Secretary (Position/Title) first being duly sworn on my oath, affirm Missouri Petroleum Products Co., LLC (Business Entity Name) is enrolled and will continue to participate in the E-

Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Missouri Petroleum Products Co., LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature

Michael Drury
Printed Name

Assistant Secretary
Title

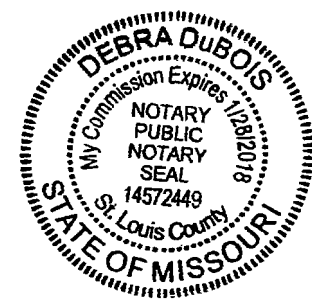
11/10/2014
Date

mdrury@lionmark.com
E-Mail Address

Subscribed and sworn to before me this 10th of November, 2014. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of St. Louis, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 1/28/2018.
(NAME OF STATE) (DATE)

[Signature]
Signature of Notary

11/10/2014
Date



E-Verify



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

02/09/2008

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

E-Verify



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: 1626 Woodson Road

Saint Louis, MO 63119

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 431846744

North American Industry
Classification Systems

Code: 287

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

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

CRS-2

SPECIFICATION

Viscosity, Saybolt Furol at 25 C. sec.	----
Viscosity, Saybolt, Furol at 50 C, sec.	100-400
Sieve Test, percent, max.	0.10 ^b
Cement Mixing Test, percent, max.	----
Demulsibility ^a , 35 ml, 0.8% sodium dioctyl sulfosuccinate, percent, min.	40
Particle Charge Test	Positive
Distillation:	
Oil distillate, by volume of emulsion, percent, max.	3
Residue, percent, min.	65
Tests on Residue from Distillation:	
Penetration, 25 C, 100 g, 5 sec.	100-250
Ductility, 25 C, 5 cm/min., cm., min.	40
Solubility in trichloroethylene, percent, min.	97.5

- * If the particle charge test result is inconclusive, materials having a maximum pH value of 6.7 will be acceptable.
- a The demulsibility test shall be made within 30 days from date of shipment.
- b A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.

1015.3.2 Type MC Liquid Asphalt. This material shall be produced by fluxing an asphaltic base with suitable petroleum distillates. The material shall show no separation or curdling prior to use and shall not foam when heated to the application temperature. The material shall conform to the requirements of Table II for the grade specified in the contract.

TABLE II - Type MC Liquid Asphalt										
Tests	Grade									
	MC-30		MC-70		MC-250		MC-800		MC-3000	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Water, percent	---	0.2	---	0.2	---	0.2	---	0.2	---	0.2
Flash point (Tag open cup), degrees C	38	---	38	---	66	---	66	---	66	---
Viscosity, 60 C, centistokes	30	60	70	140	250	500	800	1600	3000	6000
Distillation test: Distillate, percentage by volume of total distillate to 360 C:										
to 225 C	---	25	---	20	---	10	---	---	---	---
to 260 C	40	70	20	60	15	55	---	35	---	15
to 315 C	75	93	65	90	60	87	45	80	15	75
Residue from distillation to 360 C, volume percentage of sample by difference	50	---	55	---	67	---	75	---	80	---
Tests on residue from distillation:										
Penetration, 25 C 100 g, 5 sec	120	250	120	250	120	250	120	250	120	250
Ductility, 5 cm/min, cm (1)	100	---	100	---	100	---	100	---	100	---
Solubility in trichloroethylene, percent	99.0	---	99.0	---	99.0	---	99.0	---	99.0	---

SS-1H	
Viscosity, SFS, 25 C, SFS.	20-100
Viscosity, SFS, 50 C, SFS.	---
Sieve Test ^a , percent, max.	0.10 ^b
Cement Mixing Test, percent, max.	2.0
Demulsibility ^c , 35 ml, 0.02 N CaCl ₂ , (1.11g/L) percent, min.	---
Distillation: Oil distillate, by volume of emulsion, percent, max. Residue, percent, min.	--- 57
Tests on residue from distillation: Penetration, 25 C, 100 g, 5 sec., dmm Ductility, 25 C, 5 cm/min., cm., min.	40-90 40
Solubility in trichloroethylene, percent, min.	97.5
Float Test, 60 C, sec., min.	---

- a This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- b A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.
- c The demulsibility test shall be made within 30 days from date of shipment.

Table III - Polymer Modified Asphalt Emulsion		
Test	CRS-2P	
	Min	Max
Viscosity, SSF @ 50 C	100	400
Storage Stability Test (2), 24 hour, percent	---	1
Classification Test	Pass	---
Particle Charge Test	Positive	---
Sieve Test, 850 um mesh, percent	---	0.3
Demulsibility, 0.02 N CzC1 ₂ percent	---	---
Distillation:		
Oil Distillate by volume of emulsion, percent	---	3
Residue from distillation (3), percent	65	---
Test on Residue from Distillation:		
Penetration, 25 C 100 g, 5 sec	100	200
Ductility, 4 C, 5 cm/minute, cm	30	---
Ash (4), percent	---	1
Float Test at 60 C, sec	---	---
Elastic Recovery (5) percent	58	---

- (1) All test are performed in accordance with AASHTO T 59 except as noted.
- (2) In addition to AASHTO T 59, upon examination of the test cylinder and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.
- (3) AASHTO T 59 modified to maintain a 204 , 5 C maximum temperature for 15 minutes.
- (4) AASHTO T 11, Ash in Bituminous Material.
- (5) Condition the ductilometer and samples to be treated at 10 C.
Prepare the brass plate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85 - 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in its elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ recovery} = \frac{20 - X}{20} \times 100$$

CHFRS-2P SPECIFICATIONS

TEST	SPECIFICATIONS	
	<u>Minimum</u>	<u>Maximum</u>
Viscosity, Saybolt Furol @ 122° F, SEC	75	400
Polymer Content, Percent by Weight of the Distillation Residue	3	----
Storage Stability Test, 1 Day, %	----	1
Demulsibility, 35 ML 0.8% Sodium Dioctyl Sulfosuccinate, %	60	----
Sieve Test, %	----	0.10
Particle Charge Test		Positive
DISTILLATION TEST: (1)		
Oil Distillate, by Volume of Emulsion, %	----	0.5
Residue, % by WT	65	----
TEST ON DISTILLATION RESIDUE:		
Softening Point, °F	130	
Float Value at 140° F, Sec	1200	----
Penetration, 77° F, 100 G, 5 Sec	80	130
Viscosity @ 140° F, Poise	1300	----
Solubility in Trichloroethylene, %	95	----
Elastic Recovery @ 10o C (50° F), % (2)	55	----

- (1) Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.
- (2) Elastic Recovery @ 10°C (50° F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

EA-90	
Viscosity, SFS, 25 C, SFS.	---
Viscosity, SFS, 50 C, SFS.	50-500
Sieve Test ^a , percent, max.	0.50
Cement Mixing Test, percent, max.	---
Demulsibility ^c , 35 ml, 0.02 N CaCl ₂ , (1.11g/L) percent, min.	---
Distillation: Oil distillate, by volume of emulsion, percent, max.	4
Residue, percent, min.	65
Tests on residue from distillation: Penetration, 25 C, 100 g, 5 sec., dmm	90-150
Ductility, 25 C, 5 cm/min., cm., min.	---
Solubility in trichloroethylene, percent, min.	97.5
Float Test, 60 C, sec., min.	1200

- a This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- b A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.
- c The demulsibility test shall be made within 30 days from date of shipment.

Table III - Polymer Modified Asphalt Emulsion		
Test	EA-90P	
	Min	Max
Viscosity, SSF @ 50 C	100	400
Storage Stability Test (2), 24 hour, percent	---	1
Classification Test	---	---
Particle Charge Test	---	---
Sieve Test, 850 um mesh, percent	---	0.3
Demulsibility, 0.02 N CzC1 ₂ percent	30	---
Distillation:		
Oil Distillate by volume of emulsion, percent	---	3
Residue from distillation (3), percent	65	---
Test on Residue from Distillation:		
Penetration, 25 C 100 g, 5 sec	100	200
Ductility, 4 C, 5 cm/minute, cm	25	---
Ash (4), percent	---	1
Float Test at 60 C, sec	1200	---
Elastic Recovery (5) percent	58	---

- (1) All test are performed in accordance with AASHTO T 59 except as noted.
- (2) In addition to AASHTO T 59, upon examination of the test cylinder and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.
- (3) AASHTO T 59 modified to maintain a 204 , 5 C maximum temperature for 15 minutes.
- (4) AASHTO T 11, Ash in Bituminous Material.
- (5) Condition the ductilometer and samples to be treated at 10 C. Prepare the brass plate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85 - 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in its elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ recovery} = \frac{20 - X}{20} \times 100$$



BOONE COUNTY, MISSOURI
Request for Bid #: MM66 – Bituminous Materials
Bid Submission Deadline: November 12, 2014, 2:00 pm CT

ADDENDUM #1 - Issued October 24, 2014

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.


Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

ADD the following material requirements as part of SPECIFICATIONS, Page 8 of the bid document, Item 5 "Conformance of Materials"-

Material conformance for CHFRS-2P (cationic high float rapid set emulsion) shall be to Missouri Standard Specifications for Highway Construction, dated 2011 or Current Edition, Division 1000, Materials Details, Section 409, and specifically as follows:

CHFRS-2P shall also meet 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 equal) blending agent.

By:


Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **MM66 – Bituminous Materials**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
REQUEST FOR BID

Sheet 1 of 19

Bid Number: (MM66)

Closing Date: November 12, 2014
2:00 pm, CT, Wednesday

Buyer Contact Name: Elizabeth Sanders, CPPB, Senior Buyer, Boone County

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: lsanders@boonecountymo.org

Commodities or Service Requested: BITUMINOUS MATERIALS – Term & Supply

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing Department

613 E. Ash St., Room 111

Columbia, MO 65201



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. **Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).**
2. Bidders are to use the bid forms provided for that purpose in submitting bids, return the announcement and bid sheets comprising this bid, give unit price, extend totals, and contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer(s) the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder(s) whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders, the amount of other work being carried on by the bidder, the quality, efficiency, and construction of the equipment proposed to be furnished, the period of time within which the equipment is to be furnished and delivered, and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirements mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

8. Cooperative Member Agencies reserve 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 Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award** – A Bid Tabulation of responses received as well as award status can be viewed at www.showmeboone.com under 'Purchasing Department'.

 - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.
12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. Actual **changes** in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.

**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
GENERAL PROVISIONS****1. BID RESPONSE:**

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the "No Bid" Response Form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.

2. BID ACCEPTANCE:

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.

3. OSHA COMPLIANCE:

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.

4. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.

5. VARIATION IN QUANTITY:

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

6. COMMERCIAL WARRANTY:

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.

7. DISCOUNTS:

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.

8. PATENT AND COPYRIGHT:

a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.

b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

9. DISPUTES:

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

12. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

13. FUND ALLOCATION:

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

14. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. DOMESTIC PRODUCTS:

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. RECYCLED PRODUCTS:

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. EQUAL OPPORTUNITY:

Members of the Cooperative are equal opportunity affirmative action employers 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.

19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

20. CLARIFICATIONS:

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Boone County if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed **in writing** to the buyer of record for Boone County. Such communications should be received at least five (5) working days prior to the official bid opening date.

Buyer of Record: Elizabeth Sanders, Senior Buyer, Boone County Purchasing at 613 E. Ash St, Room 111, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: lsanders@boonecountymo.org



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM JANUARY 1, 2015 THROUGH APRIL 30, 2015 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR SUBSEQUENT 4-MONTH PERIODS, EXERCISED SEPARATELY, AND NOT TO EXCEED EIGHT (8) MAXIMUM PERIODS.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County, 613 E. Ash St., Room 111, Columbia, Mo 65201
Contact: Elizabeth Sanders, Senior Buyer
(573) 886-4393

2. City of Columbia, 701 E. Broadway, 5th Floor, Columbia, Mo 65201
Contact: Cale Turner, Senior Procurement Officer
(573) 874-7375

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative, including Special Road District of Boone County? A list of the current entity members is attached to this bid. YES _____ NO _____

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

"I agree to provide Bituminous Materials as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within _____ miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

_____ (X)

A negative answer to the above is not an evaluation factor for award of this contract.



SPECIFICATIONS
For
BITUMINOUS MATERIALS—TERM AND SUPPLY

1. The Mid-Missouri Public Purchasing Cooperative seeks bids from qualified organizations who can provide Bituminous Asphalt Mixtures to its participating members.
2. **Contract Term:** Entities participating in this request include the County of Boone and the City of Columbia. Each entity (hereinafter referred to as participating agency) will either enter into separate contractual agreement(s) or issue blanket purchase orders. Contract will be from January 1, 2015 through April 30, 2015 with subsequent 4-month renewal period options, not to exceed (8) renewal periods. This contract may also be cancelled by the Cooperative upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the Cooperative.
3. **Renewals:** Any price increases at time of renewal must be approved by the Cooperative. Contractor(s) will be allowed to adjust prices for the renewal term, provided that proof of manufacturer's price increase can be furnished to the Cooperative Representative. Proposed price increases will be evaluated at each renewal period by the County and City, with purchases made from the Contractor(s) offering the lowest price by line item.
4. **Quantities:** Quantities identified in the Pricing Section are estimates only. Successful bidder may be requested to furnish more or less than the estimated quantities to meet the participating entities' operating needs. Pricing shall remain fixed for a given contract period regardless of order quantities. *Boone County anticipates utilizing either the PEP product or the AEP product.*
5. **Conformance of materials:** All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, Section 1015, and any revisions thereto, together with the specifications contained herein. The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **ASSHTO T40-78 (1986)**. Emulsified asphalt shall be *tested* in accordance with **AASHTO T59-881**.

Bidders are to provide specification sheets for each product quoted. A certification of chemical analysis shall be provided by the Supplier and accompany each load that is delivered.

SPECIAL PROVISION: Specifications for Penetrating Emulsified Prime (PEP)- All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130°F. (16-54C.)

6. Deliveries:

All Bids submitted shall be FOB Destination to *Boone County Public Works Department*, located at 5551 Highway 63 South, Columbia, Missouri or *City of Columbia Public Works Department*, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered OR picked up on an "as needed" basis at the request of Boone County Public Works or City of Columbia Public Works.

The unit prices quoted shall include **ALL** delivery and unloading expenses. All delivered materials will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

7. Invoicing and Payment Requirements

The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of this bid document after completion of deliverables specified herein and acceptance by the participating agency's designated representative.

The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein. Bituminous material will not be paid for until it has been applied, or delivered thirty (30) days in order for the Cooperative representative to determine that the material complies with the requirements of the specifications. When, in the opinion of the Cooperative representative, the bituminous material has complied with the requirements of the specifications, then monthly payments will be made.

Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

The Mid Missouri Public Purchasing Cooperative's member agencies are exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

The MMPPC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MMPPC's rejection and shall be returned at the contractor's expense.

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.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$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; non-owned and both on and off the site of work.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

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



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE
Delivered Prices shall be quoted FOB Destination

Item No.	Quantity (EST)	Description	Delivered Unit Price/gal Full Transport Load Minimum	Picked Up Unit Price/gal <i>1000 GAL</i>	Picked Up Unit Price/gal Full Transport Load
1.	200,000 Gal	CRS-2	_____	_____	_____
2.	1,500 Gal	MC-3000	_____	_____	_____
3.	6,000 Gal	PEP	_____	_____	_____
4.	1-Full Tanker Load	SS-1	_____	_____	_____
5.	230,000 Gal	CRS-2P	_____	_____	_____
6.	1-Full Tanker Load	MC-800	_____	_____	_____
7.	1-Full Tanker Load	MC-30	_____	_____	_____
8.	6,000 Gal	AEP	_____	_____	_____
9.	150,000 Gal	CHFRS2-P	_____	_____	_____
10.	200,000 Gal	Emulsified Asphalt EA-90	_____	_____	_____
11.	150,000 Gal	Emulsified Asphalt EA-90P	_____	_____	_____
12.	Per Hour	Demurrage Charge:			\$_____/HR
13.		Demurrage Charge begins after ____ hrs.			

Bidders are to provide with their bid response, specification sheets for each product quoted. A certification of chemical analysis shall be provided by the Supplier and accompany each load that is delivered.

14. Delivery of orders will be made within _____ days after receipt of order.

15. Maximum % increase for any renewal period: _____ % Increase

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Address:

City/Zip:

Phone Number:

Fax Number:

Federal Tax ID: _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Social Security Number : _____

Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature:

Print Name and Title of Authorized Representative

Date: _____



“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Mid Missouri Public Purchasing Cooperative’s vendor list **for this service/commodity**, please remove form and return to the Boone County Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: MM66 – BITUMINOUS MATERIALS – TERM AND SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

(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

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 for proof of enrollment.**

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

_____)
Date

_____)
Signature

_____)
Social Security Number
or Other Federal I.D. Number

_____)
Printed Name

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

_____)
Notary Public

My Commission Expires:

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Fictitious Name Details as of 11/25/2014

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

RETURN TO
SEARCH RESULTS

ORDER COPIES/
CERTIFICATES

Select filing from the list.

Filing Type Fictitious Name Cancellation

FILE
ONLINE

General Information	Filings	Address	Owners	Contact(s)
<p>Name(s) MISSOURI PETROLEUM PRODUCTS COMPANY</p> <p>Type Fictitious Name</p> <p>Status Fictitious Active</p>		<p>Address 1620 WOODSON RD SAINT LOUIS, MO 63114-6179</p> <p>Charter No. X00361645</p>		<p>Date Formed 9/20/1999</p> <p>Expiration Date 8/28/2019</p>

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Limited Liability Company Details as of 11/25/2014

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

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To order copies or certificates, click the COPIES/CERTIFICATES button.

RETURN TO
SEARCH RESULTS

ORDER COPIES/
CERTIFICATES

Select filing from the list.

Filing Type Amended and Restated Articles of Organization

FILE
ONLINE

General Information	Filings	Address	Contact(s)
Name(s) MISSOURI PETROLEUM PRODUCTS COMPANY LLC	Type Limited Liability Company	Address 1620 Woodson Rd. Saint Louis, MO 63114	Charter No. LC0026778
Domesticity Domestic	Registered Agent Feldmann, Thomas F		Status Active
	1620 Woodson Rd St. Louis, MO 63114		Date Formed 3/25/1999
Duration Perpetual			
Managed by			

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

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Search Results

Current Search Terms: missouri* petroleum* products*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.22.20141105-1505

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



**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 23rd day of December 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Vance Brothers, Inc.**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM66**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and the Contractor's bid response executed by Robert Vance on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

2. Contract Duration - This initial agreement term shall be for the period **January 1, 2015 through April 30, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of Boone County for eight (8) additional four-month periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not. Renewal periods will begin with May 1, 2015 and final renewal period ending December 31, 2017.

3. Purchase - The Mid Missouri Public Purchasing Cooperative awarded contracts to three contractors for the products/materials detailed within. Participating members of the Cooperative will order each product from the Contractor offering the lowest price during each term of the contract. Any price increase at renewal term must be approved by Boone County Purchasing. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the County. Proposed price increases will be evaluated at each renewal period by Boone County and City of Columbia to determine if the contract will be renewed or rebid. If renewed, purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.

The items shall be provided as required in the bid specifications and in conformity with the contract as needed and as ordered for the prices set forth in the Contractor's bid response. If the Primary Contractor with the low bid proposes a delivery schedule that is not acceptable for either participating member of the Cooperative, then the Contractor with the next low bid will be contacted to schedule delivery of items.

4. Delivery - Contractor agrees to deliver the items as specified within one to two days after receipt of order.

5. Billing and Payment - All billing for orders made by Boone County shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid

590-2014

response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remain in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if it is the opinion of the Boone County Commission that delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

VANCE BROTHERS, INC.

by

title Vice President

address 5201 Brighton

Kansas City, MO 64130

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, 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 this contract do not create a measurable county obligation at this time.)

Signature Janie E. Pitchford
by af

Date 12/17/14

2040/26400 Term/Supply
Appropriation Account No Encumbrance Reserved



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2014

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

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

PRODUCER Cretcher Heartland, LLC 4551 W. 107th St., Third Floor Overland Park KS 66207	CONTACT NAME:	
	PHONE (A/C, No, Ext): 913.341.8998	FAX (A/C, No): 913-643-4148
E-MAIL ADDRESS: certificates@cretcherheartland.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Navigators Insurance Co		42307
INSURER B : Mo Employers Mutual Ins Co		10191
INSURER C : Continental Insurance Co (CNA)		35289
INSURER D :		
INSURER E :		
INSURER F :		

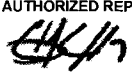
COVERAGES CERTIFICATE NUMBER: 1359177983 REVISION NUMBER:

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	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	Y	4034345990	1/1/2014	1/1/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	4034346024	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SE14EXC701838IV	1/1/2014	1/1/2015	EACH OCCURRENCE	\$3,000,000
						AGGREGATE	\$3,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MEG102108605	1/1/2014	1/1/2015	<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)

Boone County is additional insured as respects all policies excluding workers' compensation.

CERTIFICATE HOLDER Boone County MO Purchasing Department 613 E. Ash Street Columbia MO 65201	CANCELLATION 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 



BOONE COUNTY, MISSOURI
Request for Bid #: MM66 – Bituminous Materials
Bid Submission Deadline: November 12, 2014, 2:00 pm CT

ADDENDUM #1 - Issued October 24, 2014

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

ADD the following material requirements as part of SPECIFICATIONS, Page 8 of the bid document, Item 5 "Conformance of Materials"-

Material conformance for CHFRS-2P (cationic high float rapid set emulsion) shall be to Missouri Standard Specifications for Highway Construction, dated 2011 or Current Edition, Division 1000, Materials Details, Section 409, and specifically as follows:

CHFRS-2P shall also meet 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 equal) blending agent.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid MM66 – Bituminous Materials, receipt of which is hereby acknowledged:

Company Name: Vance Brothers, Inc

Address: 5201 Brighton, Kansas City, MO 64130

Phone Number: 816-923-4325 Fax Number: 816-923-6472

Authorized Representative Signature: _____ Date: 11-10-14

Authorized Representative Printed Name: Robert A. Vance



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM JANUARY 1, 2015 THROUGH APRIL 30, 2015 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR SUBSEQUENT 4-MONTH PERIODS, EXERCISED SEPARATELY, AND NOT TO EXCEED EIGHT (8) MAXIMUM PERIODS.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County, 613 E. Ash St., Room 111, Columbia, Mo 65201
Contact: Elizabeth Sanders, Senior Buyer
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5th Floor, Columbia, Mo 65201
Contact: Cale Turner, Senior Procurement Officer
(573) 874-7375

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative, including Special Road District of Boone County? A list of the current entity members is attached to this bid. YES _____ NO XX

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

"I agree to provide Bituminous Materials as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within _____ miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

_____ (X)
A negative answer to the above is not an evaluation factor for award of this contract.



SPECIFICATIONS
For
BITUMINOUS MATERIALS—TERM AND SUPPLY

1. The Mid-Missouri Public Purchasing Cooperative seeks bids from qualified organizations who can provide Bituminous Asphalt Mixtures to its participating members.
2. **Contract Term:** Entities participating in this request include the County of Boone and the City of Columbia. Each entity (hereinafter referred to as participating agency) will either enter into separate contractual agreement(s) or issue blanket purchase orders. Contract will be from January 1, 2015 through April 30, 2015 with subsequent 4-month renewal period options, not to exceed (8) renewal periods. This contract may also be cancelled by the Cooperative upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the Cooperative.
3. **Renewals:** Any price increases at time of renewal must be approved by the Cooperative. Contractor(s) will be allowed to adjust prices for the renewal term, provided that proof of manufacturer's price increase can be furnished to the Cooperative Representative. Proposed price increases will be evaluated at each renewal period by the County and City, with purchases made from the Contractor(s) offering the lowest price by line item.
4. **Quantities:** Quantities identified in the Pricing Section are estimates only. Successful bidder may be requested to furnish more or less than the estimated quantities to meet the participating entities' operating needs. Pricing shall remain fixed for a given contract period regardless of order quantities. *Boone County anticipates utilizing either the PEP product or the AEP product.*
5. **Conformance of materials:** All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, Section 1015, and any revisions thereto, together with the specifications contained herein. The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **ASSHTO T40-78 (1986)**. Emulsified asphalt shall be *tested* in accordance with **AASHTO T59-881**.

Bidders are to provide specification sheets for each product quoted. A certification of chemical analysis shall be provided by the Supplier and accompany each load that is delivered.

SPECIAL PROVISION: Specifications for Penetrating Emulsified Prime (PEP)- All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130°F. (16-54C.)

6. **Deliveries:**

All Bids submitted shall be FOB Destination to *Boone County Public Works Department*, located at 5551 Highway 63 South, Columbia, Missouri or *City of Columbia Public Works Department*, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered OR picked up on an "as needed" basis at the request of Boone County Public Works or City of Columbia Public Works.

The unit prices quoted shall include ALL delivery and unloading expenses. All delivered materials will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

7. Invoicing and Payment Requirements

The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of this bid document after completion of deliverables specified herein and acceptance by the participating agency's designated representative.

The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein. Bituminous material will not be paid for until it has been applied, or delivered thirty (30) days in order for the Cooperative representative to determine that the material complies with the requirements of the specifications. When, in the opinion of the Cooperative representative, the bituminous material has complied with the requirements of the specifications, then monthly payments will be made.

Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

The Mid Missouri Public Purchasing Cooperative's member agencies are exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

The MMPPC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MMPPC's rejection and shall be returned at the contractor's expense.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE
Delivered Prices shall be quoted FOB Destination

Item No.	Quantity (EST)	Description	Delivered Unit Price/gal Full Transport Load Minimum	Picked Up Unit Price/gal <i>1000 GAL</i>	Picked Up Unit Price/gal Full Transport Load
1.	200,000 Gal	CRS-2	<u>\$2.45</u>	<u>\$2.35</u>	<u>\$2.35</u>
2.	1,500 Gal	MC-3000	<u>\$3.65</u>	<u>\$3.55</u>	<u>\$3.55</u>
3.	6,000 Gal	PEP	<u>No Bid</u>		
4.	1-Full Tanker Load	SS-1	<u>\$2.45</u>	<u>\$2.35</u>	<u>\$2.35</u>
5.	230,000 Gal	CRS-2P	<u>\$2.80</u>	<u>\$2.70</u>	<u>\$2.70</u>
6.	1-Full Tanker Load	MC-800	<u>\$3.65</u>	<u>\$3.55</u>	<u>\$3.55</u>
7.	1-Full Tanker Load	MC-30	<u>\$3.85</u>	<u>\$3.75</u>	<u>\$3.75</u>
8.	6,000 Gal	AEP	<u>No Bid</u>		
9.	150,000 Gal	CHFRS2-P	<u>\$2.90</u>	<u>\$2.80</u>	<u>\$2.80</u>
10.	200,000 Gal	Emulsified Asphalt EA-90	<u>\$2.50</u>	<u>\$2.40</u>	<u>\$2.40</u>
11.	150,000 Gal	Emulsified Asphalt EA-90P	<u>\$2.80</u>	<u>\$2.70</u>	<u>\$2.70</u>
12.	Per Hour	Demurrage Charge:			<u>\$ 70.00 /HR</u>
13.		Demurrage Charge begins after <u>1.5 hrs.</u>			
14.	Delivery of orders will be made within <u>1</u> days after receipt of order.				
15.	<u>Maximum</u> % increase for any renewal period: <u>50</u> % Increase				

Certificate of Analysis

This is to certify that on 11-07-14, I have examined the contents of Tank 48 Batch Number 110614-101
 and that said CRS-2 (MO) / CRS-1H (KS) Emulsified Asphalt complies with the following analysis:

EMULSIFIED ASPHALTS

CUTBACK ASPHALTS

API Gravity @ 60 F. _____
 Specific Gravity @ 60 F. 1.0170
 Pounds/Gallon @ 60 F. 8.470

API Gravity @ 60 F. _____
 Specific Gravity @ 60 F. _____
 Pounds/Gallon @ 60 F. _____

Residue by Distillation, % by wt. 66.3
 Viscosity, Saybolt Furol @ 122 F., secs., 143
 Sieve Test, % retained. 0.137
 Storage Stability Test, 1 Day, % 0.06
 Oil Distillate, % by volume, Trace
 Particle Charge Test, Positive
 Cement Mixing Test, _____

Viscosity, Kinematic @ 140 F., Cs., _____
 Distillation : % by % of total
 volume to 680 F.

Demulsibility:
 35 mls. @ .02N CaCl₂, % _____
 50 mls. @ .10N CaCl₂, % _____
 35 mls. @ .80% sodium dioctyl sulfosuccinate, % 92.6
 Ash Test, % _____

Initial Boiling Point _____
 Off @ 320 F., _____
 Off @ 347 F., _____
 Off @ 374 F., _____
 Off @ 437 F., _____
 Off @ 500 F., _____
 Off @ 600 F., _____
 Off @ 680 F., _____

Tests on Distillation Residue:
 Penetration, 100g., 5 secs., @ 77 F., 143
 Ductility, cms., @ 77 F., 80+
 Solubility in Trichloroethylene, % 99.64
 Float Test @ 140 F., secs., _____
 Elastic Recovery @ _____ F., _____
 Saturates, % _____

Residue from Distillation, % Volume, _____
 Penetration @ 77 F., 100g., 5 secs., _____
 Solubility in Trichloroethylene, % _____
 Ductility @ 77 F., cms., _____
 Softening Point, F., _____
 Absolute Viscosity @ 140 F., 300 mm. Hg., poises, _____
 Residue, % by weight., _____
 Flash Point, F., TOC, _____ COC, _____
 Brookfield Viscosity @ 77 F., cps., _____

Coating Test _____
 pH _____
 Polymer Content, % _____

Shell Capacity, Gallons, 39,000

Gallons, Innage, 39,000

The preceding information is a true and correct analysis to the best of my knowledge. The material conforms to the requirements of Mo.S.H.D., K.D.O.T., I.D.O.T., and A.H.T.D., _____

Stan L. Frankiewicz



phone: 800.821.6549 • 816.823.4325 fax: 816.823.6472 web: vancebrothers.com
 5201 Brighton Kansas City, Missouri 64130

Certificate of Analysis

This is to certify that on 10-23-14 I have examined the contents of Tank 60 Batch Number 102214-104 and that said CRS-1HP (KS) / CRS-2P (MO) Emulsified Asphalt complies with the following analysis:

EMULSIFIED ASPHALTS

CUTBACK ASPHALTS

API Gravity @ 60 F. _____
Specific Gravity @ 60 F. 1.0150
Pounds/Gallon @ 60 F. 8.453

API Gravity @ 60 F. _____
Specific Gravity @ 60 F. _____
Pounds/Gallon @ 60 F. _____

Residue by Distillation, % by wt. 67.2
Viscosity, Saybolt Furol @ 122 F., secs., 190
Sieve Test, % retained, .0066
Storage Stability Test, 1 Day, % 44
Oil Distillate, % by volume, Trace

Viscosity, Kinematic @ 140 F., Cs., _____
Distillation : % by % of total
volume to 680 F.

Particle Charge Test, Positive
Cement Mixing Test, _____

Initial Boiling Point _____
Off @ 320 F., _____
Off @ 347 F., _____
Off @ 374 F., _____
Off @ 437 F., _____
Off @ 500 F., _____
Off @ 600 F., _____
Off @ 680 F., _____

Demulsibility:
35 mls. @ .02N CaCl2, % _____
50 mls. @ .10N CaCl2, % _____
35 mls. @ .80% sodium dioctyl sulfosuccinate, % _____
Ash Test, % .33

Residue from Distillation, % Volume, _____
Penetration @ 77 F, 100g., 5 secs., _____
Solubility in Trichloroethylene, % _____
Ductility @ 77 F., cms., _____
Softening Point, F., _____
Absolute Viscosity @ 140 F., 300 mm. Hg., poises, _____
Residue, % by weight, _____
Flash Point, F., TOC, _____ COC, _____
Brookfield Viscosity @ 77 F., cps., _____

Tests on Distillation Residue:
Penetration, 100g., 5 secs., @ 77 F., 128
Ductility, cms., @ 39.2 F., 80+
Solubility in Trichloroethylene, % 99.51
Float Test @ 140 F., secs., _____
Elastic Recovery @ 50.0 F., 83
Saturates, % _____

Coating Test _____
pH _____
Polymer Content, % 3.5+

Shell Capacity, Gallons, 21,000

Gallons, Innage, 21,000

The preceding information is a true and correct analysis to the best of my knowledge. The material conforms to the requirements of Mo.S.H.D., K.D.O.T., I.D.O.T., and A.H.T.O., _____

Stan L. Frankiewicz



phone: 800.821.8549 v 816.923.4325 fax: 816.923.8472 web: vancebrothers.com

5201 Drighlton Kansas City, Missouri 64130

Certificate of Analysis

This is to certify that on 8-26-13 I have examined the contents of Tank 66 Batch Number 082313-105
 and that said CHERS-2P Emulsified Asphalt complies with the following analysis:

EMULSIFIED ASPHALTS

CUTBACK ASPHALTS

API Gravity @ 60 F. _____
 Specific Gravity @ 60 F. 1.0168
 Pounds/Gallon @ 60 F. 8.468

API Gravity @ 60 F. _____
 Specific Gravity @ 60 F. _____
 Pounds/Gallon @ 60 F. _____

Residue by Distillation, % by wt. 70.7
 Viscosity, Saybolt Furot @ 122 F., secs., 310.4
 Sieve Test, % retained, .0060
 Storage Stability Test, 1 Day, %, .23
 Oil Distillate, % by volume, Trace

Viscosity, Kinematic @ 140 F., Cs., _____
 Distillation : % by % of total
 volume to 680 F.

Particle Charge Test, Positive
 Cement Mixing Test, _____

Initial Boiling Point _____
 Off @ 320 F., _____
 Off @ 347 F., _____
 Off @ 374 F., _____
 Off @ 437 F., _____
 Off @ 500 F., _____
 Off @ 600 F., _____
 Off @ 680 F., _____

Demulsibility:
 36 ml. @ .02N CaCl₂, % _____
 50 ml. @ .10N CaCl₂, % _____
 35 ml. @ .80% sodium dioctyl sulfosuccinate, % _____
 Ash Test, %, _____

Residue from Distillation, % Volume, _____
 Penetration @ 77 F, 100g., 5 secs., _____
 Solubility in Trichloroethylene, %, _____
 Ductility @ 77 F., cms., _____
 Softening Point, F., 134
 Absolute Viscosity @ 140 F., 300 mm. Hg., poises, _____
 Residue, % by weight., _____
 Flash Point, F., TOC, _____ COC, _____
 Brookfield Viscosity @ 77 F., cps., _____

Tests on Distillation Residue:
 Penetration, 100g., 5 secs., @ 77 F., 110
 Ductility, cms., @ _____ F., _____
 Solubility in Trichloroethylene, %, 99.64
 Float Test @ 140 F., secs., 1800+
 Elastic Recovery @ 50.0 F., 75
 Saturates, %, _____

Coating Test _____
 pH _____
 Polymer Content, %, 3.5+

Shell Capacity, Gallons, 36,000

Gallons, Innage, 36,000

The preceding information is a true and correct analysis to the best of my knowledge. The material conforms to the requirements of Mo.S.H.D., K.D.O.T., I.D.O.T., and A.H.T.D., _____

Stan L. Frankens



phone: 800.821.8548 • 816.823.4325 fax: 816.823.6472 web: vancebrothers.com

5201 Brighton Kansas City, Missouri 64130

Certificate of Analysis

This is to certify that on 11-04-14 I have examined the contents of Tank E-5 Batch Number 110414-201
and that said SS-1H (MO) Emulsified Asphalt complies with the following analysis:

EMULSIFIED ASPHALTS

CUTBACK ASPHALTS

API Gravity @ 60 F. _____
Specific Gravity @ 60 F. 1.0283
Pounds/Gallon @ 60 F. 8.565

API Gravity @ 60 F. _____
Specific Gravity @ 60 F. _____
Pounds/Gallon @ 60 F. _____

Residue by Distillation, % by wt. 60.6
Viscosity, Saybolt Furol @ 77 F., secs., 25.5
Sieve Test, % retained, 0029
Storage Stability Test, 1 Day, %, 34

Viscosity, Kinematic @ 140 F., Cs., _____
Distillation : % by % of total
volume to 580 F.

Oil Distillate, % by volume, _____
Particle Charge Test, _____
Cement Mixing Test, 2553

Initial Boiling Point _____
Off @ 320 F., _____
Off @ 347 F., _____
Off @ 374 F., _____
Off @ 437 F., _____
Off @ 500 F., _____
Off @ 600 F., _____
Off @ 680 F., _____

Demulsibility:
35 ml. @ .02N CaCl2, % _____
50 ml. @ .10N CaCl2, % _____
35 ml. @ .80% sodium dioctyl sulfosuccinate, % _____
Ash Test, %, _____

Residue from Distillation, % Volume, _____
Penetration @ 77 F., 100g., 5 secs., _____
Solubility in Trichloroethylene, %, _____
Ductility @ 77 F., cms., _____
Softening Point, F., _____
Absolute Viscosity @ 140 F., 300 mm. Hg., poises, _____
Residue, % by weight., _____
Flash Point, F., TOC, _____ COC, _____
Brookfield Viscosity @ 77 F., cps., _____

Tests on Distillation Residue:
Penetration, 100g., 5 secs., @ 77 F., 86
Ductility, cms., @ 77 F., 80+
Solubility in Trichloroethylene, %, 98.39
Float Test @ 140 F., secs., _____
Elastic Recovery @ _____ F., _____
Saturates, %, _____

Coating Test _____
pH _____
Polymer Content, %, _____

Shell Capacity, Gallons, 25,000

Gallons, Innage, 25,000

The preceding information is a true and correct analysis to the best of my knowledge. The material conforms to the requirements of Mo.S.H.D., K.D.O.T., I.D.O.T., and A.H.T.D., _____

Steve L. Proakens



phone: 800.921.8549 • 816.923.4325 fax: 816.923.6472 web: vancebrothers.com

5201 Brighton Kansas City, Missouri 64130

Certificate of Analysis

This is to certify that on 10-23-14 I have examined the contents of Tank F-6 Batch Number 102214-202
 and that said EA-90 Emulsified Asphalt complies with the following analysis:

EMULSIFIED ASPHALTS

CUTBACK ASPHALTS

API Gravity @ 60 F. _____
 Specific Gravity @ 60 F. 1.0120
 Pounds/Gallon @ 60 F. 8.428

API Gravity @ 60 F. _____
 Specific Gravity @ 60 F. _____
 Pounds/Gallon @ 60 F. _____

Residue by Distillation, % by wt. 66.9
 Viscosity, Saybolt Furol @ 122 F., secs., 197
 Sieve Test, % retained, .0016
 Storage Stability Test, 1 Day, %, Pass
 Oil Distillate, % by volume, 2.0

Viscosity, Kinematic @ 140 F., Cc., _____
 Distillation : % by % of total
 volume to 680 F.

Particle Charge Test, _____
 Cement Mixing Test, _____

Initial Boiling Point _____
 Off @ 320 F., _____
 Off @ 347 F., _____
 Off @ 374 F., _____
 Off @ 437 F., _____
 Off @ 500 F., _____
 Off @ 600 F., _____
 Off @ 680 F., _____

Demulsibility:
 35 ml. @ .02N CaCl₂, % _____
 50 ml. @ .10N CaCl₂, % _____
 35 ml. @ .80% sodium dioctyl sulfosuccinate, % _____
 Ash Test, %, _____

Residue from Distillation, % Volume, _____
 Penetration @ 77 F., 100g., 5 secs., _____
 Solubility in Trichloroethylene, %, _____
 Ductility @ 77 F., cms., _____
 Softening Point, F., _____
 Absolute Viscosity @ 140 F., 300 mm. Hg., poises, _____
 Residue, % by weight., _____
 Flash Point, F., TOC, _____ COC, _____
 Brookfield Viscosity @ 77 F., cps., _____

Tests on Distillation Residue:
 Penetration, 100g., 5 secs., @ 77 F., 136
 Ductility, cms., @ _____ F., _____
 Solubility in Trichloroethylene, %, 99.66
 Float Test @ 140 F., secs., 1200+
 Elastic Recovery @ _____ F., _____
 Saturates, %, _____

Coating Test _____
 pH _____
 Polymer Content, % _____

Gallons, Innage, 30,000

Shell Capacity, Gallons, 30,000

The preceding information is a true and correct analysis to the best of my knowledge. The material conforms to the requirements of Mo.S.H.D., K.D.O.T., I.D.O.T., and A.H.T.D.,

Steve L. Leonard



Bringing Integrity to the Surface.

phone: 800.821.8549 v 816.923.4326 fax: 816.923.6472 web: vancebrothers.com

5201 Brighton Kansas City, Missouri 64130

Certificate of Analysis

This is to certify that on 6-4-14 I have examined the contents of Tank 23 Batch Number 060314-126
and that said MC-30 Cutback Asphalt complies with the following analysis:

EMULSIFIED ASPHALTS

CUTBACK ASPHALTS

API Gravity @ 60 F. _____
Specific Gravity @ 60 F. _____
Pounds/Gallon @ 60 F. _____

API Gravity @ 60 F. 19.9
Specific Gravity @ 60 F. 9346
Pounds/Gallon @ 60 F. 7.783

Residue by Distillation, % by wt. _____

Viscosity, Kinematic @ 140 F., Cs., 60.0

Viscosity, Saybolt Furol @ _____ F., secs., _____

Distillation : % by % of total
volume to 680 F.

Sieve Test, % retained, _____

Storage Stability Test, 1 Day, % _____

Oil Distillate, % by volume, _____

Initial Boiling Point 430

Particle Charge Test, _____

Off @ 320 F., _____

Cement Mixing Test, _____

Off @ 347 F., _____

Demulsibility:

Off @ 374 F., _____

35 mls. @ .02N CaCl₂, % _____

Off @ 437 F., 8.0 9.4

50 mls. @ .10N CaCl₂, % _____

Off @ 500 F., 44.0 51.7

35 mls. @ .80% sodium dioctyl sulfosuccinate, % _____

Off @ 600 F., 76.0 89.4

Ash Test, % _____

Off @ 680 F., 85.0 100.0

Tests on Distillation Residue:

Residue from Distillation, % Volume, 57.5

Penetration, 100g., 5 secs., @ _____ F., _____

Penetration @ 77 F., 100g., 5 secs., 158

Ductility, cms., @ _____ F., _____

Solubility in Trichloroethylene, % 99.92

Solubility in Trichloroethylene, % _____

Ductility @ 77 F., cms., 100+

Float Test @ 140 F., secs., _____

Softening Point, F., _____

Elastic Recovery @ _____ F., _____

Absolute Viscosity @ 140 F., 300 mm. Hg., poises, _____

Saturates, % _____

Residue, % by weight, _____

Flash Point, F., TOC, 100+ COC, _____

Brookfield Viscosity @ 77 F., cps., _____

Coating Test _____

pH _____

Polymer Content, % _____

Shell Capacity, Gallons, 42,000

Gallons, Innage, 42,000

The preceding information is a true and correct analysis to the best of my knowledge. The material conforms to the requirements of Mo.S.H.D., K.D.O.T., I.D.O.T., and A.H.T.D., _____

Stan L. L... ..



phone: 800.821.8549 • 816.823.4325 fax: 816.823.6472 web: vancebrothers.com

5201 Brighton Kansas City, Missouri 64130

Certificate of Analysis

This is to certify that on 10-30-14 I have examined the contents of Tank 24 Batch Number 103014-127
and that said MC-800 Cutback Asphalt complies with the following analysis:

EMULSIFIED ASPHALTS

CUTBACK ASPHALTS

API Gravity @ 60 F. _____
Specific Gravity @ 60 F. _____
Pounds/Gallon @ 60 F. _____

API Gravity @ 60 F. 13.4
Specific Gravity @ 60 F. .9765
Pounds/Gallon @ 60 F. 8.133

Residue by Distillation, % by wt. _____

Viscosity, Kinematic @ 140 F., Cc., 1203

Viscosity, Saybolt Furol @ _____ F., secs., _____

Distillation : % by % of total
volume to 680 F.

Sieve Test, % retained, _____

Storage Stability Test, 1 Day, % _____

Oil Distillate, % by volume, _____

Initial Boiling Point 433

Particle Charge Test, _____

Off @ 320 F., _____

Cement Mixing Test, _____

Off @ 347 F., _____

Demulsibility:

Off @ 374 F., _____

35 ml. @ .02N CaCl₂, % _____

Off @ 437 F., _____

50 ml. @ .10N CaCl₂, % _____

Off @ 600 F., 14.0 34.1

35 ml. @ .80% sodium dioctyl sulfosuccinate, % _____

Off @ 600 F., 32.0 78.0

Ash Test, % _____

Off @ 680 F., 41.0 100.0

Residue from Distillation, % Volume, 79.5

Tests on Distillation Residue:

Penetration @ 77 F, 100g., 5 sec., 183

Penetration, 100g., 5 sec., @ _____ F., _____

Solubility in Trichloroethylene, % 99.93

Ductility, cms., @ _____ F., _____

Ductility @ 77 F., cms., 100+

Solubility in Trichloroethylene, % _____

Softening Point, F., _____

Float Test @ 140 F., secs., _____

Absolute Viscosity @ 140 F., 300 mm. Hg., poises, _____

Elastic Recovery @ _____ F., _____

Residue, % by weight., _____

Saturates, % _____

Flash Point, F., TOC, 150+ COC, _____

Brookfield Viscosity @ 77 F., cps., _____

Coating Test _____

pH _____

Polymer Content, % _____

Shell Capacity, Gallons, 54,000

Gallons, knage, 54,000

The preceding information is a true and correct analysis to the best of my knowledge. The material conforms to the requirements of Mo.S.H.D., K.D.O.T., I.D.O.T., and A.H.T.D., _____

Steve L. Leonard



phone: 800.821.8548 v 816.923.4325 fax: 816.923.6472 web: vancebrothers.com

9201 Brighton Kansas City, Missouri 64130

Certificate of Analysis

This is to certify that on 11-24-14 I have examined the contents of Tank 22 Batch Number 112014-126
and that said MC-3000 Cutback Asphalt complies with the following analysis:

EMULSIFIED ASPHALTS

CUTBACK ASPHALTS

API Gravity @ 60 F. _____
Specific Gravity @ 60 F. _____
Pounds/Gallon @ 60 F. _____

API Gravity @ 60 F. 12.9
Specific Gravity @ 60 F. 9799
Pounds/Gallon @ 60 F. 8.161

Residue by Distillation, % by wt. _____
Viscosity, Saybolt Furol @ _____ F., secs., _____
Sieve Test, % retained, _____
Storage Stability Test, 1 Day, % _____
Oil Distillate, % by volume, _____
Particle Charge Test, _____
Cement Mixing Test, _____
Demulsibility:
35 ml. @ .02N CaCl₂, % _____
50 ml. @ .10N CaCl₂, % _____
35 ml. @ .80% sodium dioctyl sulfosuccinate, % _____
Ash Test, % _____

Viscosity, Kinematic @ 140 F., Cst., 4889
Distillation : % by % of total
volume to 680 F.
Initial Boiling Point 492
Off @ 320 F., _____
Off @ 347 F., _____
Off @ 374 F., _____
Off @ 437 F., _____
Off @ 500 F., _____
Off @ 600 F., 15.0 65.2
Off @ 680 F., 23.0 100.0

Tests on Distillation Residue:
Penetration, 100g., 5 secs., @ _____ F., _____
Ductility, cms., @ _____ F., _____
Solubility in Trichloroethylene, % _____
Float Test @ 140 F., secs., _____
Elastic Recovery @ _____ F., _____
Saturates, % _____

Residue from Distillation, % Volume, 88.5
Penetration @ 77 F, 100g., 5 secs., 163
Solubility in Trichloroethylene, % 99.97
Ductility @ 77 F., cms., 100+
Softening Point, F., _____
Absolute Viscosity @ 140 F., 300 mm. Hg., poises, _____
Residue, % by weight., _____
Flash Point, F., TOC, 150+ coc, _____
Brookfield Viscosity @ 77 F., cps., _____

Coating Test _____
pH _____
Polymer Content, % _____

Shell Capacity, Gallons, 35,000

Gallons, Innage, 35,000

The preceding information is a true and correct analysis to the best of my knowledge. The material conforms to the requirements of Mo.S.H.D., K.D.O.T., I.D.O.T., and A.H.T.D., _____

Steve L. Cronk



phone: 800.821.8549 • 816.823.4325 fax: 816.823.6472 web: vancebrothers.com

5201 Brighton Kansas City, Missouri 64130

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Vance Brothers, Inc

Address:

5201 Brighton

City/Zip:

Kansas City, MO 64130

Phone Number:

816-923-4325

Fax Number:

816-923-6472

Federal Tax ID: 44-0577983

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

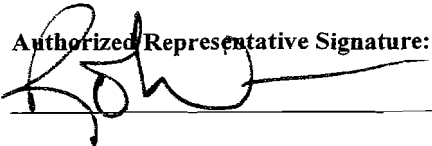
Social Security Number : _____

Other (Specify) _____

When Organized: 1923

When Incorporated: 1949

Exempt From Tax Reporting? Yes _____ No

Authorized Representative Signature:


Print Name and Title of Authorized Representative

Robert A. Vance, Vice President

Date: 11-10-14

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

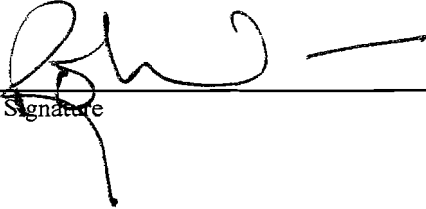
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Robert A. Vance, Vice President

Name and Title of Authorized Representative



Signature

11-10-14

Date

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 for proof of enrollment.**

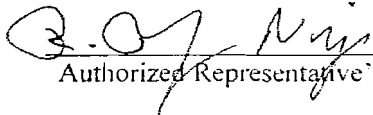
If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose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

AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization Annual Renewal Document.

Comes now Ralph Nigro (Name of Business Entity Authorized Representative) as Director of Human Resources (Position/Title) first being duly sworn on my oath, affirm Vance Brothers Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Vance Brothers Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

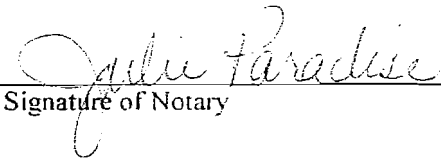
<u></u>	<u>Ralph Rudy Nigro</u>
Authorized Representative's Signature	Printed Name
<u>Director of Human Resources</u>	<u>12/05/2013</u>
Title	Date
<u>rnigro@vancebrothers.com</u>	<u>142617</u>
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 5th of December 2013, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jackson, State of
(NAME OF COUNTY)

Missouri, and my commission expires on 5/21/2015.
(NAME OF STATE) (DATE)



<u></u>	<u>12/5/2013</u>
Signature of Notary	Date

JULIE PARADISE
 My Commission Expires
 May 21, 2015
 Jackson County
 Commission # 111411712

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

County of Jackson)
)ss
State of Missouri)

My name is Robert A. Vance. I am an authorized agent of Vance Brothers, Inc (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided.

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

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

[Signature] 11-10-14
Affiant Date

Robert A. Vance
Printed Name

Subscribed and sworn to before me this 10th day of November, 2014.

[Signature]
Notary Public



JULIE PARADISE
My Commission Expires
May 21, 2015
Jackson County
Commission #11421172

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



BOONE COUNTY, MISSOURI
Request for Bid #: MM66 – Bituminous Materials
Bid Submission Deadline: November 12, 2014, 2:00 pm CT

ADDENDUM #1 - Issued October 24, 2014

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

ADD the following material requirements as part of SPECIFICATIONS. Page 8 of the bid document, Item 5 "Conformance of Materials"-

Material conformance for CHFRS-2P (cationic high float rapid set emulsion) shall be to Missouri Standard Specifications for Highway Construction, dated 2011 or Current Edition, Division 1000, Materials Details, Section 409, and specifically as follows:

CHFRS-2P shall also meet 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 equal) blending agent.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **MM66 – Bituminous Materials**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
REQUEST FOR BID

Sheet 1 of 19

Bid Number: (MM66)

Closing Date: November 12, 2014
2:00 pm, CT, Wednesday

Buyer Contact Name: Elizabeth Sanders, CPPB, Senior Buyer, Boone County

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: lsanders@boonecountymo.org

Commodities or Service Requested: BITUMINOUS MATERIALS – Term & Supply

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing Department

613 E. Ash St., Room 111

Columbia, MO 65201



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. **Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).**
2. Bidders are to use the bid forms provided for that purpose in submitting bids, return the announcement and bid sheets comprising this bid, give unit price, extend totals, and contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer(s) the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder(s) whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders, the amount of other work being carried on by the bidder, the quality, efficiency, and construction of the equipment proposed to be furnished, the period of time within which the equipment is to be furnished and delivered, and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirements mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

8. Cooperative Member Agencies reserve 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 Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.

