

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 23rd day of January 20 18

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

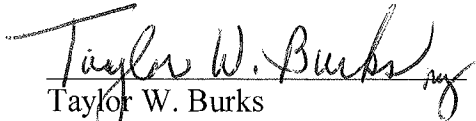
Now on this day the County Commission of the County of Boone does hereby award bid MM68 – Bituminous Materials Term & Supply to the following vendors in which the County will order by line item from the Contractor offering the lowest price during each four-month period:

- Coastal Energy Corporation
- Vance Brothers, Inc.
- Missouri Petroleum Products Company, LLC


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.

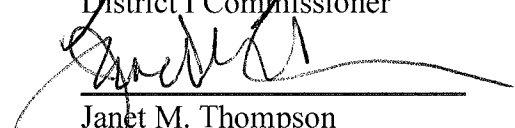
Done this 23rd day of January, 2018

ATTEST:

  
 Taylor W. Burks  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Fred J. Parry  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

# Boone County Purchasing

Robert Wilson  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: January 10, 2018  
RE: MM68 – Bituminous Materials – Term & Supply

MM68 – Bituminous Materials – Term & Supply opened on October 04, 2017. Three (3) bids were received. Public Works and Purchasing recommend award to all three vendors. County will order by line item from the Contractor offering the lowest price during each four-month term. Prices will be adjusted and evaluated at each renewal period and purchases will be made by line item according to lowest bid.

This is a term and supply contract and will be paid from department 2040 – PW Maintenance Operations, account 26400 – Road Oil.

att: Bid Tab

cc: Greg Edington, Public Works  
Melissa Pasley, City of Columbia  
Bid File

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

**THIS AGREEMENT** dated the 23<sup>rd</sup> day of January 2018 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 **MM68**, 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 A. 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 from the **date of award by commission through April 30, 2018** 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, 2018 and final renewal period ending December 31, 2020.

**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:

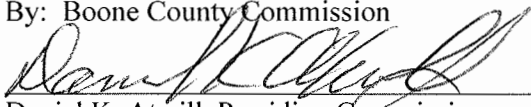
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if it is the opinion of the Boone County Commission that delivery of products is delayed or products delivered are not in conformity with bidding specifications 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.

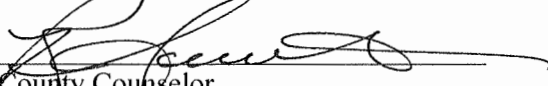
**VANCE BROTHERS, INC.**

By   
Title Vice President

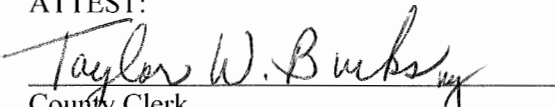
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

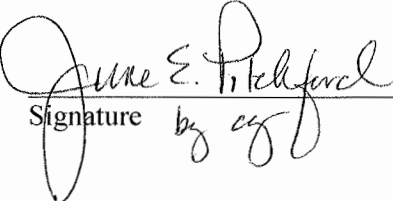
  
County Counselor

ATTEST:

  
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 egj

1/11/18  
Date

2040/26400 Term/Supply  
No Encumbrance Required  
Appropriation Account



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2017

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

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


<b>PRODUCER</b> TRUSS 4551 W. 107th St Suite 300 Overland Park KS 66207	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 913-341-8998 <b>E-MAIL ADDRESS:</b> Certificates@TrussAdvantage.com	<b>FAX (A/C, No):</b> 913-341-2923
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Vance Brothers, Inc. 5201 Brighton Kansas City MO 64130	<b>INSURER A :</b> Mo Employers Mutual Ins Co <b>NAIC #</b> 10191	
	<b>INSURER B :</b> Transportation Insurance (CNA) <b>20494</b>	
	<b>INSURER C :</b> The Continental Insurance Co <b>42625</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1839380695      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5099653065	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS 90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			C4034346024	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MEG1021086-10	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Bid No. MM68 - Bituminous Materials

<b>CERTIFICATE HOLDER</b>  Boone County Purchasing Department 613 E Ash St. Room 113 Columbia MO 65201	<b>CANCELLATION</b>  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 

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MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID

Bid Number: ( MM68 )

Closing Date: October 04, 2017  
1:00 pm, CT, Wednesday

Buyer Contact Name: Robert Wilson, Buyer, Boone County

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@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 113

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](http://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 preceding 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: Robert Wilson, Buyer, Boone County Purchasing at 613 E. Ash St, Room 113, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: [rwilson@boonecountymo.org](mailto:rwilson@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, 2018 THROUGH APRIL 30, 2018 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 113, Columbia, Mo 65201  
Contact: Robert Wilson, Buyer  
(573) 886-4393
- 2. City of Columbia, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, Mo 65201  
Contact: Melissa Pasley, Senior Procurement Officer  
(573) 817-5005

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, 2018 through April 30, 2018 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.