11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award** – A Bid Tabulation of responses received as well as award status can be viewed at www.showmeboone.com under 'Purchasing Department'.

a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.

b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.

12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.

b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

c. Actual **changes** in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.

**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
GENERAL PROVISIONS**

1. **BID RESPONSE:**
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the "No Bid" Response Form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
 - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
 - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

12. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

13. FUND ALLOCATION:

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

14. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. DOMESTIC PRODUCTS:

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. RECYCLED PRODUCTS:

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. EQUAL OPPORTUNITY:

Members of the Cooperative are equal opportunity affirmative action employers 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.

19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

20. CLARIFICATIONS:

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Boone County if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed **in writing** to the buyer of record for Boone County. Such communications should be received at least five (5) working days prior to the official bid opening date.

Buyer of Record: Elizabeth Sanders, Senior Buyer, Boone County Purchasing at 613 E. Ash St, Room 111, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: lsanders@boonecountymo.org



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM JANUARY 1, 2015 THROUGH APRIL 30, 2015 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR SUBSEQUENT 4-MONTH PERIODS, EXERCISED SEPARATELY, AND NOT TO EXCEED EIGHT (8) MAXIMUM PERIODS.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County, 613 E. Ash St., Room 111, Columbia, Mo 65201
Contact: Elizabeth Sanders, Senior Buyer
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5th Floor, Columbia, Mo 65201
Contact: Cale Turner, Senior Procurement Officer
(573) 874-7375

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative, including Special Road District of Boone County? A list of the current entity members is attached to this bid. YES _____ NO _____

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

"I agree to provide Bituminous Materials as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within _____ miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

_____ (X)

A negative answer to the above is not an evaluation factor for award of this contract.



**SPECIFICATIONS
For
BITUMINOUS MATERIALS—TERM AND SUPPLY**

1. The Mid-Missouri Public Purchasing Cooperative seeks bids from qualified organizations who can provide Bituminous Asphalt Mixtures to its participating members.
2. **Contract Term:** Entities participating in this request include the County of Boone and the City of Columbia. Each entity (hereinafter referred to as participating agency) will either enter into separate contractual agreement(s) or issue blanket purchase orders. Contract will be from January 1, 2015 through April 30, 2015 with subsequent 4-month renewal period options, not to exceed (8) renewal periods. This contract may also be cancelled by the Cooperative upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the Cooperative.
3. **Renewals:** Any price increases at time of renewal must be approved by the Cooperative. Contractor(s) will be allowed to adjust prices for the renewal term, provided that proof of manufacturer's price increase can be furnished to the Cooperative Representative. Proposed price increases will be evaluated at each renewal period by the County and City, with purchases made from the Contractor(s) offering the lowest price by line item.
4. **Quantities:** Quantities identified in the Pricing Section are estimates only. Successful bidder may be requested to furnish more or less than the estimated quantities to meet the participating entities' operating needs. Pricing shall remain fixed for a given contract period regardless of order quantities. *Boone County anticipates utilizing either the PEP product or the AEP product.*
5. **Conformance of materials:** All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, Section 1015, and any revisions thereto, together with the specifications contained herein. The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **ASSHTO T40-78 (1986)**. Emulsified asphalt shall be *tested* in accordance with **AASHTO T59-881**.

Bidders are to provide specification sheets for each product quoted. A certification of chemical analysis shall be provided by the Supplier and accompany each load that is delivered.

SPECIAL PROVISION: Specifications for Penetrating Emulsified Prime (PEP)- All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130°F. (16-54C.)

6. **Deliveries:**

All Bids submitted shall be FOB Destination to *Boone County Public Works Department*, located at 5551 Highway 63 South, Columbia, Missouri or *City of Columbia Public Works Department*, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered OR picked up on an "as needed" basis at the request of Boone County Public Works or City of Columbia Public Works.

The unit prices quoted shall include **ALL** delivery and unloading expenses. All delivered materials will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

7. Invoicing and Payment Requirements

The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of this bid document after completion of deliverables specified herein and acceptance by the participating agency's designated representative.

The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein. Bituminous material will not be paid for until it has been applied, or delivered thirty (30) days in order for the Cooperative representative to determine that the material complies with the requirements of the specifications. When, in the opinion of the Cooperative representative, the bituminous material has complied with the requirements of the specifications, then monthly payments will be made.

Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

The Mid Missouri Public Purchasing Cooperative's member agencies are exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

The MMPPC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MMPPC's rejection and shall be returned at the contractor's expense.

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.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$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; non-owned and both on and off the site of work.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

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



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE
Delivered Prices shall be quoted FOB Destination

Item No.	Quantity (EST)	Description	Delivered Unit Price/gal Full Transport Load Minimum	Picked Up Unit Price/gal <i>1000 GAL</i>	Picked Up Unit Price/gal Full Transport Load
1.	200,000 Gal	CRS-2	_____	_____	_____
2.	1,500 Gal	MC-3000	_____	_____	_____
3.	6,000 Gal	PEP	_____	_____	_____
4.	1-Full Tanker Load	SS-1	_____	_____	_____
5.	230,000 Gal	CRS-2P	_____	_____	_____
6.	1-Full Tanker Load	MC-800	_____	_____	_____
7.	1-Full Tanker Load	MC-30	_____	_____	_____
8.	6,000 Gal	AEP	_____	_____	_____
9.	150,000 Gal	CHFRS2-P	_____	_____	_____
10.	200,000 Gal	Emulsified Asphalt EA-90	_____	_____	_____
11.	150,000 Gal	Emulsified Asphalt EA-90P	_____	_____	_____
12.	Per Hour	Demurrage Charge:			\$_____ /HR
13.		Demurrage Charge begins after ____ hrs.			

Bidders are to provide with their bid response, specification sheets for each product quoted. A certification of chemical analysis shall be provided by the Supplier and accompany each load that is delivered.

14. Delivery of orders will be made within _____ days after receipt of order.

15. Maximum % increase for any renewal period: _____ % Increase

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Address:

City/Zip:

Phone Number:

Fax Number:

Federal Tax ID: _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Social Security Number : _____

Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature:

Print Name and Title of Authorized Representative

Date: _____



“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Mid Missouri Public Purchasing Cooperative's vendor list **for this service/commodity**, please remove form and return to the Boone County Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: MM66 – BITUMINOUS MATERIALS – TERM AND SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

(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

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 for proof of enrollment.**

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Gen. Business - For Profit Details as of 11/25/2014

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

<p>RETURN TO SEARCH RESULTS</p> <p>ORDER COPIES/ CERTIFICATES</p>	<p>Select filing from the list.</p> <p>Filing Type Acceptance of a General Business to a Non Pr</p>	<p>FILE ONLINE</p>
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General Information	Filings	Address	Contact(s)
<p>Name(s) VANCE BROTHERS, INC.</p> <p>Type Gen. Business - For Profit</p> <p>Domesticity Domestic</p> <p>Registered Agent TM VANCE 5201 BRIGHTON / POB 300107 KANSAS CITY, MO 64130-0107</p>	<p>Duration Perpetual</p> <p>Renewal Month January</p> <p>Report Due 4/30/2016</p>	<p>Address 5201 Brighton Kansas City, MO 64130</p> <p>Charter No. 00093872</p>	<p>Status Good Standing</p> <p>Date Formed 12/31/1958</p>

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

[View assistance for Search Results](#)

Search Results

Current Search Terms: Vance* brothers* Inc.*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.22.20141105-1505

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



**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 23rd day of December 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Coastal Energy Corporation** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM66**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and the Contractor's bid response executed by Chad Odle on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

2. Contract Duration - This initial agreement term shall be for the period **January 1, 2015 through April 30, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of Boone County for eight (8) additional four-month periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not. Renewal periods will begin with May 1, 2015 and final renewal period ending December 31, 2017.

3. Purchase - The Mid Missouri Public Purchasing Cooperative awarded contracts to three contractors for the products/materials detailed within. Participating members of the Cooperative will order each product from the Contractor offering the lowest price during each term of the contract. Any price increase at renewal term must be approved by Boone County Purchasing. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the County. Proposed price increases will be evaluated at each renewal period by Boone County and City of Columbia to determine if the contract will be renewed or rebid. If renewed, purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.

The items shall be provided as required in the bid specifications and in conformity with the contract as needed and as ordered for the prices set forth in the Contractor's bid response. If the Primary Contractor with the low bid proposes a delivery schedule that is not acceptable for either participating member of the Cooperative, then the Contractor with the next low bid will be contacted to schedule delivery of items.

4. Delivery - Contractor agrees to deliver the items as specified within one to two days after receipt of order.

5. Billing and Payment - All billing for orders made by Boone County shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid

response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remain in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if it is the opinion of the Boone County Commission that delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

COASTAL ENERGY CORPORATION

BOONE COUNTY, MISSOURI

by Chad Odle
title Asphalt Rep
address PO Box 218
Willow Springs, MO 65793

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, 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 this contract do not create a measurable county obligation at this time.)

[Signature]
Signature by [initials]

12/17/14
Date

2040/26400 Term/Supply
No Encumbrance Required
Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

3/31/2015

DATE (MM/DD/YYYY)

3/3/2014

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

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

PRODUCER LOCKTON COMPANIES, LLC-1 KANSAS CITY 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Interstate Insurance Company</td> <td>32620</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Interstate Insurance Company	32620	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: National Interstate Insurance Company	32620													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED 1317822 FMC TRANSPORT PO BOX 218 1 COASTAL DRIVE WILLOW SPRINGS MO 65793														

COVERAGES FMCTR01 **CERTIFICATE NUMBER:** 10664674 **REVISION NUMBER:** XXXXXXXX

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
A	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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	VEN8000077-01	3/31/2014	3/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-TRUCKING LIAB. <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	VEN8000077-01	3/31/2014	3/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	VXN8000077-01	3/31/2014	3/31/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	CARGO	N	N	VEN8000077-01	3/31/2014	3/31/2015	\$100,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as an additional insured where required by contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

10664674

Boone County Annex
Purchasing Department
613 E. Ash Street
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



BOONE COUNTY, MISSOURI
Request for Bid #: MM66 – Bituminous Materials
Bid Submission Deadline: November 12, 2014, 2:00 pm CT

ADDENDUM #1 - Issued October 24, 2014

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

ADD the following material requirements as part of SPECIFICATIONS, Page 8 of the bid document, Item 5 "Conformance of Materials"-

Material conformance for CHFRS-2P (cationic high float rapid set emulsion) shall be to Missouri Standard Specifications for Highway Construction, dated 2011 or Current Edition, Division 1000, Materials Details, Section 409, and specifically as follows:

CHFRS-2P shall also meet 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 equal) blending agent.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid MM66 – Bituminous Materials, receipt of which is hereby acknowledged:

Company Name: Coastal Energy Corp.

Address: PO Box 218, Willow Springs, MO 65793

Phone Number: 417-469-2777 Fax Number: 417-469-2294

Authorized Representative Signature: Chad Odle Date: 11-5-14

Authorized Representative Printed Name: Chad Odle



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM JANUARY 1, 2015 THROUGH APRIL 30, 2015 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR SUBSEQUENT 4-MONTH PERIODS, EXERCISED SEPARATELY, AND NOT TO EXCEED EIGHT (8) MAXIMUM PERIODS.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County, 613 E. Ash St., Room 111, Columbia, Mo 65201
Contact: Elizabeth Sanders, Senior Buyer
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5th Floor, Columbia, Mo 65201
Contact: Cale Turner, Senior Procurement Officer
(573) 874-7375

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative, including Special Road District of Boone County? A list of the current entity members is attached to this bid. YES X NO _____

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

"I agree to provide Bituminous Materials as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within _____ miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

_____ (X)
A negative answer to the above is not an evaluation factor for award of this contract.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE
 Delivered Prices shall be quoted FOB Destination

Item No.	Quantity (EST)	Description	Delivered Unit Price/gal Full Transport Load Minimum	Picked Up Unit Price/gal 1000 GAL	Picked Up Unit Price/gal Full Transport Load
1.	200,000 Gal	CRS-2	<u>\$2.09</u>	<u>\$2.05</u>	<u>\$2.05</u>
2.	1,500 Gal	MC-3000	<u>\$3.09</u>	<u>\$3.04</u>	<u>\$3.04</u>
3.	6,000 Gal	PEP	<u>\$2.65</u>	<u>\$3.60</u>	<u>\$3.60</u>
4.	1-Full Tanker Load	SS-1	<u>\$2.15</u>	<u>\$2.10</u>	<u>\$2.10</u>
5.	230,000 Gal	CRS-2P	<u>\$2.49</u>	<u>\$2.45</u>	<u>\$2.45</u>
6.	1-Full Tanker Load	MC-800	<u>\$3.14</u>	<u>\$3.10</u>	<u>\$3.10</u>
7.	1-Full Tanker Load	MC-30	<u>\$3.35</u>	<u>\$3.30</u>	<u>\$3.30</u>
8.	6,000 Gal	AEP	<u>\$2.65</u>	<u>\$2.60</u>	<u>\$2.60</u>
9.	150,000 Gal	CHFRS2-P	<u>\$2.52</u>	<u>\$2.47</u>	<u>\$2.47</u>
10.	200,000 Gal	Emulsified Asphalt EA-90	<u>\$2.05</u>	<u>\$2.00</u>	<u>\$2.00</u>
11.	150,000 Gal	Emulsified Asphalt EA-90P	<u>\$2.65</u>	<u>\$2.60</u>	<u>\$2.60</u>
12.	Per Hour	Demurrage Charge:			<u>\$ 70</u> /HR
13.		Demurrage Charge begins after <u>2</u> hrs.			
14.		Delivery of orders will be made within <u>1</u> days after receipt of order.			
15.		Maximum % increase for any renewal period: <u>10</u> % Increase			

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Coastal Energy Corp

Address:

PO Box 218

City/Zip:

Willow Springs, MO 65793

Phone Number:

417-469-2777

Fax Number:

417-469-2294

Federal Tax ID: 43-1243469

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Social Security Number : _____

Other (Specify) _____

When Organized: _____

When Incorporated: 1-1-1981

Exempt From Tax Reporting? Yes ___ No ___

Authorized Representative Signature:

Chad Odle

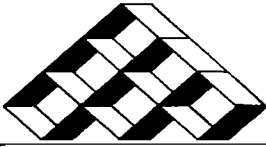
Print Name and Title of Authorized Representative

Chad Odle Asphalt Rep

Date: 11-5-14

Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: CRS-2L, CRS-2P, CRS-2S		
DOT Hazardous Material: No	DOT Shipping Name and Number: Non Regulated	DOT Hazard Class:

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number 1-800-633-8253
Address: <i>P.O. Box 218</i> Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 9-1-2009
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	Vol %	TLV
Petroleum Asphalt (Fumes)	Not Established	50-74	5 mg/m
Styrene Butadiene	N/A	1-4%	N/A
Proprietary amine surfactant	Not Established	.10-.40	Not Established
Hydrochloric Acid	5PPM	.08-.4	5PPM
Water	Not Established	Balance	Not Established

Section III - Physical/Chemical Characteristics

Boiling Point	212 °F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .9700 to 1.0400
Vapor Pressure (mm Hg.)	23.7mm Hg@25 ° C	Percent Volatile by Volume (%)	Variable but generally ranges from 27% to 50%
Vapor Density (AIR = 1)	.62	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: Miscible (dispersible) in water, the petroleum asphalt portion is insoluble in water.			
Appearance and Odor: Chocolate brown liquid with an acrid odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Closed Cup Basis) In excess of 212 °F for the emulsion containing petroleum distillate. In a closed environment, vapors can accumulate to sufficient level to cause a flash. Because of the presents of water vapor in the head space, combustion will not be supported. If all of the water is driven off the flash point of the remaining material will be in excess of 250 °F.	Flammable Limits In the emulsified state this product will not be explosive.	LEL N/A	UEL N/A
Extinguishing Media: Agents approved for class B fires such as dry chemical, water fog, co2, and foam.			
Hazardous decomposition Products: The emulsion has no hazardous decomposition products. If all water is removed and the residue material is burned; hydrogen sulfide and other sulfur contain gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion maybe formed.			
Unusual Fire and Explosion Hazards: If heated above 212 °F boiling will occur and product may foam out of the vessel being heated. Steam will be evolved by this process.			

Section V - Reactivity Data

Stability:	Stable	Conditions to Avoid:	Do not store with strong oxidizers.
Incompatibility: Strong oxides			
Hazardous Decomposition or Byproducts: The emulsion has no hazardous decomposition products. If all water in removed and the residue material is burned; hydrogen sulfide and other sulfur containing gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
<p>Health Hazards: cationic, petroleum asphalt emulsions. CRS asphalt contains petroleum derived asphalt, may contain low levels of petroleum distillates, water and cationic soap additives. CRS asphalt will not generate sufficient vapors to support combustion or result in a flash in an open environment. However, in confined spaces at temperatures above ambient and below 212 degrees F. Sufficient vapors can accumulate and result in a flash if an ignition source is present. Even under these confined storage conditions, this precut will not support combustion and will not burn under the conditions described.</p> <p>If sufficient heat is present to remove all of the water from the CRS asphalt, the remaining asphalt residue can be heated in excess of 212 degrees F. If the asphalt residue is heated to sufficiently high temperatures to release vapors from the asphalt (temperatures in excess of 300 degrees F) the following warning would apply.</p> <ol style="list-style-type: none"> 1. These vapors may contain hydrogen sulfide gas (H₂S) which can be harmful or fatal if inhaled. 2. Asphalt fumes have been the subject of numerous studies. Condensates of petroleum asphalt fumes generated at temperature in excess of 450 degrees F. Under laboratory conditions caused cancer in a mouse skin painting study. There are no studies that show that asphalt fumes are capable of causing cancer in humans. The international Agency for Research on Cancer (IARC) has determined that there is limited evidence of the carcinogenicity of undiluted steam refined asphalts in laboratory animals that there is inadequate evidence for the carcinogenicity of undiluted, steam refined asphalt in humans. 3. None of the components of asphalt that are present at concentrations equal to or greater than .1% are listed as carcinogens by OSHA, ACGIH, NTP, or IARC. 			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Not listed as a Carcinogen.	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
<p>Signs and Symptoms of Exposure: Can contain petroleum distillates as a component. Breathing high concentrations of these solvents can cause throat and nasal irritation, dizziness, nausea, loss of coordination, and headache. The temperatures, at which CRS asphalt is manufactured, transported and used (less than 212 degrees F) is unlikely to result in the release of significant concentrations of petroleum distillate fumes since the initial boiling point of the petroleum distillate is in excess of 250 degrees F.</p>			
<p>Medical Conditions Generally Aggravated by Exposure: Not Determined</p>			
<p>Emergency and First Aid Procedures</p>			
Eye Contact:	Irritation		
First Aid:	Flush with water. If there is asphalt present in the eyes or if irritation persists after exposure, seek medical attention.		
Ingestion:	Stomach irritation, vomiting, nausea.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Respiratory irritation, dizziness, headache, nausea.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irritation if prolonged exposure.		
First Aid:	Wash with soap and water or use waterless cleaners. Never use petroleum solvents or halogenated solvents to clean skin.		

Section VII - Precautions for Safe Handling and Use

<p>Steps to Be Taken in Case Material is Released or Spilled: Notify emergency response personnel. Build dike to contain liquid. Avoid contact with water which will dilute the emulsion thereby increasing the volume of liquid that must be treated. Pooled liquid can be pumped to containers or storage vessels. Soak up remaining materials with the absorbent material. Place contaminated absorbent material and dike material into approved containers for disposal</p>
<p>Precautions to Be taken in Handling and Storing: Do not store with strong oxidizers.</p>
<p>Other precautions:</p>

Section VIII - Control Measures

<p>Respiratory Protection: Under most exposure conditions normal ventilation is adequate. Prolonged exposure under confined conditions may require the use of a respirator, or self contained breathing equipment. If needed the respirator should be a NIOSH approved cartridge respirator with an organic vapor cartridge.</p>		
<p>Ventilation: Normal</p>	<p>Local Exhaust: TWA Limits</p>	<p>Special:</p>
	<p>Mechanical:</p>	<p>Other:</p>

<p>Protective Gloves: Impervious gloves such as neoprene or nitrile rubber should be used.</p>	<p>Eye Protection: Face shields or safety goggles should be worn if splashing is likely to occur.</p>
<p>Other Protective Clothing or Equipment: If large volumes of liquid material present rubber boots should be worn to prevent contamination normal footwear. If splashing on clothes is likely impervious clothing or rain gear should be worn to prevent contamination of clothing and exposure to skin. If material does contact skin, removal should be with waterless hand cleaner followed by thorough washing with soap and water.</p>	
<p>Work/Hygienic Practices:</p>	

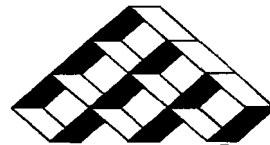
Section IX - Special Precautions

<p>Precautions to Be taken in Handling and Storing: Avoid freezing temperatures or heating in excess of 212 degrees F. Both extremes will cause separation of the water from the asphalt will render the product unusable and result in a disposal situation. In storage do not contaminate with cationic emulsions or other asphalt materials such as asphalt cement or cutback asphalts. All of these materials are incompatible and will result in an unusable material that will require waste disposal processing.</p>
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The information contained herein is furnished without warranty of any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees.

Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: EA-90P, RS-1HP, RS-1M		
DOT Hazardous Material: No	DOT Shipping Name and Number: Non Regulated	DOT Hazard Class:

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number 1-800-424-9300
Address: <i>P.O. Box 218</i> Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 2-1-2011
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	Vol %	TLV
Petroleum Asphalt (Fumes)	Not Established	50-74	5 mg/m
Petroleum distillate	Not Established	0-2	300 ppm
Styrene Butadiene Copolymer latex	N/A	1-4	N/A
Tall oil soap	Not Established	1.0-2.0	Not Established
Water	Not Established	Balance	Not Established

Section III - Physical/Chemical Characteristics

Boiling Point	212 °F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .9700 to 1.0400
Vapor Pressure (mm Hg.)	23.7mm Hg@25 ° C	Percent Volatile by Volume (%)	Variable but generally ranges from 27% to 50%
Vapor Density (AIR = 1)	.62	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: EA-90p is miscible (dispersible) in water, the petroleum asphalt portion of the EA-90P is insoluble in water.			
Appearance and Odor: Chocolate brown liquid with a mild, sweetish odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Closed Cup Basis) In excess of 150 °F for the emulsion containing petroleum distillate. In a closed environment, vapors can accumulate to sufficient level to cause a flash. Because of the presents of water vapor in the head space, combustion will not be supported. If all of the water is driven off of the EA-90P the flash point of the remaining material will be in excess of 250 °F.	Flammable Limits In the emulsified stat this product will not be explosive.	LEL N/A	UEL N/A
Extinguishing Media: Agents approved for class B fires such as dry chemical, water fog, co2, and foam.			
Hazardous decomposition Products: The emulsion has no hazardous decomposition products. If all water is removed and the residue material is burned; hydrogen sulfide and other sulfur contain gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion maybe formed.			
Unusual Fire and Explosion Hazards: If heated above 212 °F boiling will occur and product may foam out of the vessel being heated. Steam will be evolved by this process.			

Section V - Reactivity Data

Stability:	Stable	Conditions to Avoid:	Do not store with strong oxidizers.
Incompatibility: Strong oxides			
Hazardous Decomposition or Byproducts: The emulsion has no hazardous decomposition products. If all water in removed and the residue material is burned; hydrogen sulfide and other sulfur containing gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
<p>Health Hazards: Anionic, petroleum asphalt emulsions. EA-90P contain petroleum derived asphalt, may contain low levels of petroleum distillates, water and anionic soap additives. EA-90P will not generate sufficient vapors to support combustion or result in a flash in an open environment. However, in confined spaces at temperatures above ambient and below 212 degrees F. Sufficient vapors can accumulate and result in a flash if an ignition source is present. Even under these confined storage conditions, this precut will not support combustion and will not burn under the conditions described. If sufficient heat is present to remove all of the water from the EA-90P, the remaining asphalt residue can be heated in excess of 212 degrees F. If the asphalt residue is heated to sufficiently high temperatures to release vapors from the asphalt (temperatures in excess of 300 degrees F) the following warning would apply.</p> <ol style="list-style-type: none"> 1. These vapors may contain hydrogen sulfide gas (H₂S) which can be harmful or fatal if inhaled. 2. Asphalt fumes have been the subject of numerous studies. Condensates of petroleum asphalt fumes generated at temperature in excess of 450 degrees F. Under laboratory conditions caused cancer in a mouse skin painting study. There are no studies that show that asphalt fumes are capable of causing cancer in humans. The international Agency for Research on Cancer (IARC) has determined that there is limited evidence of the carcinogenicity of undiluted steam refined asphalts in laboratory animals that there is inadequate evidence for the carcinogenicity of undiluted, steam refined asphalt in humans. 3. None of the components of asphalt that are present at concentrations equal to or greater than .1% are listed as carcinogens by OSHA, ACGIH, NTP, or IARC. 			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Not listed as a Carcinogen.	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
<p>Signs and Symptoms of Exposure: Can contain petroleum distillates as a component. Breathing high concentrations of these solvents can cause throat and nasal irritation, dizziness, nausea, loss of coordination, and headache. The temperatures at which EA asphalt is manufactured, transported and used (less than 212 degrees F) is unlikely to result in the release of significant concentrations of petroleum distillate fumes since the initial boiling point of the petroleum distillate is in excess of 250 degrees F.</p>			
<p>Medical Conditions Generally Aggravated by Exposure: Not Determined</p>			
<p>Emergency and First Aid Procedures</p>			
Eye Contact:	Irritation		
First Aid:	Flush with water. If there is asphalt present in the eyes or if irritation persists after exposure, seek medical attention.		
Ingestion:	Stomach irritation, vomiting, nausea.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Respiratory irritation, dizziness, headache, nausea.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irritation if prolonged exposure.		
First Aid:	Wash with soap and water or use waterless cleaners. Never use petroleum solvents or halogenated solvents to clean skin.		

Section VII - Precautions for Safe Handling and Use

<p>Steps to Be Taken in Case Material is Released or Spilled: Notify emergency response personnel. Build dike to contain liquid. Avoid contact with water which will dilute the emulsion thereby increasing the volume of liquid that must be treated. Pooled liquid can be pumped to containers or storage vessels. Soak up remaining materials with the absorbent material. Place contaminated absorbent material and dike material into approved containers for disposal</p>
<p>Precautions to Be taken in Handling and Storing: Do not store with strong oxidizers.</p>
<p>Other precautions:</p>

Section VIII - Control Measures

<p>Respiratory Protection: Under most exposure conditions normal ventilation is adequate. Prolonged exposure under confined conditions may require the use of a respirator, or self contained breathing equipment. If needed the respirator should be a NIOSH approved cartridge respirator with an organic vapor cartridge.</p>		
<p>Ventilation:</p>	<p>Local Exhaust: TWA Limits</p>	<p>Special:</p>
	<p>Mechanical:</p>	<p>Other:</p>

<p>Protective Gloves: Impervious gloves such as neoprene or nitrile rubber should be used.</p>	<p>Eye Protection: Face shields or safety goggles should be worn if splashing is likely to occur.</p>
<p>Other Protective Clothing or Equipment: If large volumes of liquid material present rubber boots should be worn to prevent contamination normal footwear. If splashing on clothes is likely impervious clothing or rain gear should be worn to prevent contamination of clothing and exposure to skin. If material does contact skin, removal should be with waterless hand cleaner followed by thorough washing with soap and water.</p>	
<p>Work/Hygienic Practices:</p>	

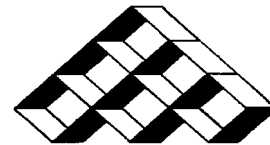
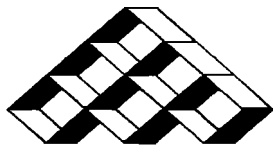
Section IX - Special Precautions

<p>Precautions to Be taken in Handling and Storing: Avoid freezing temperatures or heating in excess of 212 degrees F. Both extremes will cause separation of the water from the asphalt will render the product unusable and result in a disposal situation. In storage do not contaminate with cationic emulsions or other asphalt materials such as asphalt cement or cutback asphalts. All of these material are incompatible and will result in an unusable material that will require waste disposal processing.</p>

The Information contained herein is furnished without warranty of any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees.

Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: EA-90, EA-300, EA-150, RS-1, RS-1H, RS-Fog		
DOT Hazardous Material: No	DOT Shipping Name and Number: Non Regulated	DOT Hazard Class:

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number Chemtrec 1-800-424-9300
Address: P.O. Box 218 Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 2-1-2011
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	Vol %	TLV
Petroleum Asphalt (Fumes)	Not Established	50-74	5 mg/m
Petroleum distillate	Not Established	0-2	300 ppm
Tall oil soap	Not Established	1.0-2.0	Not Established
Water	Not Established	Balance	Not Established

Section III - Physical/Chemical Characteristics

Boiling Point	212 °F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .9700 to 1.0400
Vapor Pressure (mm Hg.)	23.7mm Hg@25 ° C	Percent Volatile by Volume (%)	Variable but generally ranges from 27% to 50%
Vapor Density (AIR = 1)	.62	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: Miscible (dispersible) in water, the petroleum asphalt portion is insoluble in water.			
Appearance and Odor: Chocolate brown liquid with a mild, sweetish odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Closed Cup Basis) In excess of 150 °F for the emulsion containing petroleum distillate. In a closed environment, vapors can accumulate to sufficient level to cause a flash. Because of the presents of water vapor in the head space, combustion will not be supported. If all of the water is driven off the flash point of the remaining material will be in excess of 250 °F.	Flammable Limits In the emulsified state this product will not be explosive.	LEL N/A	UEL N/A
Extinguishing Media: Agents approved for class B fires such as dry chemical, water fog, co2, and foam.			
Hazardous decomposition Products: The emulsion has no hazardous decomposition products. If all water is removed and the residue material is burned; hydrogen sulfide and other sulfur contain gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion maybe formed.			
Unusual Fire and Explosion Hazards: If heated above 212 °F boiling will occur and product may foam out of the vessel being heated. Steam will be evolved by this process.			

Section V - Reactivity Data

Stability:	Stable	Conditions to Avoid:	Do not store with strong oxidizers.
Incompatibility: Strong oxides			
Hazardous Decomposition or Byproducts: The emulsion has no hazardous decomposition products. If all water in removed and the residue material is burned; hydrogen sulfide and other sulfur containing gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
<p>Health Hazards: Anionic, petroleum asphalt emulsions. EA-90P contain petroleum derived asphalt, may contain low levels of petroleum distillates, water and anionic soap additives. EA-90P will not generate sufficient vapors to support combustion or result in a flash in an open environment. However, in confined spaces at temperatures above ambient and below 212 degrees F. Sufficient vapors can accumulate and result in a flash if an ignition source is present. Even under these confined storage conditions, this precut will not support combustion and will not burn under the conditions described. If sufficient heat is present to remove all of the water from the EA-90P, the remaining asphalt residue can be heated in excess of 212 degrees F. If the asphalt residue is heated to sufficiently high temperatures to release vapors from the asphalt (temperatures in excess of 300 degrees F) the following warning would apply.</p> <ol style="list-style-type: none"> 1. These vapors may contain hydrogen sulfide gas (H₂S) which can be harmful or fatal if inhaled. 2. Asphalt fumes have been the subject of numerous studies. Condensates of petroleum asphalt fumes generated at temperature in excess of 450 degrees F. Under laboratory conditions caused cancer in a mouse skin painting study. There are no studies that show that asphalt fumes are capable of causing cancer in humans. The international Agency for Research on Cancer (IARC) has determined that there is limited evidence of the carcinogenicity of undiluted steam refined asphalts in laboratory animals that there is inadequate evidence for the carcinogenicity of undiluted, steam refined asphalt in humans. 3. None of the components of asphalt that are present at concentrations equal to or greater than .1% are listed as carcinogens by OSHA, ACGIH, NTP, or IARC. 			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Not listed as a Carcinogen.	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
<p>Signs and Symptoms of Exposure: Can contain petroleum distillates as a component. Breathing high concentrations of these solvents can cause throat and nasal irritation, dizziness, nausea, loss of coordination, and headache. The temperatures, at which EA asphalt is manufactured, transported and used (less than 212 degrees F) is unlikely to result in the release of significant concentrations of petroleum distillate fumes since the initial boiling point of the petroleum distillate is in excess of 250 degrees F.</p>			
<p>Medical Conditions Generally Aggravated by Exposure: Not Determined</p>			
<p>Emergency and First Aid Procedures</p>			
Eye Contact:	Irritation		
First Aid:	Flush with water. If there is asphalt present in the eyes or if irritation persists after exposure, seek medical attention.		
Ingestion:	Stomach irritation, vomiting, nausea.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Respiratory irritation, dizziness, headache, nausea.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irritation if prolonged exposure.		
First Aid:	Wash with soap and water or use waterless cleaners. Never use petroleum solvents or halogenated solvents to clean skin.		

Section VII - Precautions for Safe Handling and Use

<p>Steps to Be Taken in Case Material is Released or Spilled: Notify emergency response personnel. Build dike to contain liquid. Avoid contact with water which will dilute the emulsion thereby increasing the volume of liquid that must be treated. Pooled liquid can be pumped to containers or storage vessels. Soak up remaining materials with the absorbent material. Place contaminated absorbent material and dke material into approved containters for disposal</p>
<p>Precautions to Be taken in Handling and Storing: Do not store with strong oxidizers.</p>
<p>Other precautions:</p>

Section VIII - Control Measures

<p>Respiratory Protection: Under most exposure conditions normal ventilation is adequate. Prolonged exposure under confined conditions may require the use of a respirator, or self contained breathing equipment. If needed the respirator should be a NIOSH approved cartridge respirator with and organic vapor cartridge.</p>		
<p>Ventilation:</p>	<p>Local Exhaust: TWA Limits</p>	<p>Special:</p>
	<p>Mechanical:</p>	<p>Other:</p>

<p>Protective Gloves: Impervious gloves such as neoprene ore nitrile rubber should be used.</p>	<p>Eye Protection: Face shields or safety goggles should be worn if splashing is likely to occur.</p>
<p>Other Protective Clothing or Equipment: If large volumes of liquid material present rubber boots should be worn to prevent contamination normal footwear. If splashing on clothes is likely impervious clothing or rain gear should be worn to prevent contamination of clothing and exposure to skin. If material does contact skin, removal should be with waterless hand cleaner followed by thorough washing with soap and water.</p>	
<p>Work/Hygienic Practices:</p>	

Section IX - Special Precautions

<p>Precautions to Be taken in Handling and Storing: Avoid freezing temperatures or heating in excess of 212 degrees F. Both extemes will cause separation of the water from the asphalt will render the product unusable and resule in a disposal situation. In storage do not contaminate with cationic emulsions or other asphalt materials such as asphalt cement or cutback asphalts. All of these material are incompatable and will result in an usable materal that will require waste disposal processing.</p>

The Information contained herein is furnished without warranty of any kind Employers should use this information only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use of these materials and the safely and health of employees.

Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: Cutback Asphalt-Medium curing type MC-30, MC-250, MC-800, MC-3000		
DOT Shipping Name: Tars, Liquid	Class: III	UN: 1999

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number Chemtrec 1-800-424-9300
Address: P.O. Box 218 Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 2-1-2011
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	ACGIH STEL	Volume %
Petroleum Asphalt	Not established	5mg/m (as fume)	N/A	50-90
Petroleum Distillates	5mg/m (as oil mist)	5mg/m (as oil mist)	N/A	50-10

Section III - Physical/Chemical Characteristics

Boiling Point	>300 Degrees F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .92 to 1.010
Vapor Pressure (mm Hg.)	3mm HG@20 Degrees C	Percent Volatile by Volume (%)	Variable but generally ranges from 2% to 25% depending on Temperature and grade. All petroleum solvent additives will not volatilize unless the MC cutback is heated to temperatures in excess of 350 degrees for prolonged periods.
Vapor Density (AIR = 1)	Not Determined	Evaporation Rate (Butyl Acetate = 1)	Not determined
Solubility in Water: Insoluble and non-dispersible			
Appearance and Odor: Dark brown to black liquid with a petroleum solvent odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point: Greater than 150 degrees F, generally in the 170 degree F range	Flammable Limits:	LEL: N/A	UEL: N/A
Extinguishing Media: Agents approved for Class B fires such as dry chemical, water, fog, co2, foam.			
Special Fire Fighting Procedures: A moderate fire hazard when exposed to flame or excess heat. Material should not be explosive unless heated excessively in a unventilated container and heat space vapors are exposed to flame or spark.			
Unusual Fire and Explosion Hazards: If heated to temperature in excess of 350° for prolonged periods in an unvented container, vapors could explode (especially if spark or flame is present) causing rupture of container.			

Section V - Reactivity Data

Stability:	Stable		Conditions to Avoid: Avoid exposure of heated liquid product to direct flames, sparks or other sources of ignition. Vapors can ignite and in confined spaces be explosive.
Incompatibility: Avoid contact with oxidizers.			
Hazardous Decomposition or Byproducts: As a result of decomposition by combustion hydrogen sulfide and other sulfur containing gases can be liberated. Additionally carbon monoxide, carbon dioxide, and organic acids can be formed" other hazardous product of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

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Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
Health Hazards:			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Petroleum Asphalt	No	No	No
Petroleum Distillates	No	No	No
Signs and Symptoms of Exposure: Headache, irritation, dizziness and nausea.			
Effects of Overexposure: Depression may be evidenced by giddiness, headache, dizziness, and nausea. In extreme cases unconsciousness and death may occur.			
Medical Conditions Generally Aggravated by Exposure: Not Determined			
Eye Contact:	Irritation if prolonged exposure to fume from product. If hot material is spilled on skin burns can occur.		
First Aid:	Use waterless cleaners followed by washing with soap and water. Never use petroleum solvents or halogenated solvents to clean skin. If skin has been exposed to hot liquid, cool with water or ice and see a physician for treatment. Burns resulting from direct contact with hot product should be treated the same as any other type of thermal burn.		
Ingestion:	Do not induce vomiting and get medical attention.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Remove from exposure and get medical attention.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irrigate immediately with water.		
First Aid:	Use waterless cleaners followed by washing with soap and water. Never use petroleum solvents or halogenated solvent to clean skin. If skin has been exposed to hot liquid, cool with water or ice and see a physician for treatment. Burns		

	resulting from direct contact with hot product should be treated the same as any other type of thermal.
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Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled:
Spill: Dike or contain material with sand, earth, clay, sawdust, oil dry or other suitable absorbent material. Pooled liquid can be pumped to containers or stage vessels if sufficiently fluid. Soak up remaining material with the absorbent material. Place contaminated absorbent material and dike material into approved containers for disposal. Materials should be disposed of according to federal, state, and local environmental regulations
Precautions to Be taken in Handling and Storing: Wear protective gloves when cleaning up spilled material. Either wear protective clothing or avoid contaminating clothing with spilled material. These precautions should be taken to avoid skin contact with the cutback, which could cause irritation.

Section VIII - Control Measures

Respiratory Protection: An appropriate NIOSH-approved respirator should be worn with an organic vapor cartridge when TWA limits are exceeded.		
Ventilation: Normal ventilation is adequate.	Local Exhaust: TWA Limits	Special: N/A
	Mechanical: N/A	Other: N/A

Protective Gloves: Impervious gloves such as neoprene or nitrile rubber should be used.	Eye Protection: Face shield or safety goggles should be worn if splashing is likely to occur.
Other Protective Clothing or Equipment: If large volume of liquid material are present, rubber boots should be worn to prevent contaminating normal footwear. If splashing on clothes is likely, impervious clothing or rain gear should be worn to prevent contamination or clothing and exposure to skin. If material does contact skin, removal should be with a waterless hand cleaner, swallowed by through washing with soap and water.	

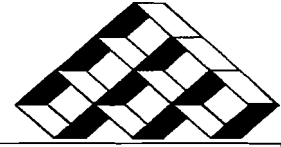
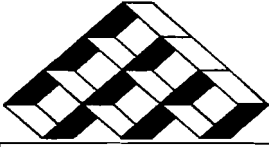
Section IX - Special Precautions

Precautions to Be taken in Handling and Storing: Avoid prolonged storage temperature in excess of 300°F as this will result in the loss of petroleum distillate cutter and will render the product unusable for its intended purpose.
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Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: PEP		
DOT Hazardous Material: No	DOT Shipping Name and Number: Non Regulated	DOT Hazard Class:

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number Chemtrec 1-800-424-9300
Address: <i>P.O. Box 218</i> Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 2-1-2011
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	Vol %	TLV
Petroleum Asphalt (Fumes)	Not Established	25-50	5 mg/m
Petroleum Distillate	Not Established	10-40	300 PPM
Suffocate Surfactant Blend	Not Established	1.0-2.0	Not Established
Water	Not Established	Balance	Not Established

Section III - Physical/Chemical Characteristics

Boiling Point	212 °F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .9700 to 1.0400
Vapor Pressure (mm Hg.)	23.7mm Hg@25 ° C	Percent Volatile by Volume (%)	Variable but generally ranges from 27% to 50%
Vapor Density (AIR = 1)	.62	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: Miscible (dispersible) in water, the petroleum asphalt portion is insoluble in water.			
Appearance and Odor: Chocolate brown liquid with a sweetish vanilla like odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Closed Cup Basis) In excess of 150 °F for the emulsion containing petroleum distillate. In a closed environment, vapors can accumulate to sufficient level to cause a flash. Because of the presents of water vapor in the head space, combustion will not be supported. If all of the water is driven off the flash point of the remaining material will be in excess of 250 °F.	Flammable Limits In the emulsified state this product will not be explosive.	LEL N/A	UEL N/A
Extinguishing Media: Agents approved for class B fires such as dry chemical, water fog, co2, and foam.			
Hazardous decomposition Products: The emulsion has no hazardous decomposition products. If all water is removed and the residue material is burned; hydrogen sulfide and other sulfur contain gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion maybe formed.			
Unusual Fire and Explosion Hazards: If heated above 212 °F boiling will occur and product may foam out of the vessel being heated. Steam will be evolved by this process.			

Section V - Reactivity Data

Stability:	Stable	Conditions to Avoid:	Do not store with strong oxidizers.
Incompatibility: Strong oxides			
Hazardous Decomposition or Byproducts: The emulsion has no hazardous decomposition products. If all water in removed and the residue material is burned; hydrogen sulfide and other sulfur containing gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
<p>Health Hazards: PEP is asphalt emulsion prime oil which contains petroleum derived asphalt, may contain low levels of petroleum distillates, water and cationic soap additives. PEP asphalt will not generate sufficient vapors to support combustion or result in a flash in an open environment. However, in confined spaces at temperatures above ambient and below 212 degrees F. Sufficient vapors can accumulate and result in a flash if an ignition source is present. Even under these confined storage conditions, this precut will not support combustion and will not burn under the conditions described. If sufficient heat is present to remove all of the water from the PEP asphalt, the remaining asphalt residue can be heated in excess of 212 degrees F. If the asphalt residue is heated to sufficiently high temperatures to release vapors from the asphalt (temperatures in excess of 300 degrees F) the following warning would apply.</p> <ol style="list-style-type: none"> 1. These vapors may contain hydrogen sulfide gas (H₂S) which can be harmful or fatal if inhaled. 2. Asphalt fumes have been the subject of numerous studies. Condensates of petroleum asphalt fumes generated at temperature in excess of 450 degrees F. Under laboratory conditions caused cancer in a mouse skin painting study. There are no studies that show that asphalt fumes are capable of causing cancer in humans. The international Agency for Research on Cancer (IARC) has determined that there is limited evidence of the carcinogenicity of undiluted steam refined asphalts in laboratory animals that there is inadequate evidence for the carcinogenicity of undiluted, steam refined asphalt in humans. 3. None of the components of asphalt that are present at concentrations equal to or greater than .1% are listed as carcinogens by OSHA, ACGIH, NTP, or IARC. 			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Not listed as a Carcinogen.	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
<p>Signs and Symptoms of Exposure: Can contain petroleum distillates as a component. Breathing high concentrations of these solvents can cause throat and nasal irritation, dizziness, nausea, loss of coordination, and headache. The temperatures, at which PEP asphalt is manufactured, transported and used (less than 212 degrees F) is unlikely to result in the release of significant concentrations of petroleum distillate fumes since the initial boiling point of the petroleum distillate is in excess of 250 degrees F.</p>			
<p>Medical Conditions Generally Aggravated by Exposure: Not Determined</p>			
<p>Emergency and First Aid Procedures</p>			
Eye Contact:	Irritation		
First Aid:	Flush with water. If there is asphalt present in the eyes or if irritation persists after exposure, seek medical attention.		
Ingestion:	Stomach irritation, vomiting, nausea.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Respiratory irritation, dizziness, headache, nausea.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irritation if prolonged exposure.		
First Aid:	Wash with soap and water or use waterless cleaners. Never use petroleum solvents or halogenated solvents to clean skin.		

Section VII - Precautions for Safe Handling and Use

<p>Steps to Be Taken in Case Material is Released or Spilled: Notify emergency response personnel. Build dike to contain liquid. Avoid contact with water which will dilute the emulsion thereby increasing the volume of liquid that must be treated. Pooled liquid can be pumped to containers or storage vessels. Soak up remaining materials with the absorbent material. Place contaminated absorbent material and dike material into approved containers for disposal</p>
<p>Precautions to Be taken in Handling and Storing: Do not store with strong oxidizers.</p>
<p>Other precautions:</p>

Section VIII - Control Measures

<p>Respiratory Protection: Under most exposure conditions normal ventilation is adequate. Prolonged exposure under confined conditions may require the use of a respirator, or self contained breathing equipment. If needed the respirator should be a NIOSH approved cartridge respirator with an organic vapor cartridge.</p>		
<p>Ventilation: Normal</p>	<p>Local Exhaust: TWA Limits</p>	<p>Special:</p>
	<p>Mechanical:</p>	<p>Other:</p>

<p>Protective Gloves: Impervious gloves such as neoprene or nitrile rubber should be used.</p>	<p>Eye Protection: Face shields or safety goggles should be worn if splashing is likely to occur.</p>
<p>Other Protective Clothing or Equipment: If large volumes of liquid material present rubber boots should be worn to prevent contamination normal footwear. If splashing on clothes is likely impervious clothing or rain gear should be worn to prevent contamination of clothing and exposure to skin. If material does contact skin, removal should be with waterless hand cleaner followed by thorough washing with soap and water.</p>	
<p>Work/Hygienic Practices:</p>	

Section IX - Special Precautions

<p>Precautions to Be taken in Handling and Storing: Avoid freezing temperatures or heating in excess of 212 degrees F. Both extremes will cause separation of the water from the asphalt will render the product unusable and result in a disposal situation. In storage do not contaminate with cationic emulsions or other asphalt materials such as asphalt cement or cutback asphalts. All of these material are incompatible and will result in an unusable material that will require waste disposal processing.</p>

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Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: SS-1, SS-1H, SS-1D 50/50, SS-1D 60/40, SS-1D 70/30		
DOT Hazardous Material: No	DOT Shipping Name and Number: Non Regulated	DOT Hazard Class:

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number Chemtrec 1-800-424-9300
Address: P.O. Box 218 Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 2-1-2011
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	Vol %	TLV
Petroleum Asphalt (Fumes)	Not Established	52-68	5 mg/m
Lignite Surfactant blend	Not Established	1.0-2.0	Not Established
Water	Not Established	Balance	Not Established

Section III - Physical/Chemical Characteristics

Boiling Point	212 °F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .9700 to 1.0400
Vapor Pressure (mm Hg.)	23.7mm Hg@25 ° C	Percent Volatile by Volume (%)	Variable but generally ranges from 32% to 48%
Vapor Density (AIR = 1)	.62	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: Miscible (dispersible) in water, the petroleum asphalt portion is insoluble in water.			
Appearance and Odor: Chocolate brown liquid with a sweetish vanilla like odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Closed Cup Basis) In excess of 212 °F for the emulsion containing petroleum distillate. In a closed environment, vapors can accumulate to sufficient level to cause a flash. Because of the presents of water vapor in the head space, combustion will not be supported. If all of the water is driven off the flash point of the remaining material will be in excess of 300 °F.	Flammable Limits In the emulsified state this product will not be explosive.	LEL N/A	UEL N/A
Extinguishing Media: Agents approved for class B fires such as dry chemical, water fog, co2, and foam.			
Hazardous decomposition Products: The emulsion has no hazardous decomposition products. If all water is removed and the residue material is burned; hydrogen sulfide and other sulfur contain gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion maybe formed.			
Unusual Fire and Explosion Hazards: If heated above 212 °F boiling will occur and product may foam out of the vessel being heated. Steam will be evolved by this process.			

Section V - Reactivity Data

Stability:	Stable	Conditions to Avoid:	Do not store with strong oxidizers.
Incompatibility: Strong oxides			
Hazardous Decomposition or Byproducts: The emulsion has no hazardous decomposition products. If all water in removed and the residue material is burned; hydrogen sulfide and other sulfur containing gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
<p>Health Hazards: SS asphalt is anionic, petroleum asphalt emulsions. SS asphalt contain petroleum derived asphalt, water and anionic surfactant additives. SS asphalt will not generate sufficient vapors to support combustion or result in a flash in an open environment. However, in confined spaces at temperatures above ambient and below 212 degrees F. Sufficient vapors can accumulate and result in a flash if an ignition source is present. Even under these confined storage conditions, this precut will not support combustion and will not burn under the conditions described.</p> <p>If sufficient heat is present to remove all of the water from the SS asphalt, the remaining asphalt residue ca be heated in excess of 212 degrees F. If the asphalt residue is heated to sufficiently high temperatures to release vapors from the asphalt (temperatures in excess of 300 degrees F) the following warning would apply.</p> <ol style="list-style-type: none"> 1. These vapors may contain hydrogen sulfide gas (H₂s) which can be harmful or fatal if inhaled. 2. Asphalt fumes have been the subject of numerous studies. Condensates of petroleum asphalt fumes generated at temperature in excess of 450 degrees F. Under laboratory conditions caused cancer in a mouse skin painting study. There are no studies that show that asphalt fumes are capable of causing cancer in humans. The international Agency for Research on Cancer (IARC) has determined that there is limited evidence of the carcinogenicity of undiluted steam refined asphalts in laboratory animals that there is inadequate evidence for the carcinogenicity of undiluted, steam refined asphalt in humans. 3. None of the components of asphalt that are present at concentrations equal to or greater than .1% are listed as carcinogens by OSHA, ACGIH, NTP, or IARC. 			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Not listed as a Carcinogen.	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
<p>Signs and Symptoms of Exposure: Can contain petroleum distillates as a component. Breathing high concentrations of these solvents can cause throat and nasal irritation, dizziness, nausea, loss of coordination, and headache. The temperatures, at which SS asphalt is manufactured, transported and used (less than 212 degrees F) is unlikely to result in the release of significant concentrations of petroleum distillate fumes since the initial boiling point of the petroleum distillate is in excess of 250 degrees F.</p>			
<p>Medical Conditions Generally Aggravated by Exposure: Not Determined</p>			
<p>Emergency and First Aid Procedures</p>			
Eye Contact:	Irritation		
First Aid:	Flush with water. If there is asphalt present in the eyes or if irritation persists after exposure, seek medical attention.		
Ingestion:	Stomach irritation, vomiting, nausea.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Respiratory irritation, dizziness, headache, nausea.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irritation if prolonged exposure.		
First Aid:	Wash with soap and water or use waterless cleaners. Never use petroleum solvents or halogenated solvents to clean skin.		

Section VII - Precautions for Safe Handling and Use

<p>Steps to Be Taken in Case Material is Released or Spilled: Notify emergency response personnel. Build dike to contain liquid. Avoid contact with water which will dilute the emulsion thereby increasing the volume of liquid that must be treated. Pooled liquid can be pumped to containers or storage vessels. Soak up remaining materials with the absorbent material. Place contaminated absorbent material and dke material into approved containters for disposal</p>
<p>Precautions to Be taken in Handling and Storing: Do not store with strong oxidizers.</p>
<p>Other precautions:</p>

Section VIII - Control Measures

<p>Respiratory Protection: Under most exposure conditions normal ventilation is adequate. Prolonged exposure under confined conditions may require the use of a respirator, or self contained breathing equipment. If needed the respirator should be a NIOSH approved cartridge respirator with and organic vapor cartridge.</p>		
<p>Ventilation: Normal</p>	<p>Local Exhaust: TWA Limits</p>	<p>Special:</p>
	<p>Mechanical:</p>	<p>Other:</p>

<p>Protective Gloves: Impervious gloves such as neoprene ore nitrile rubber should be used.</p>	<p>Eye Protection: Face shields or safety goggles should be worn if splashing is likely to occur.</p>
<p>Other Protective Clothing or Equipment: If large volumes of liquid material present rubber boots should be worn to prevent contamination normal footwear. If splashing on clothes is likely impervious clothing or rain gear should be worn to prevent contamination of clothing and exposure to skin. If material does contact skin, removal should be with waterless hand cleaner followed by thorough washing with soap and water.</p>	
<p>Work/Hygienic Practices:</p>	

Section IX - Special Precautions

<p>Precautions to Be taken in Handling and Storing: Avoid freezing temperatures or heating in excess of 212 degrees F. Both extemes will cause separation of the water from the asphalt will render the product unusable and resule in a disposal situation. In storage do not contaminate with cationic emulsions or other asphalt materials such as asphalt cement or cutback asphalts. All of these material are incompatable and will result in an usable materal that will require waste disposal processing.</p>

The Information contained herein is furnished without warranty of any kind Employers should use this information only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use of these materials and the safely and health of employees.

Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: AEP, Dust Buster		
DOT Hazardous Material: No	DOT Shipping Name and Number: Non Regulated	DOT Hazard Class:

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number Chemtrec 1-800-424-9300
Address: <i>P.O. Box 218</i> Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 2-1-2011
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	Vol %	TLV
Petroleum Asphalt (Fumes)	Not Established	25-50	5 mg/m
Petroleum Distillate	Not Established	10-40	300 PPM
Suffocate Surfactant Blend	Not Established	1.0-2.0	Not Established
Water	Not Established	Balance	Not Established

Section III - Physical/Chemical Characteristics

Boiling Point	212 °F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .9700 to 1.0400
Vapor Pressure (mm Hg.)	23.7mm Hg@25 ° C	Percent Volatile by Volume (%)	Variable but generally ranges from 27% to 50%
Vapor Density (AIR = 1)	.62	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: Miscible (dispersible) in water, the petroleum asphalt portion is insoluble in water.			
Appearance and Odor: Chocolate brown liquid with a sweetish vanilla like odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Closed Cup Basis) In excess of 150 °F for the emulsion containing petroleum distillate. In a closed environment, vapors can accumulate to sufficient level to cause a flash. Because of the presents of water vapor in the head space, combustion will not be supported. If all of the water is driven off the flash point of the remaining material will be in excess of 250 °F.	Flammable Limits In the emulsified state this product will not be explosive.	LEL N/A	UEL N/A
Extinguishing Media: Agents approved for class B fires such as dry chemical, water fog, co2, and foam.			
Hazardous decomposition Products: The emulsion has no hazardous decomposition products. If all water is removed and the residue material is burned; hydrogen sulfide and other sulfur contain gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion maybe formed.			
Unusual Fire and Explosion Hazards: If heated above 212 °F boiling will occur and product may foam out of the vessel being heated. Steam will be evolved by this process.			

Section V - Reactivity Data

Stability:	Stable	Conditions to Avoid:	Do not store with strong oxidizers.
Incompatibility: Strong oxides			
Hazardous Decomposition or Byproducts: The emulsion has no hazardous decomposition products. If all water in removed and the residue material is burned; hydrogen sulfide and other sulfur containing gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
<p>Health Hazards: AEP is asphalt emulsion prime oil which contains petroleum derived asphalt, may contain low levels of petroleum distillates, water and cationic soap additives. AEP asphalt will not generate sufficient vapors to support combustion or result in a flash in an open environment. However, in confined spaces at temperatures above ambient and below 212 degrees F. Sufficient vapors can accumulate and result in a flash if an ignition source is present. Even under these confined storage conditions, this precut will not support combustion and will not burn under the conditions described. If sufficient heat is present to remove all of the water from the AEP asphalt, the remaining asphalt residue can be heated in excess of 212 degrees F. If the asphalt residue is heated to sufficiently high temperatures to release vapors from the asphalt (temperatures in excess of 300 degrees F) the following warning would apply.</p> <ol style="list-style-type: none"> 1. These vapors may contain hydrogen sulfide gas (H₂S) which can be harmful or fatal if inhaled. 2. Asphalt fumes have been the subject of numerous studies. Condensates of petroleum asphalt fumes generated at temperature in excess of 450 degrees F. Under laboratory conditions caused cancer in a mouse skin painting study. There are no studies that show that asphalt fumes are capable of causing cancer in humans. The international Agency for Research on Cancer (IARC) has determined that there is limited evidence of the carcinogenicity of undiluted steam refined asphalts in laboratory animals that there is inadequate evidence for the carcinogenicity of undiluted, steam refined asphalt in humans. 3. None of the components of asphalt that are present at concentrations equal to or greater than .1% are listed as carcinogens by OSHA, ACGIH, NTP, or IARC. 			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Not listed as a Carcinogen.	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
<p>Signs and Symptoms of Exposure: Can contain petroleum distillates as a component. Breathing high concentrations of these solvents can cause throat and nasal irritation, dizziness, nausea, loss of coordination, and headache. The temperatures, at which AEP asphalt is manufactured, transported and used (less than 212 degrees F) is unlikely to result in the release of significant concentrations of petroleum distillate fumes since the initial boiling point of the petroleum distillate is in excess of 250 degrees F.</p>			
<p>Medical Conditions Generally Aggravated by Exposure: Not Determined</p>			
<p>Emergency and First Aid Procedures</p>			
Eye Contact:	Irritation		
First Aid:	Flush with water. If there is asphalt present in the eyes or if irritation persists after exposure, seek medical attention.		
Ingestion:	Stomach irritation, vomiting, nausea.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Respiratory irritation, dizziness, headache, nausea.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irritation if prolonged exposure.		
First Aid:	Wash with soap and water or use waterless cleaners. Never use petroleum solvents or halogenated solvents to clean skin.		

Section VII - Precautions for Safe Handling and Use

<p>Steps to Be Taken in Case Material is Released or Spilled: Notify emergency response personnel. Build dike to contain liquid. Avoid contact with water which will dilute the emulsion thereby increasing the volume of liquid that must be treated. Pooled liquid can be pumped to containers or storage vessels. Soak up remaining materials with the absorbent material. Place contaminated absorbent material and dike material into approved containers for disposal</p>
<p>Precautions to Be taken in Handling and Storing: Do not store with strong oxidizers.</p>
<p>Other precautions:</p>

Section VIII - Control Measures

<p>Respiratory Protection: Under most exposure conditions normal ventilation is adequate. Prolonged exposure under confined conditions may require the use of a respirator, or self contained breathing equipment. If needed the respirator should be a NIOSH approved cartridge respirator with an organic vapor cartridge.</p>		
<p>Ventilation: Normal</p>	<p>Local Exhaust: TWA Limits</p>	<p>Special:</p>
	<p>Mechanical:</p>	<p>Other:</p>

<p>Protective Gloves: Impervious gloves such as neoprene or nitrile rubber should be used.</p>	<p>Eye Protection: Face shields or safety goggles should be worn if splashing is likely to occur.</p>
<p>Other Protective Clothing or Equipment: If large volumes of liquid material present rubber boots should be worn to prevent contamination normal footwear. If splashing on clothes is likely impervious clothing or rain gear should be worn to prevent contamination of clothing and exposure to skin. If material does contact skin, removal should be with waterless hand cleaner followed by thorough washing with soap and water.</p>	
<p>Work/Hygienic Practices:</p>	

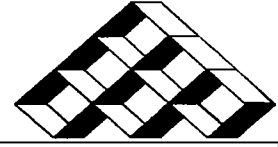
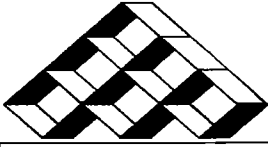
Section IX - Special Precautions

<p>Precautions to Be taken in Handling and Storing: Avoid freezing temperatures or heating in excess of 212 degrees F. Both extremes will cause separation of the water from the asphalt will render the product unusable and result in a disposal situation. In storage do not contaminate with cationic emulsions or other asphalt materials such as asphalt cement or cutback asphalts. All of these materials are incompatible and will result in an unusable material that will require waste disposal processing.</p>
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The Information contained herein is furnished without warranty of any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees.

Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: CRS-2, CRS-1H, CQS1-F		
DOT Hazardous Material: No	DOT Shipping Name and Number: Non Regulated	DOT Hazard Class:

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number 1-800-633-8253
Address: P.O. Box 218 Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 9-1-2009
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	Vol %	TLV
Petroleum Asphalt (Fumes)	Not Established	50-74	5 mg/m
Petroleum Distillate	Not Established	0-2	300 PPM
Proprietary amine surfactant	Not Established	.10-.40	Not Established
Hydrochloric Acid	5PPM	.08-.4	5PPM
Water	Not Established	Balance	Not Established

Section III - Physical/Chemical Characteristics

Boiling Point	212 °F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .9700 to 1.0400
Vapor Pressure (mm Hg.)	23.7mm Hg@25 ° C	Percent Volatile by Volume (%)	Variable but generally ranges from 27% to 50%
Vapor Density (AIR = 1)	.62	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: Miscible (dispersible) in water, the petroleum asphalt portion is insoluble in water.			
Appearance and Odor: Chocolate brown liquid with an acrid odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Closed Cup Basis) In excess of 200 °F for the emulsion containing petroleum distillate. In a closed environment, vapors can accumulate to sufficient level to cause a flash. Because of the presents of water vapor in the head space, combustion will not be supported. If all of the water is driven off the flash point of the remaining material will be in excess of 250 °F.	Flammable Limits In the emulsified state this product will not be explosive.	LEL N/A	UEL N/A
Extinguishing Media: Agents approved for class B fires such as dry chemical, water fog, co2, and foam.			
Hazardous decomposition Products: The emulsion has no hazardous decomposition products. If all water is removed and the residue material is burned; hydrogen sulfide and other sulfur contain gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion maybe formed.			
Unusual Fire and Explosion Hazards: If heated above 212 °F boiling will occur and product may foam out of the vessel being heated. Steam will be evolved by this process.			

Section V - Reactivity Data

Stability:	Stable	Conditions to Avoid:	Do not store with strong oxidizers.
Incompatibility: Strong oxides			
Hazardous Decomposition or Byproducts: The emulsion has no hazardous decomposition products. If all water in removed and the residue material is burned; hydrogen sulfide and other sulfur containing gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
<p>Health Hazards: Cationic, petroleum asphalt emulsions. CRS asphalt contains petroleum derived asphalt, may contain low levels of petroleum distillates, water and cationic soap additives. CRS asphalt will not generate sufficient vapors to support combustion or result in a flash in an open environment. However, in confined spaces at temperatures above ambient and below 212 degrees F. Sufficient vapors can accumulate and result in a flash if an ignition source is present. Even under these confined storage conditions, this precut will not support combustion and will not burn under the conditions described.</p> <p>If sufficient heat is present to remove all of the water from the CRS asphalt, the remaining asphalt residue can be heated in excess of 212 degrees F. If the asphalt residue is heated to sufficiently high temperatures to release vapors from the asphalt (temperatures in excess of 300 degrees F) the following warning would apply.</p> <ol style="list-style-type: none"> 1. These vapors may contain hydrogen sulfide gas (H₂S) which can be harmful or fatal if inhaled. 2. Asphalt fumes have been the subject of numerous studies. Condensates of petroleum asphalt fumes generated at temperature in excess of 450 degrees F. Under laboratory conditions caused cancer in a mouse skin painting study. There are no studies that show that asphalt fumes are capable of causing cancer in humans. The international Agency for Research on Cancer (IARC) has determined that there is limited evidence of the carcinogenicity of undiluted steam refined asphalts in laboratory animals that there is inadequate evidence for the carcinogenicity of undiluted, steam refined asphalt in humans. 3. None of the components of asphalt that are present at concentrations equal to or greater than .1% are listed as carcinogens by OSHA, ACGIH, NTP, or IARC. 			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Not listed as a Carcinogen.	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
<p>Signs and Symptoms of Exposure: Can contain petroleum distillates as a component. Breathing high concentrations of these solvents can cause throat and nasal irritation, dizziness, nausea, loss of coordination, and headache. The temperatures, at which CRS asphalt is manufactured, transported and used (less than 212 degrees F) is unlikely to result in the release of significant concentrations of petroleum distillate fumes since the initial boiling point of the petroleum distillate is in excess of 250 degrees F.</p>			
<p>Medical Conditions Generally Aggravated by Exposure: Not Determined</p>			
<p>Emergency and First Aid Procedures</p>			
Eye Contact:	Irritation		
First Aid:	Flush with water. If there is asphalt present in the eyes or if irritation persists after exposure, seek medical attention.		
Ingestion:	Stomach irritation, vomiting, nausea.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Respiratory irritation, dizziness, headache, nausea.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irritation if prolonged exposure.		
First Aid:	Wash with soap and water or use waterless cleaners. Never use petroleum solvents or halogenated solvents to clean skin.		

Section VII - Precautions for Safe Handling and Use

<p>Steps to Be Taken in Case Material is Released or Spilled: Notify emergency response personnel. Build dike to contain liquid. Avoid contact with water which will dilute the emulsion thereby increasing the volume of liquid that must be treated. Pooled liquid can be pumped to containers or storage vessels. Soak up remaining materials with the absorbent material. Place contaminated absorbent material and dike material into approved containers for disposal</p>
<p>Precautions to Be taken in Handling and Storing: Do not store with strong oxidizers.</p>
<p>Other precautions:</p>

Section VIII - Control Measures

<p>Respiratory Protection: Under most exposure conditions normal ventilation is adequate. Prolonged exposure under confined conditions may require the use of a respirator, or self contained breathing equipment. If needed the respirator should be a NIOSH approved cartridge respirator with an organic vapor cartridge.</p>		
<p>Ventilation: Normal</p>	<p>Local Exhaust: TWA Limits</p>	<p>Special:</p>
	<p>Mechanical:</p>	<p>Other:</p>

<p>Protective Gloves: Impervious gloves such as neoprene or nitrile rubber should be used.</p>	<p>Eye Protection: Face shields or safety goggles should be worn if splashing is likely to occur.</p>
<p>Other Protective Clothing or Equipment: If large volumes of liquid material present rubber boots should be worn to prevent contamination normal footwear. If splashing on clothes is likely impervious clothing or rain gear should be worn to prevent contamination of clothing and exposure to skin. If material does contact skin, removal should be with waterless hand cleaner followed by thorough washing with soap and water.</p>	
<p>Work/Hygienic Practices:</p>	

Section IX - Special Precautions

<p>Precautions to Be taken in Handling and Storing: Avoid freezing temperatures or heating in excess of 212 degrees F. Both extremes will cause separation of the water from the asphalt will render the product unusable and result in a disposal situation. In storage do not contaminate with cationic emulsions or other asphalt materials such as asphalt cement or cutback asphalts. All of these materials are incompatible and will result in an unusable material that will require waste disposal processing.</p>
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The information contained herein is furnished without warranty of any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees.

Coastal Energy Corporation

P.O. Box 218
Willow Springs Missouri 65793



Product Name: CRS-2L, CRS-2P, CRS-2S, CRS-1HP, CHFRS-2P		
DOT Hazardous Material: No	DOT Shipping Name and Number: Non Regulated	DOT Hazard Class:

Section I

Distributor's Name Coastal Energy Corporation	Emergency Telephone Number Chemtrec 1-800-424-9300
Address: <i>P.O. Box 218</i> Willow Springs Missouri 65793	Telephone Number for Information 417-469-2777
	Date Prepared 2-1-2011
	Signature of Preparer Jeff Cunningham

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	Vol %	TLV
Petroleum Asphalt (Fumes)	Not Established	50-74	5 mg/m
Styrene Butadiene	N/A	1-4%	N/A
Proprietary amine surfactant	Not Established	.10-.40	Not Established
Hydrochloric Acid	5PPM	.08-.4	5PPM
Water	Not Established	Balance	Not Established

Section III - Physical/Chemical Characteristics

Boiling Point	212 °F	Specific Gravity (H₂O = 1)	Variable but generally ranges from .9700 to 1.0400
Vapor Pressure (mm Hg.)	23.7mm Hg@25 ° C	Percent Volatile by Volume (%)	Variable but generally ranges from 27% to 50%
Vapor Density (AIR = 1)	.62	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: Miscible (dispersible) in water, the petroleum asphalt portion is insoluble in water.			
Appearance and Odor: Chocolate brown liquid with an acrid odor.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Closed Cup Basis) In excess of 212 °F for the emulsion containing petroleum distillate. In a closed environment, vapors can accumulate to sufficient level to cause a flash. Because of the presents of water vapor in the head space, combustion will not be supported. If all of the water is driven off the flash point of the remaining material will be in excess of 250 °F.	Flammable Limits In the emulsified state this product will not be explosive.	LEL N/A	UEL N/A
Extinguishing Media: Agents approved for class B fires such as dry chemical, water fog, co2, and foam.			
Hazardous decomposition Products: The emulsion has no hazardous decomposition products. If all water is removed and the residue material is burned; hydrogen sulfide and other sulfur contain gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion maybe formed.			
Unusual Fire and Explosion Hazards: If heated above 212 °F boiling will occur and product may foam out of the vessel being heated. Steam will be evolved by this process.			

Section V - Reactivity Data

Stability:	Stable	Conditions to Avoid:	Do not store with strong oxidizers.
Incompatibility: Strong oxides			
Hazardous Decomposition or Byproducts: The emulsion has no hazardous decomposition products. If all water in removed and the residue material is burned; hydrogen sulfide and other sulfur containing gases can be liberated. Additionally, carbon monoxide and carbon dioxide can be formed; other hazardous products of combustion may be formed.			
Hazardous Polymerization:	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes	Skin? Yes	Ingestion? Yes
<p>Health Hazards: cationic, petroleum asphalt emulsions. CRS asphalt contains petroleum derived asphalt, may contain low levels of petroleum distillates, water and cationic soap additives. CRS asphalt will not generate sufficient vapors to support combustion or result in a flash in an open environment. However, in confined spaces at temperatures above ambient and below 212 degrees F. Sufficient vapors can accumulate and result in a flash if an ignition source is present. Even under these confined storage conditions, this precut will not support combustion and will not burn under the conditions described.</p> <p>If sufficient heat is present to remove all of the water from the CRS asphalt, the remaining asphalt residue can be heated in excess of 212 degrees F. If the asphalt residue is heated to sufficiently high temperatures to release vapors from the asphalt (temperatures in excess of 300 degrees F) the following warning would apply.</p> <ol style="list-style-type: none"> 1. These vapors may contain hydrogen sulfide gas (H₂S) which can be harmful or fatal if inhaled. 2. Asphalt fumes have been the subject of numerous studies. Condensates of petroleum asphalt fumes generated at temperature in excess of 450 degrees F. Under laboratory conditions caused cancer in a mouse skin painting study. There are no studies that show that asphalt fumes are capable of causing cancer in humans. The international Agency for Research on Cancer (IARC) has determined that there is limited evidence of the carcinogenicity of undiluted steam refined asphalts in laboratory animals that there is inadequate evidence for the carcinogenicity of undiluted, steam refined asphalt in humans. 3. None of the components of asphalt that are present at concentrations equal to or greater than .1% are listed as carcinogens by OSHA, ACGIH, NTP, or IARC. 			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Not listed as a Carcinogen.	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
<p>Signs and Symptoms of Exposure: Can contain petroleum distillates as a component. Breathing high concentrations of these solvents can cause throat and nasal irritation, dizziness, nausea, loss of coordination, and headache. The temperatures, at which CRS asphalt is manufactured, transported and used (less than 212 degrees F) is unlikely to result in the release of significant concentrations of petroleum distillate fumes since the initial boiling point of the petroleum distillate is in excess of 250 degrees F.</p>			
<p>Medical Conditions Generally Aggravated by Exposure: Not Determined</p>			
<p>Emergency and First Aid Procedures</p>			
Eye Contact:	Irritation		
First Aid:	Flush with water. If there is asphalt present in the eyes or if irritation persists after exposure, seek medical attention.		
Ingestion:	Stomach irritation, vomiting, nausea.		
First Aid:	If victim is conscious, give liquids. Call a physician. Do not induce vomiting unless directed to do so by physician.		
Inhalation	Respiratory irritation, dizziness, headache, nausea.		
First Aid:	Remove to fresh air. If there is difficulty breathing, give oxygen; if breathing has ceased, give artificial respiration. Get medical attention.		
Skin	Irritation if prolonged exposure.		
First Aid:	Wash with soap and water or use waterless cleaners. Never use petroleum solvents or halogenated solvents to clean skin.		

Section VII - Precautions for Safe Handling and Use

<p>Steps to Be Taken in Case Material is Released or Spilled: Notify emergency response personnel. Build dike to contain liquid. Avoid contact with water which will dilute the emulsion thereby increasing the volume of liquid that must be treated. Pooled liquid can be pumped to containers or storage vessels. Soak up remaining materials with the absorbent material. Place contaminated absorbent material and dike material into approved containers for disposal</p>
<p>Precautions to Be taken in Handling and Storing: Do not store with strong oxidizers.</p>
<p>Other precautions:</p>

Section VIII - Control Measures

<p>Respiratory Protection: Under most exposure conditions normal ventilation is adequate. Prolonged exposure under confined conditions may require the use of a respirator, or self contained breathing equipment. If needed the respirator should be a NIOSH approved cartridge respirator with an organic vapor cartridge.</p>		
<p>Ventilation: Normal</p>	<p>Local Exhaust: TWA Limits</p>	<p>Special:</p>
	<p>Mechanical:</p>	<p>Other:</p>

<p>Protective Gloves: Impervious gloves such as neoprene or nitrile rubber should be used.</p>	<p>Eye Protection: Face shields or safety goggles should be worn if splashing is likely to occur.</p>
<p>Other Protective Clothing or Equipment: If large volumes of liquid material present rubber boots should be worn to prevent contamination normal footwear. If splashing on clothes is likely impervious clothing or rain gear should be worn to prevent contamination of clothing and exposure to skin. If material does contact skin, removal should be with waterless hand cleaner followed by thorough washing with soap and water.</p>	
<p>Work/Hygienic Practices:</p>	

Section IX - Special Precautions

<p>Precautions to Be taken in Handling and Storing: Avoid freezing temperatures or heating in excess of 212 degrees F. Both extremes will cause separation of the water from the asphalt will render the product unusable and result in a disposal situation. In storage do not contaminate with cationic emulsions or other asphalt materials such as asphalt cement or cutback asphalts. All of these material are incompatible and will result in an unusable material that will require waste disposal processing.</p>

The Information contained herein is furnished without warranty of any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees.

(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.

Chad Odle Asphalt Rep
Name and Title of Authorized Representative

Chad Odle
Signature

12-8-14
Date

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

State of Missouri)
)SS.
County of Howell)

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

11-5-14
Date

Chad Odle
Signature

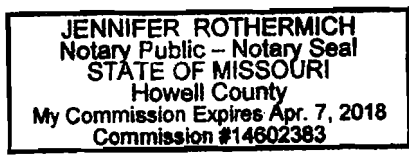
43-1243469
Social Security Number
or Other Federal I.D. Number

Chad Odle
Printed Name

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

Jennifer Rothermich
Notary Public

My Commission Expires: Apr 7, 2018





BOONE COUNTY, MISSOURI
Request for Bid #: MM66 – Bituminous Materials
Bid Submission Deadline: November 12, 2014, 2:00 pm CT

ADDENDUM #1 - Issued October 24, 2014

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

ADD the following material requirements as part of SPECIFICATIONS, Page 8 of the bid document, Item 5 "Conformance of Materials"-

Material conformance for CHFRS-2P (cationic high float rapid set emulsion) shall be to Missouri Standard Specifications for Highway Construction, dated 2011 or Current Edition, Division 1000, Materials Details, Section 409, and specifically as follows:

CHFRS-2P shall also meet 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 equal) blending agent.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **MM66 – Bituminous Materials**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
REQUEST FOR BID

Sheet 1 of 19

Bid Number: (MM66)

Closing Date: November 12, 2014
2:00 pm, CT, Wednesday

Buyer Contact Name: Elizabeth Sanders, CPPB, Senior Buyer, Boone County

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: lsanders@boonecountymo.org

Commodities or Service Requested: **BITUMINOUS MATERIALS – Term & Supply**

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing Department
613 E. Ash St., Room 111
Columbia, MO 65201



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. **Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).**
2. Bidders are to use the bid forms provided for that purpose in submitting bids, return the announcement and bid sheets comprising this bid, give unit price, extend totals, and contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer(s) the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder(s) whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders, the amount of other work being carried on by the bidder, the quality, efficiency, and construction of the equipment proposed to be furnished, the period of time within which the equipment is to be furnished and delivered, and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirements mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

8. Cooperative Member Agencies reserve 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 Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award** – A Bid Tabulation of responses received as well as award status can be viewed at www.showmeboone.com under 'Purchasing Department'.

 - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.
12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. Actual **changes** in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
GENERAL PROVISIONS**

1. **BID RESPONSE:**
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the “*No Bid*” *Response Form* will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
 - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
 - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

12. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

13. FUND ALLOCATION:

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

14. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. DOMESTIC PRODUCTS:

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. RECYCLED PRODUCTS:

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. EQUAL OPPORTUNITY:

Members of the Cooperative are equal opportunity affirmative action employers 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.

19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

20. CLARIFICATIONS:

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Boone County if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed **in writing** to the buyer of record for Boone County. Such communications should be received at least five (5) working days prior to the official bid opening date.

Buyer of Record: Elizabeth Sanders, Senior Buyer, Boone County Purchasing at 613 E. Ash St, Room 111, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: lsanders@boonecountymo.org



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM JANUARY 1, 2015 THROUGH APRIL 30, 2015 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR SUBSEQUENT 4-MONTH PERIODS, EXERCISED SEPARATELY, AND NOT TO EXCEED EIGHT (8) MAXIMUM PERIODS.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County, 613 E. Ash St., Room 111, Columbia, Mo 65201
Contact: Elizabeth Sanders, Senior Buyer
(573) 886-4393

2. City of Columbia, 701 E. Broadway, 5th Floor, Columbia, Mo 65201
Contact: Cale Turner, Senior Procurement Officer
(573) 874-7375

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative, including Special Road District of Boone County? A list of the current entity members is attached to this bid. YES _____ NO _____

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

"I agree to provide Bituminous Materials as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within _____ miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

_____ (X)

A negative answer to the above is not an evaluation factor for award of this contract.



SPECIFICATIONS
For
BITUMINOUS MATERIALS—TERM AND SUPPLY

1. The Mid-Missouri Public Purchasing Cooperative seeks bids from qualified organizations who can provide Bituminous Asphalt Mixtures to its participating members.
2. **Contract Term:** Entities participating in this request include the County of Boone and the City of Columbia. Each entity (hereinafter referred to as participating agency) will either enter into separate contractual agreement(s) or issue blanket purchase orders. Contract will be from January 1, 2015 through April 30, 2015 with subsequent 4-month renewal period options, not to exceed (8) renewal periods. This contract may also be cancelled by the Cooperative upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the Cooperative.
3. **Renewals:** Any price increases at time of renewal must be approved by the Cooperative. Contractor(s) will be allowed to adjust prices for the renewal term, provided that proof of manufacturer's price increase can be furnished to the Cooperative Representative. Proposed price increases will be evaluated at each renewal period by the County and City, with purchases made from the Contractor(s) offering the lowest price by line item.
4. **Quantities:** Quantities identified in the Pricing Section are estimates only. Successful bidder may be requested to furnish more or less than the estimated quantities to meet the participating entities' operating needs. Pricing shall remain fixed for a given contract period regardless of order quantities. *Boone County anticipates utilizing either the PEP product or the AEP product.*
5. **Conformance of materials:** All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, Section 1015, and any revisions thereto, together with the specifications contained herein. The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **ASSHTO T40-78 (1986)**. Emulsified asphalt shall be *tested* in accordance with **AASHTO T59-881**.

Bidders are to provide specification sheets for each product quoted. A certification of chemical analysis shall be provided by the Supplier and accompany each load that is delivered.

SPECIAL PROVISION: Specifications for Penetrating Emulsified Prime (PEP)- All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130°F. (16-54C.)

6. **Deliveries:**

All Bids submitted shall be FOB Destination to *Boone County Public Works Department*, located at 5551 Highway 63 South, Columbia, Missouri or *City of Columbia Public Works Department*, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered OR picked up on an "as needed" basis at the request of Boone County Public Works or City of Columbia Public Works.

The unit prices quoted shall include **ALL** delivery and unloading expenses. All delivered materials will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

7. Invoicing and Payment Requirements

The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of this bid document after completion of deliverables specified herein and acceptance by the participating agency's designated representative.

The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein. Bituminous material will not be paid for until it has been applied, or delivered thirty (30) days in order for the Cooperative representative to determine that the material complies with the requirements of the specifications. When, in the opinion of the Cooperative representative, the bituminous material has complied with the requirements of the specifications, then monthly payments will be made.

Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

The Mid Missouri Public Purchasing Cooperative's member agencies are exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

The MMPPC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MMPPC's rejection and shall be returned at the contractor's expense.

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.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$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; non-owned and both on and off the site of work.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

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



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE
Delivered Prices shall be quoted FOB Destination

Item No.	Quantity (EST)	Description	Delivered Unit Price/gal Full Transport Load Minimum	Picked Up Unit Price/gal <i>1000 GAL</i>	Picked Up Unit Price/gal Full Transport Load
1.	200,000 Gal	CRS-2	_____	_____	_____
2.	1,500 Gal	MC-3000	_____	_____	_____
3.	6,000 Gal	PEP	_____	_____	_____
4.	1-Full Tanker Load	SS-1	_____	_____	_____
5.	230,000 Gal	CRS-2P	_____	_____	_____
6.	1-Full Tanker Load	MC-800	_____	_____	_____
7.	1-Full Tanker Load	MC-30	_____	_____	_____
8.	6,000 Gal	AEP	_____	_____	_____
9.	150,000 Gal	CHFRS2-P	_____	_____	_____
10.	200,000 Gal	Emulsified Asphalt EA-90	_____	_____	_____
11.	150,000 Gal	Emulsified Asphalt EA-90P	_____	_____	_____
12.	Per Hour	Demurrage Charge:			\$_____/HR
13.		Demurrage Charge begins after ____ hrs.			

Bidders are to provide with their bid response, specification sheets for each product quoted. A certification of chemical analysis shall be provided by the Supplier and accompany each load that is delivered.

14. Delivery of orders will be made within _____ days after receipt of order.

15. Maximum % increase for any renewal period: _____% Increase

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Address:

City/Zip:

Phone Number:

Fax Number:

Federal Tax ID: _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Social Security Number : _____

Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes ___ No ___

Authorized Representative Signature:

Print Name and Title of Authorized Representative

Date: _____



“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Mid Missouri Public Purchasing Cooperative’s vendor list **for this service/commodity**, please remove form and return to the Boone County Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: MM66 – BITUMINOUS MATERIALS – TERM AND SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

(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

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 for proof of enrollment.**

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

[View assistance for Search Results](#)

Search Results

Current Search Terms: coastal* energy* corporation*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.23.20141126-1047



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

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING

Online Help

Search for a Business Entity

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

*Required Field

Exact Match searches should include corporate designations (inc., llc, etc.) and punctuation.
We recommend you do not include these for other searches.

Search Business Name

Search for a Business Entity

Business Name Includes names Starting With Only Active Corporations

SEARCH

Search Results as of 12/15/2014 10:40 AM

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
<u>COASTAL ENERGY CORPORATION</u>	<u>00230022</u>	Gen. Business - For Profit (Domestic)	Good Standing	4/14/1981	<u>DAVID D. MONTGOMERY</u>

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Gen. Business - For Profit Details as of 12/15/2014

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

<p>RETURN TO SEARCH RESULTS</p> <p>ORDER COPIES/ CERTIFICATES</p>	<p>Select filing from the list.</p> <p>Filing Type Acceptance of a General Business to a Non Pr</p>	<p>FILE ONLINE</p>
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General Information	Filings	Address	Contact(s)
Name(s) COASTAL ENERGY CORPORATION		Address #1 Coastal Drive Willow Springs, MO 65793	
Type Gen. Business - For Profit		Charter No. 00230022	
Domesticity Domestic		Status Good Standing	
Registered Agent DAVID D. MONTGOMERY		Date Formed 4/14/1981	
1 Coastal Drive Willow Springs, MO 65793			
Duration Perpetual			
Renewal Month January			
Report Due 4/30/2015			

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

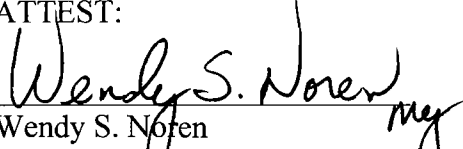
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment by the Auditor's Office to establish appropriations for a radio tower, radio system and other technology associated with the new 911 Facility.

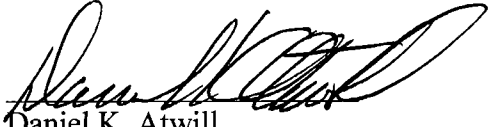
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
410X*	Various*	911/OEM Facility	Radio & Technology Accts		8,650,000

* Specific cost center numbers and account numbers to be determined and assigned by the Auditor's Office

Done this 23rd day of December, 2014.

ATTEST:

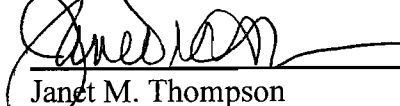

 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill

Presiding Commissioner


 Karen M. Miller

District I Commissioner


 Janet M. Thompson

District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

Date of CO #
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
410X*	Various*	911/OEM Facility	Radio and Technology Accounts		8,650,000
				-	8,650,000

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To establish appropriations for radio tower, radio system, and other technology associated with the new 911 Facility. These costs are separate from the facility design and construction costs.
* Specific cost center numbers and account numbers to be determined and assigned by Auditor's Office.

Auditor's Office 
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- N/A* A schedule of previously processed Budget Revisions/Amendments is attached
- N/A* A fund-solvency schedule is attached.
- Comments:

agenda

<p>Auditor's Office</p>  PRESIDING COMMISSIONER	 DISTRICT I COMMISSIONER	 DISTRICT II COMMISSIONER
--	--	--

BUDGET AMENDMENT PROCEDURES

- o County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- o At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- o The Budget Amendment may not be approved prior to the Public Hearing.

Comparison of Ballot Estimates to Approved Budget

Description	Ballot Estimate	Budget Estimates	Difference	Comments
Project Management Fees (NOT INCLUDED IN ORIGINAL BALLOT COSTS)	-	425,000	425,000	MCP not-to-exceed contract: \$424,174 Budget Amendment: CCM 388-2013 (9/3/2013)
Facility Construction (includes design, site development, construction, and owner's costs)	11,350,000	14,350,000	3,000,000	Increased square footage; increased site development costs; facility hardening costs; building security system costs. Budget Amendment: CCM 281-2014 (8/10/2014)
Facility Radio Equipment	2,630,000			
IT Hardware/Software - Joint Communications 911	5,280,000			
IT Hardware/Software - OEM	130,000	8,650,000		Estimates used for ballot-planning purposes appear sufficient. To be presented to Commission (December 2014)
Other Equipment - Joint Com 911	170,000			
Other Equipment- OEM	240,000			
Initial Capital Costs and Project Management	\$ 20,000,000	23,425,000	3,425,000	17%

Project Draft Technology Budget	Current Budget (Rounded)	Ballot Proposal	Difference
Facility Radio Equipment and Misc costs	\$ 2,830,000.00	\$2,830,000	\$0
IT Hardware & software PSJC	\$ 4,710,000	\$ 5,280,000	\$570,000
IT Hardware & software OEM	\$ 220,000	\$ 130,000	(\$90,000)
Other Equipment-Joint Comm/911	\$ -	\$ 170,000	\$170,000
Other Equipment-OEM	\$ -	\$ 240,000	\$240,000
Technology Costs Total	\$ 7,760,000	\$ 8,650,000	\$890,000
10% contingency (including CAD)	\$ 776,000	\$ -	(\$776,000)
Overall Budget Totals	\$ 8,536,000	\$ 8,650,000	\$114,000
<i>Note: Budget Amendment amount is based on original ballot proposal</i>		\$ 8,650,000	

costs included in other line items or operating expense

costs included in other line items or operating expense

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

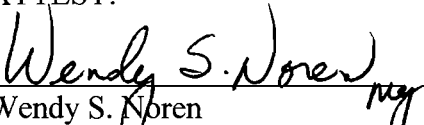
In the County Commission of said county, on the 23rd day of December 20 14

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

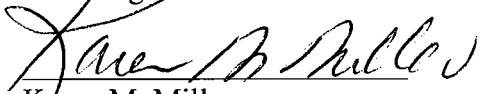
Now on this day the County Commission of the County of Boone does hereby approve the request to hire above the flexible hiring rate for position number 535, Secretary, County Commission, and does hereby authorize an appropriation of \$33,074.48 for the salary of said position. The designated appropriation will cover the hiring salary and any probationary and/or merit increase for the position in 2015.

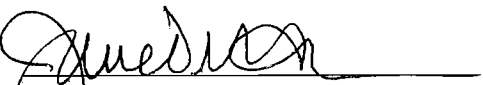
Done this 23rd day of December, 2014.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Request to Hire Above Flexible Hiring Rate Memo

Position Number 535, Commission Secretary

December 23, 2014

Background:

The Commission Secretary position, position number 535, was vacated on 12/5/14. This vacancy is the fourth since May 2012. The reason cited by the most recent departing employee was that she was offered a secretary position with another agency paying approximately \$5,000 more annually than she was making with the County.

The 2015 pay range for the Commission Secretary position is \$26,582 (\$12.78 p/h) to \$39,894 (\$19.18 p/h). The Flexible Hiring Rate (FHR) for this position is \$28,246.40 (\$13.58 p/h).

The starting pay requested is \$31,499.50 (\$15.15), with an additional \$1,575 appropriated for a potential probationary or merit increase in 2015.

Candidate:

The candidate in question comes to this position with significant prior experience. She has worked in management positions for more than 40 years. Her prior experience includes work as a bank Vice-President, work that involved a high degree of skill in coordinating projects and problem solving. Those skills will be regularly put into play in the Commission's position. The candidate also has shown a tendency toward longevity in her prior positions, working for one employer for 30 years and another employer for almost 10 years.

Additional Considerations

- The Commission's alternative choice in applicant has a salary demand of \$32,000.
- Position 535 was flagged by the Commission for review in the salary study. The Commission intends to have the PAC evaluate the position for a rise in the pay range in 2015.

Market Data-

- The City of Columbia pays:
 - Administrative Support Assistants- \$25,070 to \$35,098, with hiring flexibility to \$30,084
 - Senior Administrative Support Assistants- \$27,577 to \$38,607, with hiring flexibility to \$33,092.
 - Administrative Technicians- \$34,126 to \$47,777 with hiring flexibility to \$40,951
- The University of Missouri pays:
 - Administrative Assistants- \$26,998.40 to \$43,305.60, with flexibility to hire to \$35,193
 - Executive Staff Assistant - \$34,403 to \$58,593
- Other Boone County Secretaries
 - \$30,950 (2014)
 - \$31,657 (2014)

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Owenetta Murray Department Commission

Position Title Secretary Position No. 535

Proposed Starting Salary (complete one only) Annual: 31,499.50 % of Mid-Point 94.8%

OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Ms. Murray's 40 years of progressive executive experience in the banking industry and her degree in business administration support the higher level of compensation.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: Ms. Murray's experience and educational background place her at a higher level than others in the same

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This continues to maintain internal equity between the base of each position. Re-classification of the positions will ensure that the descriptions more accurately reflect the actual tasks required of the people who fill the positions.

Additional comments: _____

Administrative Authority's Signature: [Signature] Date: 12/19/14

Auditor's Certification: X Funds are available within the existing departmental salary and wage appropriation (#10100).
 _____ Funds are not available within the existing departmental salary and wage appropriation (#10100);
 budget revision required to provide funding is attached.

Auditor's Signature: Heather Acton Date: 12-22-14

a. Budget Revision may be needed at end of year

Human Resource Director's Recommendations: Approve. Candidate has 40+ years of experience managing, coordinating & problem solving. Position 535 has also been flagged for review for reclassification. Even w/o reclass, salary is within current county secretaries.

Human Resource Director's Signature: [Signature] Date: 12/22/14

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 12/23/14

District I Commissioner's Signature: [Signature] Date: 12/23/14

District II Commissioner's Signature: [Signature] Date: 12/23/14

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment by the 13th Judicial Court for the Alternative Sentencing team members to attend training for the purpose of Limited Driving Privilege certification.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2830	3451	Circuit Drug Court	State Reimbursement		16,270
2830	37220	Circuit Drug Court	Travel to Training		6,295
2830	37230	Circuit Drug Court	Meals/Lodging		9,975

Done this 23rd day of December, 2014.

ATTEST:

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

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

REQUEST FOR BUDGET AMENDMENT

RECEIVED

NOV 20 2014

BOONE COUNTY, MISSOURI

BOONE COUNTY AUDITOR

11/17/2014

EFFECTIVE DATE

FOR AUDITORS USE

Department	Account					Department Name	Account Name	(Use whole \$ amounts)	
								Decrease	Increase
2 8 3 0	0 3 4 5 1	Circuit Drug Court	State Reimbursement			\$16,270.00			
2 8 3 0	3 7 2 2 0	Circuit Drug Court	Travel to Training			\$6,295.00			
2 8 3 0	3 7 2 3 0	Circuit Drug Court	Meals/Lodging			\$9,975.00			

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **The National Highway Traffic Safety Administration will reimburse all approved expenses made for the Alternative Sentencing team members to attend training for the purpose of Limited Driving Privilege certification.**



 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached. *Budget Neutral*
- Comments: *Limited Driving Privilege Training*



 Auditor's Office

Agenda



 PRESIDING COMMISSIONER



 DISTRICT I COMMISSIONER



 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Expenses to be Reimbursed by Grant

Airfare	\$ 5,325.93
Meals	\$ 3,025.00
Airport Shuttle	\$ 275.00
Mileage (five cars)	\$ 444.00
Airport Parking (five cars)	\$ 250.00
Lodging	\$ 6,949.36
TOTAL	\$ 16,269.29

2830 CIRCUIT DRUG COURT FUND - 2014

<i>Class, Training and Travel</i>	<i>Current</i>	<i>Expected</i>	<i>Remaining</i>
Line, Dues	\$ 70.00	\$ -	\$ 70.00
Line, Travel to Training	\$ 7,322.52	\$ 6,294.93	\$ 1,027.59
Line, Meals/Lodging	\$ 11,002.12	\$ 9,974.36	\$ 1,027.76
Line, Registration Fees	\$ 3,125.00	\$ -	\$ 3,125.00
TOTAL	\$ 21,519.64		\$ 5,250.35

2830 CIRCUIT DRUG COURT FUND - 2014

<i>Class, Revenue</i>	<i>Current</i>	<i>Expected</i>
State Reimbur.-Grant	\$ -	\$ 16,269.29



Fw: Travel

Mary Epping to Diana Vaughan, cjohnson
Clayton VanNurden, Cheli Haley

10/09/2014 02:24 PM

Hi Christy,

We are sending two teams (11 people) to a DWI Court Training in Newport Beach, California. This is a required training for our DWI Court and Veterans Treatment Court to allow a judge to continue to issue /to issue a Limited Driving Privilege to defendants. The Department of Highway Safety will be reimbursing us through OSCA, but because of the short notice of the training we have to front the cost of travel. I don't know how much detail you need with regard to this, so below is an email regarding registration and the estimate of the travel costs. If you need more information, please let me know.

Sincerely,
Mary

Mary K. Epping
Assistant Court Administrator
13th Judicial Circuit
705 E. Walnut Street, Columbia, MO 65201
Phone: (573) 886- 4059
Fax: (573) 886-4070

From: Clifford Jacobs <cjacobs@nadcp.org>
To: "Kaatz, Diane (dkaatz@mt.gov)" <dkaatz@mt.gov>, "Angela.Plunkett@courts.mo.gov" <Angela.Plunkett@courts.mo.gov>, "Judge Sam Lavorato, Jr. (lavoratos@monterey.courts.ca.gov)" <lavoratos@monterey.courts.ca.gov>
Cc: "Dusko, Kevin (kedusko@mt.gov)" <kedusko@mt.gov>
Date: 10/06/2014 04:02 PM
Subject: DWI Court Training Registration, Newport Beach, CA

Greetings,

My name is Cliff Jacobs. I am the Project Manager for the National Center for DWI Courts (NCDC). I will be your primary contact for all information related to the DWI Court training, November 17-20, Newport Beach, California. I have attached a training registration form for the November 17-20 training. As the designated team point of contact I ask that you forward the registration form along to all your team members that will be attending the training. **I will need completed registration forms emailed back to me no later than October 24th**. The registration forms will allow the National Center for DWI Courts to have an accurate participant count, and ensure that all participants have training materials.

Travel

All teams should plan on arriving in Newport Beach, California on Sunday, November 16

th. The training will begin on Monday, November 17th at 8:00 a.m. If you are traveling by air you should fly into John Wayne Airport (SNA) <http://www.ocair.com/>. The training will conclude on Thursday, November 20th at 12:30 p.m.

Lodging

The training and lodging will be held at the Radisson Newport Beach <http://www.radisson.com/newport-beach-hotel-ca-92660/canewpor>. The hotel is located right in the heart of Orange County and is a short distance from John Wayne airport. The sleeping room rate is \$133.00 per night plus tax.

Reservations

You can call the hotel directly at (949) 833-0570. If calling please mention that you are with the DWI Court training.

Agenda

A training agenda has been attached to this email.

More detailed information related to the training will be sent via email within the up and coming weeks. If you or your team members have any questions, please contact me.

Thank you,

Cliff Jacobs
Project Manager
National Center for DWI Courts
A Professional Services Branch of NADCP
1029 North Royal Street, Suite 201
Alexandria, VA 22314
Office: 571-384-1867
Fax: 703-575-9402

----- Forwarded by Mary Epping/13/Courts/Judicial on 10/09/2014 02:20 PM -----

From: Angela Plunkett/OSCA/Courts/Judicial
To: Mary Epping/13/Courts/Judicial@JUDICIAL
Date: 10/07/2014 08:49 AM
Subject: Fw: Travel

Mary,

Melissa has worked on an estimate for the DWI court training travel. It includes flights out of Columbia. Please look it over and let me know if we need to add anything else. With such short notice, it will need to be a reimbursement to the county.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

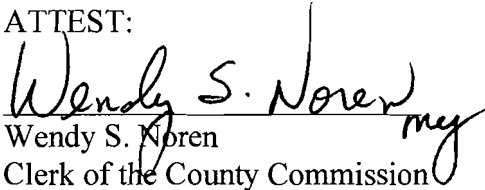
the following, among other proceedings, were had, viz:

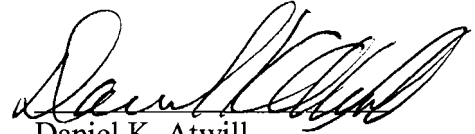
Now on this day the County Commission of the County of Boone does hereby approve the attached General Consultant Services Agreement with Howe Company, LLC.

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.

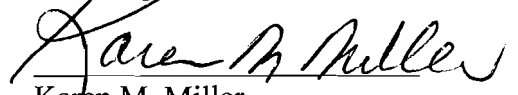
Done this 23rd day of December, 2014.

ATTEST:

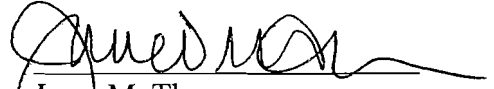

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 23rd day of December, 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: HOWE COMPANY, LLC, 1119 S. MISSOURI ST., SUITE A, MACON, MO 63552

Project/Work Description: SEE ATTACHMENT A

Proposal Description: Hydraulic Analysis & Preliminary Report for Site 1 on West Red Rock Road and site 2 on East Mount Zion Church Road.

Fees and Expenses: Fees and expenses will accrue on an hourly basis in accordance with the 2015 Hourly Rate Schedule and shall not exceed \$11,100.00 (Eleven thousand, one hundred dollars) without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

HOWE COMPANY, LLC

By *Shannon Howe*

Title: Principal

Dated: Dec. 11, 2014

BOONE COUNTY, MISSOURI

By *David L. [Signature]*

Presiding Commissioner

Dated: 12-23-14

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noren *my*
County Clerk

APPROVED:

Resource Management Director

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

June E. Pitchford 12/15/14 2041-71102
Auditor by *af* Date

ATTACHMENT A

Site 1 on West Red Rock Road, see location map.

Site 2 on East Mount Zion Church Road, see location map.

Project Description

The following project description was used to develop the scope of work and fee for the project.

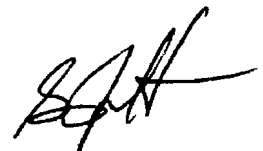
- The existing structures at Site 1 and Site 2 consist of multiple large diameter pipes which accumulate natural debris during flood events. The resulting blockage results in re-occurring effort to clear the debris.
- The county desires to have structures at these locations which are both hydraulically effective and less prone to blockage from natural debris.
- A desktop study of each site is requested to provide preliminary recommendations that will assist the County with planning efforts.
- Boone County Resource Management will provide design flows and map base contours at 1 foot intervals and grants permission to use that information for this project only.

Scope of Services

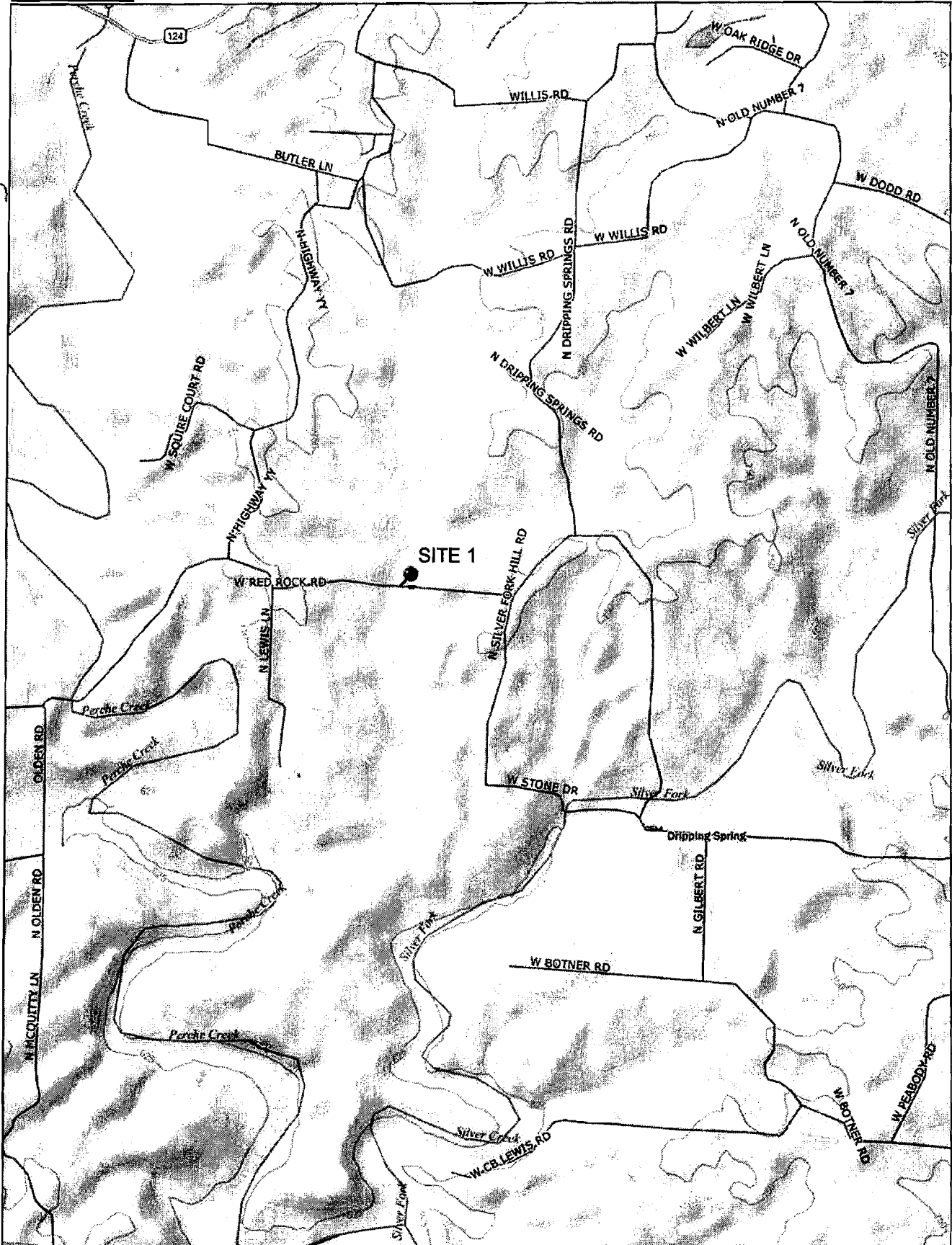
For Site 1 and Site 2 shown on the attached location maps, Howe Company, LLC will:

- Perform hydraulic calculations utilizing contours and design discharges provided by Boone County Resource Management.
- Develop 2-3 design options and pros/cons and cost estimates for each option.
- Review the options with Boone County Resource Management.
- Based on feedback from the meeting, revise the design options and summarize the recommendations in a report.
- Meet with Boone County resource management to review the report.

Fees and Expenses: Fees and expenses will accrue on an hourly basis in accordance with the 2015 Hourly Rate Schedule and shall not exceed \$11,100.00 (Eleven thousand, one hundred dollars) without prior written approval of Owner.



Note: Location based on GPS coordinates captured during site visit.



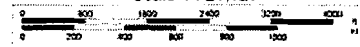
Data use subject to license.

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www.delorme.com

TW
 * MN (0.2"E)
 A

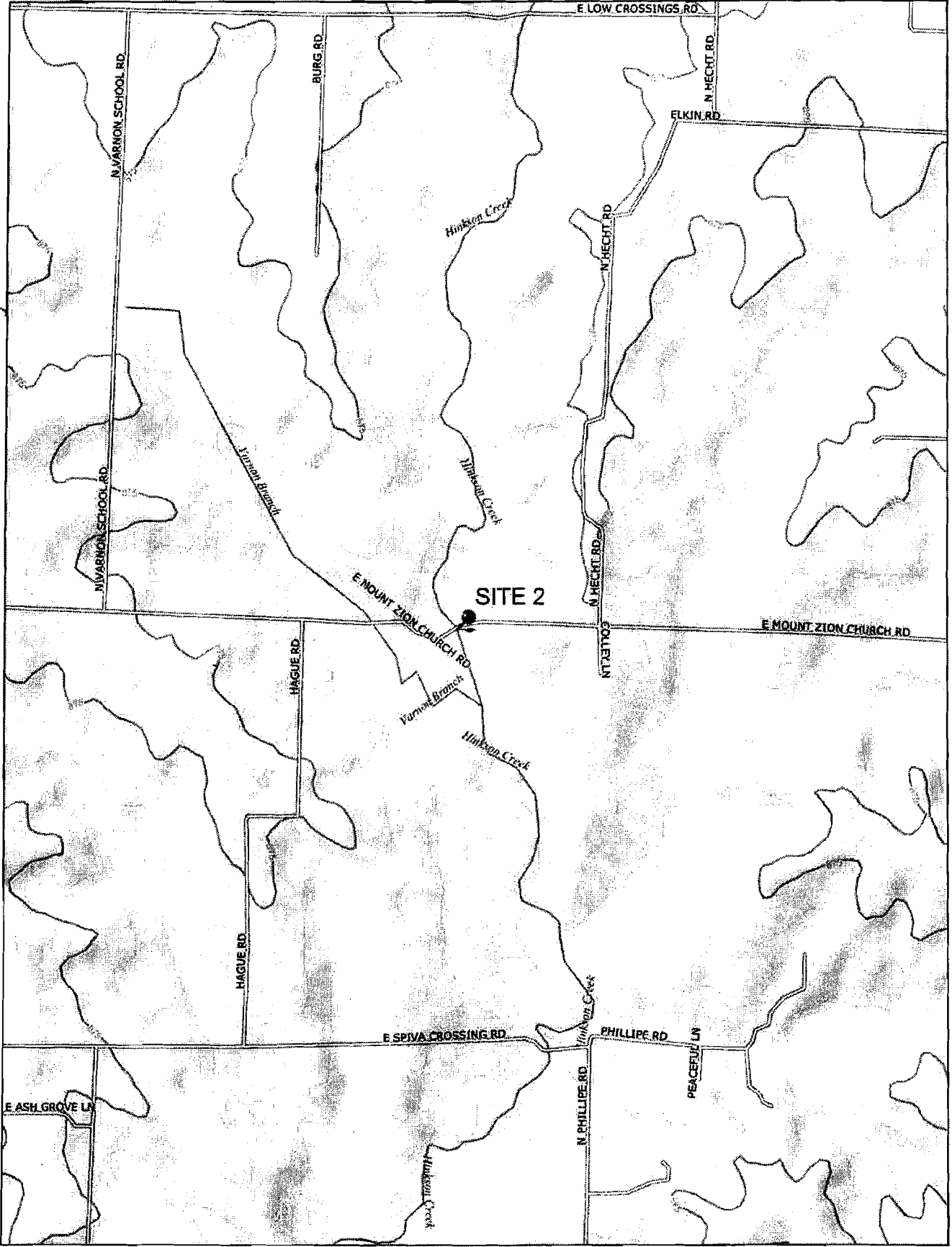
Scale 1 : 28,125



1" = 2,343.8 ft

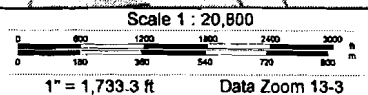
Data Zoom 12-7

Note: Location based on GPS coordinates collected during site visit.



Data use subject to license.
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 www.delorme.com

TN
 *
 MN (0.1" E)
 ↑



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the attached invoice from the City of Columbia in the amount of \$593,842.02 pertaining to operating costs of the Joint Communications Center for the period July through September, 2014.

Done this 23rd day of December, 2014.

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 AUDITOR

MEMORANDUM

Boone County Government Center

Phone (573) 886-4275

801 E. Walnut Room 304

Fax Phone (573) 886-4280

Columbia, MO 65202

TO: Boone County Commission

FROM: Jason Gibson

DATE: November 25, 2014

RE: 3rd Quarter Public Safety/Joint Communication (PSJC) Invoice

Attached is the invoice from the City of Columbia in the amount of \$593,842.02 pertaining to operating costs of the Joint Communications Center (911 call/dispatch center) for the period July through September, 2014. The County's FY 2014 budget includes an appropriation to reimburse the City of Columbia for operating costs of the 911 call center with such reimbursement to be made from the proceeds of the 3/8-cent sales tax dedicated to 911 and emergency management purposes.

The Boone County Auditor's Office and the Finance Department/Account Division of the City have agreed that the City will invoice the County on a quarterly basis for actual expenses incurred for the operation of the 911 call/dispatch center until such time that all operations, and associated costs, are transferred to the County. Documentation supporting the amounts invoiced has been provided by the City which the Auditor's Office has reviewed. The documentation supports the invoiced amount and the invoiced expenses appear to be reasonable and directly related to the operations of the Public Safety Joint Communications call center.

Please contact me if you have any questions or require additional information.

INVOICE

CITY OF COLUMBIA
FINANCE DEPARTMENT/ACCOUNTING DIVISION
P O BOX 6912
COLUMBIA, MO 65205

(573) 874-7373

TO: BOONE COUNTY-COMMISSION
801 EAST WALNUT, ROOM 333
COLUMBIA, MO 65201

INVOICE NO: 255215
DATE: 11/21/14

CUSTOMER NO: 1608/23977

TYPE: JC - JC JOINT COMMUNICATIONS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	JOINT COMMUNICATIONS JULY - SEPTEMBER 2014 ***SEE ATTACHED***	593,842.02	593,842.02

TOTAL DUE: \$593,842.02

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 11/21/14 DUE DATE:12/05/14
CUSTOMER NO: 1608/23977

NAME: BOONE COUNTY-COMMISSION
TYPE: JC - JC JOINT COMMUNICATIONS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF COLUMBIA
FINANCE DEPARTMENT/ACCOUNTING DIVISION
P O BOX 6912
COLUMBIA MO 65205

Please note:

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. For inquiries, please call Customer Service at 874-7373.

INVOICE NO: 255215
TERMS: NET 14 DAYS

AMOUNT: \$593,842.02

City of Columbia PSJC Quarterly Billing

11/13/2014 10:31 AM

	Adjusted FY 2014 Budget +	Amount Due Jan- Mar 2014	Amount Due April - June 2014	Amount Due July - September 2014	Amount Due October - December 2014
Operating Budget:					
Personnel Services	\$1,751,916	392,584.73	\$422,528	\$444,311	
Supplies & Materials	\$72,786	18,567.03	\$17,586	\$7,082	
Travel & Training	\$48,000	15,280.93	\$12,571	\$12,245	
Intragovernmental Charges	\$169,087	37,436.76	\$47,107	\$47,107	
Util. Serv & Other Misc.	\$675,422	247,132.32	\$74,846	\$83,187	
Capital Outlay	\$0	-			
Total Expenditures	\$2,717,211	711,001.77	574,638.45	593,931.63	
Offsets:					
County Overtime Grant	\$0	434.48	\$146.88	\$89.61	
Total Offsets	\$0	434.48	\$146.88	\$89.61	\$0.00
Total Expenditures Less Offsets	\$2,690,039	710,567.29	574,491.57	593,842.02	

+ The FY 2014 budget was adjusted in March to cover the remaining 6 months of operations which were not included in the adopted budget as the exact date of transition was not known at that time.

PSJC Expenses - Detail by Account Number

July - September, 2014

		Total
110-3510-517.01-01	Permanent Positions	\$297,202.75
110-3510-517.01-05	Temporary Positions	\$10,682.29
110-3510-517.01-22	Shift Differential	\$3,563.52
110-3510-517.01-23	Step-Up Pay	\$4,013.49
110-3510-517.01-35	Deferred Compensation	\$2,694.79
110-3510-517.01-38	Cell Phone Allowance	\$721.44
110-3510-517.01-41	Overtime	\$4,247.02
110-3510-517.02-10	Social Security	\$23,068.57
110-3510-517.02-20	LAGERS retirement	\$51,659.55
110-3510-517.02-30	Disability Insurance	\$863.22
110-3510-517.02-34	Health Insurance	\$45,139.40
110-3510-517.02-36	Life Insurance	\$418.70
110-3510-517.02-40	Other Benefits	\$36.07
Personnel Services Total		\$444,310.81
110-3510-517.30-44	IT Fees	\$34,101.24
110-3510-517.30-50	Fiber Optics Charge	\$750.00
110-3510-517.30-58	Self Insurance Charges	\$2,419.76
110-3510-517.30-87	Bldg Maint	\$1,777.26
110-3510-517.30-43	Computer Replacement Costs	\$8,058.50
Intragovernmental Charges Total		\$47,106.76
110-3510-517.12-10	Office Supplies	\$2,273.82
110-3510-517.12-20	Printing	\$112.00
110-3510-517.12-30	Postage	\$84.13
110-3510-517.13-30	Janitorial Supplies	\$175.84
110-3510-517.13-40	Fuel Oil & Lubricants	\$492.60
110-3510-517.13-89	Job Site Meals	\$1,131.64
110-3510-517.13-92	Food	\$423.71
110-3510-517.13-95	Misc Supplies	\$121.68
110-3510-517.15-10	Tools	\$24.98
110-3510-517.18-20	Computer/Electronic Items	\$2,145.05
110-3510-517.12-40	Books & Subscriptions	\$80.45
110-3510-517.14-10	Parts Fleet Maintenance	\$15.81
Materials and Supplies Total		\$7,081.71
110-3510-517.20-10	Travel	\$4,600.46
110-3510-517.20-30	Education and Training Materials	\$5,064.62
110-3510-517.20-40	Registration and Tuition	\$2,539.00
110-3510-517.25-50	Small Dollar Travel	\$41.10
Travel and Training Total		\$12,245.18
110-3510-517.35-32	Electric	\$6,157.90
110-3510-517.35-33	Telephone	\$11,765.27
110-3510-517.35-37	Storm Water	\$12.00
110-3510-517.35-38	Wireless Communications	\$462.96
110-3510-517.45-90	Rentals	\$9,283.68
110-3510-517.45-92	Equipment Rentals	\$91.80
110-3510-517.48-01	Maintenance Agreements	\$8,441.45
110-3510-517.48-20	Equipment Maintenance	\$37,904.70
110-3510-517.49-90	Miscellaneous Contractual	\$8,363.41
110-3510-517.48-10	Vehicle Maintenance	\$429.00
110-3510-517.41-00	Dues	\$275.00
Utilities, Services, and Misc. Total		\$83,187.17
Total Quarterly Expenses		\$593,931.63

Actual Expenses for JCIC

July - September, 2014

From Frank Bohac system <https://bconserv.com/dss/default.asp>

As of 11/13/14

Account Number	Account Name	Category	Acctng Period	Transaction Date	Transaction Description	Total Expenses
Total Personnel Services						\$444,310.81
110-3510-517.12-10	Office Supplies	Materials and Suppl	1014	07/25/14	BANK OF AMERICA Staples 7121286230-000001 Kleenex/towels/sanitizer	\$165.12
110-3510-517.12-10	Office Supplies	Materials and Suppl	1014	07/25/14	BANK OF AMERICA Staples 7119848709-001001 - Returned cups	(\$32.04)
110-3510-517.12-10	Office Supplies	Materials and Suppl	1014	07/25/14	BANK OF AMERICA Staples 7121044863-000002 - PUR water filters	\$44.99
110-3510-517.12-10	Office Supplies	Materials and Suppl	1014	07/25/14	BANK OF AMERICA Staples Inv7120232254-000 HP90X/batteries/paper	\$588.36
110-3510-517.12-10	Office Supplies	Materials and Suppl	1014	07/25/14	BANK OF AMERICA Phillips&Co 1135-780663 Flour lightbulbs	\$13.10
110-3510-517.12-10	Office Supplies	Materials and Suppl	1014	07/25/14	BANK OF AMERICA Staples 7121044863-000001 - Paper/pointer/folders	\$158.16
110-3510-517.12-10	Office Supplies	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Staples 7121489997-000001 - Paper/AA batteries	\$35.97
110-3510-517.12-10	Office Supplies	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Staples 7121658767-001002 Card replacement order	\$19.50
110-3510-517.12-10	Office Supplies	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Staples 7121658767-001001 for damaged cards/wipes	(\$24.08)
110-3510-517.12-10	Office Supplies	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Staples 7122655302-000001 - paper & pens	\$89.76
110-3510-517.12-10	Office Supplies	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Staples 7121658767-000001 Cardstock/Clorox wipes	\$207.29
110-3510-517.12-10	Office Supplies	Materials and Suppl	1214	09/25/14	BANK OF AMERICA Staples 7124158104-000001 - Paper/Kleenex/GermX/cups	\$295.01
110-3510-517.12-10	Office Supplies	Materials and Suppl	1214	09/25/14	BANK OF AMERICA Staples 7123102591-000001 Paper/Kleenex/markers	\$160.30
110-3510-517.12-10	Office Supplies	Materials and Suppl	1214	09/25/14	BANK OF AMERICA Staples 7124340920-000001 - handsoap & HP90Xtoner	\$552.38
110-3510-517.12-20	Printing	Materials and Suppl	1114	07/31/14	XEROX 7/1/2014	\$112.00
110-3510-517.12-30	Postage	Materials and Suppl	1114	07/31/14	UPS 7/1/2014	\$35.41
110-3510-517.12-30	Postage	Materials and Suppl	1114	07/31/14	POSTAGE 7/1/2014	\$15.31
110-3510-517.12-30	Postage	Materials and Suppl	1114	08/31/14	POSTAGE 8/1/2014	\$9.74
110-3510-517.12-30	Postage	Materials and Suppl	1214	09/30/14	POSTAGE 9/1/2014	\$14.50
110-3510-517.12-30	Postage	Materials and Suppl	1214	09/30/14	UPS 9/1/2014	\$9.17
110-3510-517.12-40	Books & Subscriptions	Materials and Suppl	1014	07/25/14	BANK OF AMERICA NFPA Qualificatns 2014 - Inv6177519Y ref.	\$80.45
110-3510-517.13-30	Janitorial Supplies	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Staples 7121489997-000001 - Large trash bags	\$78.68
110-3510-517.13-30	Janitorial Supplies	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Hillyard Inv601217737 - Paper towels	\$47.99
110-3510-517.13-30	Janitorial Supplies	Materials and Suppl	1214	09/25/14	BANK OF AMERICA Hillyard Inv601310516 - Paper towels	\$49.17
110-3510-517.13-40	Fuel Oil & Lubricants	Materials and Suppl	1014	07/31/14	FLEET CHARGES 070114 - 073114	\$145.71
110-3510-517.13-40	Fuel Oil & Lubricants	Materials and Suppl	1114	08/31/14	FLEET CHARGES 080114 - 083114	\$160.60
110-3510-517.13-40	Fuel Oil & Lubricants	Materials and Suppl	1214	09/30/14	FLEET CHARGES 090114 - 093014	\$186.29
110-3510-517.13-89	Job Site Meals	Materials and Suppl	1014	07/22/14	CUSTODN, MARY P PETTY CASH	\$470.63
110-3510-517.13-89	Job Site Meals	Materials and Suppl	1114	08/22/14	CUSTODN, MARY P PETTY CASH	\$350.26
110-3510-517.13-89	Job Site Meals	Materials and Suppl	1214	10/27/14	CUSTODN, MARY P PETTY CASH	\$310.75
110-3510-517.13-92	Food	Materials and Suppl	1014	07/10/14	SAMS CLUB DIREC ACCT 0402645405838	\$71.02
110-3510-517.13-92	Food	Materials and Suppl	1014	07/25/14	BANK OF AMERICA Austin Coffee Inv324701 - Breakroom supplies	\$72.18
110-3510-517.13-92	Food	Materials and Suppl	1014	07/25/14	BANK OF AMERICA Austin Coffee Inv324450 - Breakroom supplies	\$74.22
110-3510-517.13-92	Food	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Austin Coffee Inv324907 - Breakroom supplies	\$11.05

**Actual Expenses for JCIC
July - September, 2014**

From Frank Bohac system <https://bconserv.com/dss/default.asp>

As of 11/13/14

Account Number	Account Name	Category	Accntng Period	Transaction Date	Transaction Description	Total Expenses
110-3510-517.13-92	Food	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Austin Coffee Inv325290 - Breakroom supplies	\$76.98
110-3510-517.13-92	Food	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Austin Coffee Inv325084 - Breakroom supplies	\$69.42
110-3510-517.13-92	Food	Materials and Suppl	1214	09/25/14	BANK OF AMERICA Austin Coffee 325470 - Breakroom supplies	\$11.26
110-3510-517.13-92	Food	Materials and Suppl	1214	09/25/14	BANK OF AMERICA Austin Coffee Inv325700 - Breakroom supplies	\$37.58
110-3510-517.13-95	Misc Supplies	Materials and Suppl	1014	07/25/14	BANK OF AMERICA RadioShack Trn24345097 -#1487 Lightbulbs	\$4.98
110-3510-517.13-95	Misc Supplies	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Westlakes Trn4089 - Rat poison tower sites	\$39.45
110-3510-517.13-95	Misc Supplies	Materials and Suppl	1214	09/25/14	BANK OF AMERICA MoDNR ST0000762 -Tank Registration fees	\$77.25
110-3510-517.14-10	Parts Fleet Maintenance	Materials and Suppl	1014	07/31/14	FLEET CHARGES 070114 - 073114	\$10.17
110-3510-517.14-10	Parts Fleet Maintenance	Materials and Suppl	1114	08/31/14	FLEET CHARGES 080114 - 083114	\$5.64
110-3510-517.15-10	Tools	Materials and Suppl	1214	10/25/14	BANK OF AMERICA Lowes 1962135 300ft measuring tape	\$24.98
110-3510-517.18-20	Computer/Electronic Items	Materials and Suppl	1014	07/11/14	WORLD WIDE TECH COMPUTERS,DP & WORD PROC.	\$769.27
110-3510-517.18-20	Computer/Electronic Items	Materials and Suppl	1014	07/25/14	BANK OF AMERICA SystemID Inv9331730 - MobileAssist sftwr/lic.	\$776.00
110-3510-517.18-20	Computer/Electronic Items	Materials and Suppl	1114	08/25/14	BANK OF AMERICA Amazon.com Ord104-9614713 - 9558666 GIS disk	\$36.32
110-3510-517.18-20	Computer/Electronic Items	Materials and Suppl	1114	08/25/14	BANK OF AMERICA PicMonkey for PIO - Year of photo software	\$33.00
110-3510-517.18-20	Computer/Electronic Items	Materials and Suppl	1214	09/25/14	BANK OF AMERICA Walmart.com Ord7677049- 314491 Exptmice/icemker	\$468.97
110-3510-517.18-20	Computer/Electronic Items	Materials and Suppl	1214	09/25/14	BANK OF AMERICA Amazon.com Ord103-3247325 - 2597842 Keyboard JP	\$61.49
Total Supplies and Materials						\$7,081.71
110-3510-517.20-10	Travel	Travel and Training	1014	07/25/14	BANK OF AMERICA Hotel (reservation) M.Mattson	\$212.99
110-3510-517.20-10	Travel	Travel and Training	1014	07/25/14	BANK OF AMERICA Airfare (STL-MSY) M.Mattson	\$312.00
110-3510-517.20-10	Travel	Travel and Training	1014	07/25/14	BANK OF AMERICA Shuttle reservation S.Patterson	\$70.00
110-3510-517.20-10	Travel	Travel and Training	1014	07/25/14	BANK OF AMERICA Airfare (STL-MSY) S.Patterson	\$312.00
110-3510-517.20-10	Travel	Travel and Training	1014	07/25/14	BANK OF AMERICA Hotel Reserv - S.Patterson	\$212.99
110-3510-517.20-10	Travel	Travel and Training	1114	08/03/14	MATTSON, MICHAN 8/3-6/14 APCO Conference	\$236.00
110-3510-517.20-10	Travel	Travel and Training	1114	08/03/14	MATTSON, MICHAN 8/3-6/14 APCO Conference	\$78.00
110-3510-517.20-10	Travel	Travel and Training	1114	08/03/14	PATTERSON, SCOT 8/3-6/14 APCO Conference	\$236.00
110-3510-517.20-10	Travel	Travel and Training	1114	08/03/14	PATTERSON, SCOT 8/3-6/14 APCO Conference	\$50.00
110-3510-517.20-10	Travel	Travel and Training	1114	08/25/14	BANK OF AMERICA Hotel - APCO S.Patterson	\$425.99
110-3510-517.20-10	Travel	Travel and Training	1114	08/25/14	BANK OF AMERICA Priority Dispatch Inv1034 75 - EMD Instructr travel	\$265.16
110-3510-517.20-10	Travel	Travel and Training	1114	08/25/14	BANK OF AMERICA Hotel (conf3146591862) M.Mattson	\$208.40
110-3510-517.20-10	Travel	Travel and Training	1114	08/25/14	BANK OF AMERICA Hotel - APCO M.Mattson	\$425.99
110-3510-517.20-10	Travel	Travel and Training	1114	08/25/14	BANK OF AMERICA Hotel (conf3137812627) S.Patterson	\$208.40
110-3510-517.20-10	Travel	Travel and Training	1214	09/23/14	SCOTT PATTERSON (SELF) JPSCHLOT 09/23/14 00	(\$208.40)
110-3510-517.20-10	Travel	Travel and Training	1214	09/23/14	MICHANNE MATTSON (SELF) JPSCHLOT 09/23/14 00	(\$208.40)
110-3510-517.20-10	Travel	Travel and Training	1214	09/25/14	BANK OF AMERICA Hotel (Folio 212080) S.Scott	\$170.98

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Account Number	Account Name	Category	Acctng Period	Transaction Date	Transaction Description	Total Expenses
110-3510-517.20-10	Travel	Travel and Training	1214	09/25/14	BANK OF AMERICA Hotel (Folio 212077) J.Piper	\$184.22
110-3510-517.20-10	Travel	Travel and Training	1214	09/25/14	BANK OF AMERICA Hotel (Hilton/Infor) M.Mattson	\$625.20
110-3510-517.20-10	Travel	Travel and Training	1214	09/25/14	BANK OF AMERICA Hotel (Folio 212079) P.Steimel	\$170.98
110-3510-517.20-10	Travel	Travel and Training	1214	09/25/14	BANK OF AMERICA Hotel (Hilton/Infor) S.Patterson	\$625.20
110-3510-517.20-10	Travel	Travel and Training	1214	09/25/14	BANK OF AMERICA Hotel (tax credit) J.Piper	(\$13.24)
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	06/30/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$50.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/08/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$650.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/18/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$50.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/21/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$50.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/25/14	BANK OF AMERICA Priority Dispatch Course 6063 EFD for 4	\$980.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/25/14	BANK OF AMERICA Priority Dispatch CREDIT -EFD Course 6063	(\$210.00)
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/25/14	BANK OF AMERICA ClassMarker Rcp1202-4430- 1813- 1983 Trackng tool	\$198.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/28/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$50.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/29/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$50.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1014	07/31/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$50.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1114	08/19/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$50.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1114	08/25/14	BANK OF AMERICA CBRnuggets Inv1113476- IT Courses - S.Patterson	\$1,499.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/02/14	NATIONAL ACADEM EDUCATIONAL SERVICES	\$50.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/14/14	PATTERSON, SCOT 9/14-18/14 Biennial infor Conference	\$200.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/14/14	PATTERSON, SCOT 9/14-18/14 Biennial infor Conference	\$3.36
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/14/14	PATTERSON, SCOT 9/14-18/14 Biennial infor Conference	\$110.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/14/14	MATTSON, MICHAN 9/14-18/14 Biennial infor Conference	\$60.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/14/14	MATTSON, MICHAN 9/14-18/14 Biennial infor Conference	\$200.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/22/14	PIPER, JOE 9/22-24/14 CJIS Conferenc	\$84.56
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/22/14	STEIMEL, PAUL 9/22-24/14 CJIS Conf Tourism Mtg	\$83.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/22/14	PRYOR, JODI 9/22-24/14 CJIS Conferenc	\$83.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/22/14	SCOTT, STACIE 9/22-24/14 CJIS Conferenc	\$83.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/22/14	WILLIAMS, STIRL 9/22-24/14 CJIS Conferenc	\$83.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/22/14	PIPER, JOE 9/22-24/14 CJIS Conferenc	\$83.00
110-3510-517.20-30	Education and Training Materials	Travel and Training	1214	09/25/14	BANK OF AMERICA 911Trainer Ord7076 -6 911 Training manuals	\$474.70
110-3510-517.20-40	Registration and Tuition	Travel and Training	1014	07/23/14	BOONE CNTY FIRE CPR TRAINING	\$200.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1014	07/25/14	BANK OF AMERICA Priority Dispatch Course 6062 - EMD for 3	\$1,095.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1014	07/25/14	BANK OF AMERICA Regis APCO 27931 S.Patterson	\$85.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1014	07/25/14	BANK OF AMERICA Regis APCO27941 M.Mattson	\$85.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1114	08/25/14	BANK OF AMERICA Registration - CJIS J.Pryor	\$175.00

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110-3510-517.20-40	Registration and Tuition	Travel and Training	1114	08/25/14	BANK OF AMERICA Registration - CJIS S.Williams	\$175.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1114	08/25/14	BANK OF AMERICA Registration - CJIS S.Scott	\$175.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1114	08/25/14	BANK OF AMERICA Registration - CJIS J.Piper	\$175.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1114	08/25/14	BANK OF AMERICA Registration - CJIS P.Steimel	\$175.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1114	08/29/14	BOONE CNTY FIRE CPR/ALS COURSE	\$50.00
110-3510-517.20-40	Registration and Tuition	Travel and Training	1214	09/10/14	MO911DA 10/27-30/14 MO911 WORKSHP	\$149.00
110-3510-517.25-50	Small Dollar Travel	Travel and Training	1114	08/22/14	CUSTODN, MARY P PETTY CASH	\$41.10
Total Travel and Training						\$12,245.18
110-3510-517.30-43	Computer Replacement Costs	Intragovernmental C	1014	07/01/14	Adj Intragovt c Ord# 022020	\$8,058.50
110-3510-517.30-44	IT Fees	Intragovernmental C	1014	07/01/14	MONTHLY INTRAGO IT SUPPORT & MAINTENANCE	\$11,367.08
110-3510-517.30-44	IT Fees	Intragovernmental C	1114	08/01/14	MONTHLY INTRAGO IT SUPPORT & MAINTENANCE	\$11,367.08
110-3510-517.30-44	IT Fees	Intragovernmental C	1214	09/01/14	MONTHLY INTRAGO IT SUPPORT & MAINTENANCE	\$11,367.08
110-3510-517.30-50	Fiber Optics Charge	Intragovernmental C	1014	07/01/14	FIBER OPTIC CHA	\$250.00
110-3510-517.30-50	Fiber Optics Charge	Intragovernmental C	1114	08/01/14	FIBER OPTIC CHA	\$250.00
110-3510-517.30-50	Fiber Optics Charge	Intragovernmental C	1214	09/01/14	FIBER OPTIC CHA	\$250.00
110-3510-517.30-58	Self Insurance Charges	Intragovernmental C	1014	07/01/14	SELF INSURANCE	\$269.42
110-3510-517.30-58	Self Insurance Charges	Intragovernmental C	1014	07/01/14	Adj Intragovt c Ord# 022020	\$1,611.50
110-3510-517.30-58	Self Insurance Charges	Intragovernmental C	1114	08/01/14	SELF INSURANCE	\$269.42
110-3510-517.30-58	Self Insurance Charges	Intragovernmental C	1214	09/01/14	SELF INSURANCE	\$269.42
110-3510-517.30-87	Bldg Maint	Intragovernmental C	1014	07/01/14	MONTHLY INTRAGO BLDG MAINTENANCE CHARGES	\$592.42
110-3510-517.30-87	Bldg Maint	Intragovernmental C	1114	08/01/14	MONTHLY INTRAGO BLDG MAINTENANCE CHARGES	\$592.42
110-3510-517.30-87	Bldg Maint	Intragovernmental C	1214	09/01/14	MONTHLY INTRAGO BLDG MAINTENANCE CHARGES	\$592.42
Total Intragovernmental Charges						\$47,106.76
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/01/14	UB CHARGE UPDAT	\$115.87
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/01/14	HOWARD ELECTRIC	\$186.16
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/01/14	BOONE ELECTRIC Account #13279001	\$101.20
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/01/14	HOWARD ELECTRIC	\$263.05
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/15/14	BOONE ELECTRIC ACCT NO:36621002	\$118.86
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/17/14	AMERENUE	\$71.19
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/17/14	AMERENUE	\$125.55
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/18/14	AMERENUE	\$179.50
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/21/14	UB CHARGE UPDAT	\$130.02
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/22/14	CITY OF COLUMBI	\$25.98

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110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/22/14	UB CHARGE UPDAT	\$9.09
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/22/14	CITY OF COLUMBI	\$362.51
110-3510-517.35-32	Electric	Utilities, Services, a	1014	07/30/14	UB CHARGE UPDAT	\$143.08
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/01/14	HOWARD ELECTRIC	\$261.45
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/01/14	BOONE ELECTRIC ACCT NO:13279001	\$101.47
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/01/14	HOWARD ELECTRIC	\$177.34
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/15/14	AMERENUE	\$67.05
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/15/14	BOONE ELECTRIC ACCT NO:36621002	\$141.89
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/15/14	AMERENUE	\$117.75
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/18/14	AMERENUE	\$173.89
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/22/14	UB CHARGE UPDAT	\$139.05
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/25/14	CITY OF COLUMBI	\$401.62
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/25/14	CITY OF COLUMBI	\$27.53
110-3510-517.35-32	Electric	Utilities, Services, a	1114	08/25/14	UB CHARGE UPDAT	\$9.09
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/01/14	HOWARD ELECTRIC	\$207.69
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/01/14	BOONE ELECTRIC ACCT NO:13279001	\$110.95
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/01/14	HOWARD ELECTRIC	\$283.70
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/03/14	UB CHARGE UPDAT	\$146.83
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/15/14	BOONE ELECTRIC ACCT NO:36621002	\$146.05
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/16/14	AMERENUE	\$75.55
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/16/14	AMERENUE	\$136.58
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/17/14	AMERENUE	\$204.43
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/22/14	UB CHARGE UPDAT	\$125.66
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/23/14	CITY OF COLUMBI	\$391.38
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/23/14	UB CHARGE UPDAT	\$9.09
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/23/14	CITY OF COLUMBI	\$27.89
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/30/14	AMERENUE ACCT NO: 76927-01125	(\$20.93)
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/30/14	AMERENUE ACCT NO: 64531-12000	(\$63.96)
110-3510-517.35-32	Electric	Utilities, Services, a	1214	09/30/14	AMERENUE ACCT NO: 16680-42030	(\$38.77)
110-3510-517.35-32	Electric	Utilities, Services, a	1214	10/01/14	BOONE ELECTRIC ACCT NO:13279001	\$108.33
110-3510-517.35-32	Electric	Utilities, Services, a	1214	10/01/14	HOWARD ELECTRIC	\$206.36
110-3510-517.35-32	Electric	Utilities, Services, a	1214	10/01/14	HOWARD ELECTRIC	\$274.53
110-3510-517.35-32	Electric	Utilities, Services, a	1214	10/15/14	AMERENUE	\$46.69
110-3510-517.35-32	Electric	Utilities, Services, a	1214	10/15/14	AMERENUE	\$86.48
110-3510-517.35-32	Electric	Utilities, Services, a	1214	10/15/14	BOONE ELECTRIC ACCT NO:36621002	\$110.69

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110-3510-517.35-32	Electric	Utilities, Services, a	1214	10/16/14	AMERENUE	\$132.49
110-3510-517.35-33	Telephone	Utilities, Services, a	1014	06/23/14	CENTURYLINK ACCT #431595227	\$1,955.65
110-3510-517.35-33	Telephone	Utilities, Services, a	1014	07/06/14	CENTURYLINK ACCT #406894862	\$704.91
110-3510-517.35-33	Telephone	Utilities, Services, a	1014	07/23/14	CENTURYLINK ACCT #431595227	\$1,864.08
110-3510-517.35-33	Telephone	Utilities, Services, a	1014	07/31/14	TELEPHONE 07/20	\$584.84
110-3510-517.35-33	Telephone	Utilities, Services, a	1014	07/31/14	LANGUAGE LINE S ACCT 9020932028	\$144.92
110-3510-517.35-33	Telephone	Utilities, Services, a	1114	08/06/14	CENTURYLINK ACCT #406894862	\$704.91
110-3510-517.35-33	Telephone	Utilities, Services, a	1214	08/23/14	CENTURYLINK ACCT #431595227	\$1,918.88
110-3510-517.35-33	Telephone	Utilities, Services, a	1114	08/31/14	TELEPHONE 08/20	\$586.96
110-3510-517.35-33	Telephone	Utilities, Services, a	1114	08/31/14	LANGUAGE LINE S COMMUNICATIONS/MEDIA SERV	\$58.11
110-3510-517.35-33	Telephone	Utilities, Services, a	1214	09/06/14	CENTURYLINK ACCT #406894862	\$704.91
110-3510-517.35-33	Telephone	Utilities, Services, a	1214	09/23/14	CENTURYLINK ACCT #431595227	\$1,930.34
110-3510-517.35-33	Telephone	Utilities, Services, a	1214	09/30/14	LANGUAGE LINE S ACCT 9020932028	\$21.31
110-3510-517.35-33	Telephone	Utilities, Services, a	1214	09/30/14	TELEPHONE 09/20	\$585.45
110-3510-517.35-37	Storm Water	Utilities, Services, a	1014	07/01/14	UB CHARGE UPDAT	\$4.00
110-3510-517.35-37	Storm Water	Utilities, Services, a	1014	07/30/14	UB CHARGE UPDAT	\$4.00
110-3510-517.35-37	Storm Water	Utilities, Services, a	1214	09/03/14	UB CHARGE UPDAT	\$4.00
110-3510-517.35-38	Wireless Communications	Utilities, Services, a	1014	07/09/14	SPRINT/NEXTEL ACCT #421841930	\$39.99
110-3510-517.35-38	Wireless Communications	Utilities, Services, a	1014	07/26/14	AT&T MOBILITY ACCT #996939729	\$114.33
110-3510-517.35-38	Wireless Communications	Utilities, Services, a	1114	08/09/14	SPRINT/NEXTEL ACCT #421841930	\$39.99
110-3510-517.35-38	Wireless Communications	Utilities, Services, a	1114	08/26/14	AT&T MOBILITY ACCT #996939729	\$114.33
110-3510-517.35-38	Wireless Communications	Utilities, Services, a	1214	09/09/14	SPRINT/NEXTEL ACCT #421841930	\$39.99
110-3510-517.35-38	Wireless Communications	Utilities, Services, a	1214	09/26/14	AT&T MOBILITY ACCT #996939729	\$114.33
110-3510-517.41-00	Dues	Utilities, Services, a	1014	07/09/14	MISSOURI 911 DI MEMBERSHIP DUES	\$75.00
110-3510-517.41-00	Dues	Utilities, Services, a	1014	07/25/14	BANK OF AMERICA IAEM Inv97551 -Annual membership	\$185.00
110-3510-517.41-00	Dues	Utilities, Services, a	1114	08/06/14	SAMS CLUB DIREC SHORT PAY MEMBERSHIP FEES	\$15.00
110-3510-517.45-90	Rentals	Utilities, Services, a	1014	06/20/14	CONTEMPORARY BR 1 MONTHLY LEASE PYMT	\$1,186.87
110-3510-517.45-90	Rentals	Utilities, Services, a	1014	07/01/14	UMC/CURATORS - RENT/LEASE:SPECIALIZED EQU	\$315.00
110-3510-517.45-90	Rentals	Utilities, Services, a	1114	07/25/14	CONTEMPORARY BR 1 MONTHLY LEASE PYMT	\$1,186.87
110-3510-517.45-90	Rentals	Utilities, Services, a	1014	07/25/14	USCOC OF GREATE ACCT# 245999	\$218.55
110-3510-517.45-90	Rentals	Utilities, Services, a	1014	07/25/14	USCOC OF GREATE ACCT# 245302	\$218.55
110-3510-517.45-90	Rentals	Utilities, Services, a	1014	07/29/14	SPECTRASITE COM RENT/LEASE:SPECIALIZED EQU	\$500.00
110-3510-517.45-90	Rentals	Utilities, Services, a	1014	07/29/14	AMERICAN TOWERS MURRY/MT ZION	\$600.00
110-3510-517.45-90	Rentals	Utilities, Services, a	1114	08/01/14	UMC/CURATORS - RENT/LEASE:SPECIALIZED EQU	\$315.00
110-3510-517.45-90	Rentals	Utilities, Services, a	1114	08/25/14	USCOC OF GREATE ACCT# 245999	\$218.55

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110-3510-517.45-90	Rentals	Utilities, Services, a	1114	08/25/14	USCOC OF GREATE ACCT# 245302	\$218.55
110-3510-517.45-90	Rentals	Utilities, Services, a	1214	08/26/14	CONTEMPORARY BR 1 MONTHLY LEASE PYMT	\$1,186.87
110-3510-517.45-90	Rentals	Utilities, Services, a	1114	08/27/14	WYATT, JIMMIE 1 RADIO & TELECOMMUNICATION	\$1,266.77
110-3510-517.45-90	Rentals	Utilities, Services, a	1114	08/27/14	AMERICAN TOWERS MURRY/MT.ZION	\$600.00
110-3510-517.45-90	Rentals	Utilities, Services, a	1114	08/27/14	SPECTRASITE COM RENT/LEASE:SPECIALIZED EQU	\$500.00
110-3510-517.45-90	Rentals	Utilities, Services, a	1214	09/01/14	UMC/CURATORS - RENT/LEASE:SPECIALIZED EQU	\$315.00
110-3510-517.45-90	Rentals	Utilities, Services, a	1214	09/24/14	USCOC OF GREATE ACCT# 245999	\$218.55
110-3510-517.45-90	Rentals	Utilities, Services, a	1214	09/24/14	USCOC OF GREATE ACCT# 245302	\$218.55
110-3510-517.45-92	Equipment Rentals	Utilities, Services, a	1014	07/01/14	MIDWEST PAGING RADIO & TELECOMMUNICATION	\$30.60
110-3510-517.45-92	Equipment Rentals	Utilities, Services, a	1114	08/01/14	MIDWEST PAGING RADIO & TELECOMMUNICATION	\$30.60
110-3510-517.45-92	Equipment Rentals	Utilities, Services, a	1214	09/01/14	MIDWEST PAGING RADIO & TELECOMMUNICATION	\$30.60
110-3510-517.48-01	Maintenance Agreements	Utilities, Services, a	1014	07/07/14	MSHP CJ TECH FU COMPUTERS,DP & WORD PROC.	\$387.45
110-3510-517.48-01	Maintenance Agreements	Utilities, Services, a	1114	08/01/14	INFORMER SYSTEM 6 CONSULTING SERVICES	\$6,480.00
110-3510-517.48-01	Maintenance Agreements	Utilities, Services, a	1214	09/15/14	SYNERGON SOLUTI 1 COMMUNICATIONS/MEDIA SERV	\$1,574.00
110-3510-517.48-10	Vehicle Maintenance	Utilities, Services, a	1014	07/31/14	FLEET CHARGES 070114 - 073114	\$429.00
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1014	07/02/14	DUNFORD, DAVE 17 RADIO & TELECOMMUNICATION	\$17,500.00
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1014	07/02/14	A & W COMMUNICA 11 RADIO & TELECOMMUNICATION Julie	\$11,752.00
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1014	07/10/14	SPECTRUM ANTENN 2 PROJECT: ROC	\$2,640.00
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1014	07/10/14	SPECTRUM ANTENN 5 RADIO & TELECOMMUNICATION	\$5,280.00
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1114	08/25/14	BANK OF AMERICA Motorola Inv91622314 - 3 core headsets	\$363.36
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1114	08/25/14	BANK OF AMERICA OReilly Auto 0369-260311 - Coolant van	\$49.98
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1114	08/25/14	BANK OF AMERICA OReilly Auto 0108-424101 - Coolant for van	\$69.98
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1114	08/26/14	WIRELESSUSA/COL MAINT/REP: MISC. EQUIP.	\$121.50
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1214	09/25/14	BANK OF AMERICA Talley Inv70146931 - 6 UHF adapters	\$33.80
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1214	09/25/14	BANK OF AMERICA CallOne Sale44044 -1 headset/3 base repairs	\$74.12
110-3510-517.48-20	Equipment Maintenance	Utilities, Services, a	1214	10/25/14	BANK OF AMERICA Lowes 1962135 Flour bulbs	\$19.96
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1014	06/25/14	CUMMINS MID-SOU BIO PLANT EQUIPMENT	\$232.50
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1014	07/01/14	LISA ARNOLD CLE BUILDING MAINT&REPAIR SER	\$560.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1014	07/27/14	DUNFORD, DAVE 4 CONSULTING SERVICES	\$4,683.75
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1014	07/29/14	EZ PARK CARD- P	\$130.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1114	08/01/14	LISA ARNOLD CLE BUILDING MAINT&REPAIR SER	\$560.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1214	08/25/14	ROTTLER PEST & BUILDING MAINT&REPAIR SER	\$30.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1114	08/25/14	ROTTLER PEST & BUILDING MAINT&REPAIR SER	\$35.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1214	09/01/14	LISA ARNOLD CLE BUILDING MAINT&REPAIR SER	\$560.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1214	09/25/14	BANK OF AMERICA Biddle Inv46405 -20 Cntrl Pers Tests	\$700.00

**Actual Expenses for JCIC
July - September, 2014**

From Frank Bohac system <https://bconserv.com/dss/default.asp>

As of 11/13/14

Account Number	Account Name	Category	Accntng Period	Transaction Date	Transaction Description	Total Expenses
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1214	09/25/14	BANK OF AMERICA Priority Dispatch Inv104 708 Instructor EMD Aug.	\$312.16
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, a	1214	10/01/14	LISA ARNOLD CLE SEPTEMBER	\$560.00
Total Utilities, Services, and Miscellaneous						\$83,187.17
Total Quarterly Expenses						\$593,931.63

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

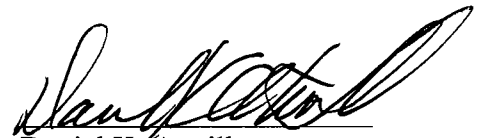
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the 2015 – 2016 Commission Assignments per the attached assignment listing.

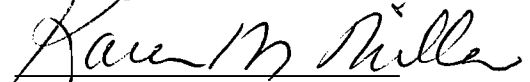
Done this 23rd day of December, 2014.

ATTEST:

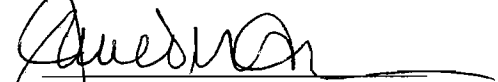
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

2015 - 2016 COMMISSION ASSIGNMENTS

<p><u>ALL</u></p> <p>Appointments of Boards & Commissions Board of Equalization (BOE) Budget Approval Commission Budget Coordination County Commissioner Association of Missouri (CCAM) Farm Bureau Legislative Priorities Quarterly City/County/Columbia Public Schools Smart Growth Coalition West Central Commissioner's Association</p> <p>Work Sessions: 911/PSJC – Joe Piper, Interim Community Services – Kelly Wallis Information Technology – Aron Gish Resource Management – Stan Shawver Public Works Maintenance Operations – Chet Dunn Purchasing – Melinda Bobbitt Human Resources – Jenna Redel-Reed Facilities Maintenance – Bob Davidson Emergency Management—Boone County Fire Protection District Interim Health Department – Stephanie Browning Boone County Regional Sewer District – Tom Ratermann</p>	<p><u>KAREN M. MILLER</u></p> <p>911/OEM Capital Project Airport Advisory Boone County Regional Sewer District (BCRSD) Boone Hospital Center Board (BHCN) Central Missouri Community Action (CMCA) Community Services <ul style="list-style-type: none"> • Putting Kids First • Community Health • Community Services Advisory • Legislative County Commissioners Association of Missouri (CCAM) Downtown Leadership Council (DLC) Health Trust Committee (HTC) <ul style="list-style-type: none"> • Wellness Subcommittee Judicial Finance Commission Missouri Association of Counties (MAC) National Association of Counties (NACo) Parking Purchasing Regional Economic Development, Inc. (REDI) Resource Management <ul style="list-style-type: none"> • Storm Water • Building Codes • Planning • Engineering </p>
<p><u>DANIEL K. ATWILL</u></p> <p>Boone County Fire Protection District Boone County Solid Waste Columbia Area Transportation Study Organization (CATSO) Columbia Chamber of Commerce Board * 911 Emergency Management <ul style="list-style-type: none"> • Local Emergency Planning (LEPC) • Public Safety Joint Communications (PSJC) • Office of Emergency Management (OEM) Financial Signing Official Human Resources (HR) Employee Benefits Risk Management Workers Comp Committee Industrial Development Authority (IDA) Mid-Missouri Regional Planning Commission (MMRPC) Public Works <ul style="list-style-type: none"> • Maintenance Operations • Road & Bridge Advisory Southern Boone County Fire Protection District Workforce Investment Act (WIA)</p> <p>* MUST BE PRESIDING COMMISSIONER</p>	<p><u>JANET M. THOMPSON</u></p> <p>Boone County Family Resources (BCFR) Boone County Senior Citizens Services Corp (The Bluffs) Central Missouri Events Center, Home of the Boone County Fair (CMEC) Convention & Visitors Bureau (CVB) Cradle To Career Criminal Justice Administration Disproportionate Minority Contact Extension Council Facilities Maintenance <ul style="list-style-type: none"> • Condo Board Health Department Information Technology <ul style="list-style-type: none"> • Information Technology Advisory Committee Judicial & Law Enforcement Task Force Missouri Association of Counties (MAC) Services for Independent Living (SIL)</p>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the attached General Consultant Services Agreement with A Civil Group to bring the CMEC into DNR compliance.

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 23rd day of December, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the _____ day of _____, 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: A Civil Group

Project/Work Description: Additional work at the Central Missouri Events Center to bring the site into DNR compliance.

Proposal Description: Addition of up to 30 site inspections @ \$120 ea and additional coordination of work between vendors up to \$500.

Modifications to Proposal: Fees and expenses shall not exceed \$4100.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

A Civil Group

By [Signature]
Title Chief Operating Manager

Dated: 12/11/14

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 12-23-14

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Northern District Commissioner

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

[Signature] by [Signature] 12/16/14
Auditor Date
class 8 to cover Appropriation



A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

Proposal for
Engineering Services

December 2, 2014

Janet Thompson
District II Commissioner
801 E. Walnut
Columbia, MO 65201-7732

Via E-mail: nfuemmeler@boonecountymmo.org

Re: Proposal for Engineering Services at Central Missouri Events Center.

Dear MS Thompson,

I appreciate the opportunity to provide this proposal for continued land disturbance coordination and inspections for the grading at the Central Missouri Events Center. It is my understanding that it is the Commission's goal to bring the site into compliance and to stabilize the graded areas as soon as possible.

The Erosion and Sediment Control Plan together with the Storm Water Pollution Prevention Plan that was prepared in March of this year will continue to be used as tools to aide in the control of discharge of sediment from the site. The inspections need to be continued as outlined in the SWPPP to remain in compliance with the state permit. A portion of the seeding on the site took well, but some was washed away shortly after being seeded. These areas need additional attention as significant erosion is occurring on them. Ultimately, repairing these areas and establishing vegetative cover is needed, but seeding needs to wait until spring at this point to have any chance of survival. At this time, I believe that there are two areas that I can assist with this project.

3401 Broadway Business Park Ct, Suite 105
Columbia, Missouri 65203
PHONE: 573-817-5750 FAX: 573-817-1677

Inspections: Completion of required site inspections as needed to comply with EPA and DNR regulations. These inspections are required at a minimum of once every 7 days or within 48 hours of a rainfall event that produces runoff. The site inspections will include required documentation for compliance. The frequency of rainfall events and the duration of the project are not known at this time, but for contract purposes I estimate 6 months with 5 inspections per month, or 30 inspections. Once stabilized cover has been established, the inspection frequency can be decreased to once per month until the permit is terminated.

Construction Management: Continued construction management and coordination services will be needed to assure that the work completed by multiple contractors is coordinated to avoid conflicts. The earth excavation contractor will need some direction to avoid further encroachment into the stream buffer and flood plain along the west side of the disturbed area. The amount of time needed for this portion of the work is unknown.

The scope of work is so dependent on weather that it is not possible to put a finite maximum cost for our service. The amounts provided below are our best attempt to cover all costs; however, we may need to revisit this with another proposal as the project progresses.

We do not anticipate the following services so they have not been included in this proposal.

- Field survey work and topographic surveying.
- Environmental assessments
- Geotechnical explorations or evaluations
- Density testing
- The posting of any bonds, escrow or security agreements
- Utility locations or design
- Construction Staking
- Third-Party Handicap Certification
- Flood Plain analysis, Letter of Map Change, or Stream Buffer plans

We propose to complete the items identified above for the following compensation:

Inspections: As needed to comply with regulations with a rate of \$120 per inspection. Inspection documentation will be provided to county staff on a monthly basis. The total cost of inspection will not exceed \$3600 (30 inspections).

Construction Management: On a time as required basis with close communication with county staff to provide progress and to identify areas of concern with a total cost of management not to exceed \$500; however, this may vary depending on contractor progress and site conditions.

The total cost for additional services shall not exceed \$4100.

All work and billing will be completed in accordance with the 2014 Consultant Services Agreement between A Civil Group, LLC and The County of Boone. Additional work outside of the provided scope of work will not be completed without authorization. Fees for additional services will be billed separately so that all parties can account for the time involved.

If you have any questions or need additional information, please let us know.

Sincerely,
A Civil Group

Christopher M. Sander, PE, PLS