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.)

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.

**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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2017
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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).

<b>PRODUCER</b> <b>TRUSS</b> 4551 W. 107th St Suite 300 Overland Park KS 66207	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C, No, Ext):</b> 913-341-8998	<b>FAX (A/C, No):</b> 913-341-2923
<b>E-MAIL ADDRESS:</b> Certificates@TrussAdvantage.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Mo Employers Mutual Ins Co		10191
<b>INSURER B:</b> Transportation Insurance (CNA)		20494
<b>INSURER C:</b> Continental Insurance Co (CNA)		35289
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1535271679      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Cont. Liab.</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5099653065	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS 90			4034346024	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEG1021086-08 MO	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid No. MM68 - Bituminous Materials

### CERTIFICATE HOLDER

### CANCELLATION

Boone County Purchasing Department  
 613 E Ash St. Room 113  
 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

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**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	\$2.08	\$2.00	\$2.00
2.	1,500 Gal	MC-3000	\$2.25	\$2.15	\$2.15
3.	6,000 Gal	PEP	No Bid	No Bid	No Bid
4.	1-Full Tanker Load	SS-1	\$2.08	\$2.00	\$2.00
5.	230,000 Gal	CRS-2P	<sup>MEP</sup> \$2.33	\$2.25	\$2.25
6.	1-Full Tanker Load	MC-800	\$2.25	\$2.15	\$2.15
7.	1-Full Tanker Load	MC-30	\$2.35	\$2.25	\$2.25
8.	6,000 Gal	AEP	\$2.35	\$2.25	\$2.25
9.	150,000 Gal	CHFRS2-P	\$2.35	\$2.25	\$2.25
10.	200,000 Gal	Emulsified Asphalt EA-90	\$2.10	\$2.00	\$2.00
11.	150,000 Gal	Emulsified Asphalt EA-90P	\$2.35	\$2.25	\$2.25
12.	Per Hour	Demurrage Charge:			\$70 /HR
13.		Demurrage Charge begins after 1.5 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 1 days after receipt of order.
- 15. Maximum % increase for any renewal period: 50 % Increase

# Certificate of Analysis

This is to certify that on 9-18-17 I have examined the contents of Tank 24 Batch Number 091417-127  
and that said MC-30 Cutback Asphalt complies with the following analysis:

## EMULSIFIED ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
Specific Gravity @ 60 F. \_\_\_\_\_  
Pounds/Gallon @ 60 F. \_\_\_\_\_

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 mls. @ .02N CaCl<sub>2</sub>, %, \_\_\_\_\_  
50 mls. @ .10N CaCl<sub>2</sub>, %, \_\_\_\_\_  
35 mls. @ .80% sodium dioctyl sulfosuccinate, %, \_\_\_\_\_  
Ash Test, %, \_\_\_\_\_

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

Coating Test \_\_\_\_\_  
pH \_\_\_\_\_  
Polymer Content, %, \_\_\_\_\_

Shell Capacity, Gallons, 54,000

## CUTBACK ASPHALTS

API Gravity @ 60 F. 20.1  
Specific Gravity @ 60 F. 0.9334  
Pounds/Gallon @ 60 F. 7.773

Viscosity, Kinematic @ 140 F., Cs., 57.0  
Distillation : % by % of total  
volume to 680 F.

Initial Boiling Point 422  
Off @ 320 F., \_\_\_\_\_  
Off @ 347 F., \_\_\_\_\_  
Off @ 374 F., \_\_\_\_\_  
Off @ 437 F., 10.0 11.7  
Off @ 500 F., 51.0 60.0  
Off @ 600 F., 74.0 87.0  
Off @ 680 F., 85.0 100.0

Residue from Distillation, % Volume, 57.5  
Penetration @ 77 F, 100g., 5 secs., 246  
Solubility in Trichloroethylene, %, 99.67  
Ductility @ 77 F., cms., 100+  
Softening Point, F., \_\_\_\_\_  
Absolute Viscosity @ 140 F., 300 mm. Hg., poises, \_\_\_\_\_  
Residue, % by weight., \_\_\_\_\_  
Flash Point, F., TOC, 95+ COC, \_\_\_\_\_  
Brookfield Viscosity @ 77 F., cps., \_\_\_\_\_

Gallons, Innage, 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., \_\_\_\_\_

*Stan L. Fronkewicz*



phone: 800.821.8549 • 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 9-21-17 I have examined the contents of Tank 110 Batch Number 091817-151  
 and that said MC-800 Cutback Asphalt complies with the following analysis:

## EMULSIFIED ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
 Specific Gravity @ 60 F. \_\_\_\_\_  
 Pounds/Gallon @ 60 F. \_\_\_\_\_

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 mls. @ .02N CaCl<sub>2</sub>, %, \_\_\_\_\_  
     50 mls. @ .10N CaCl<sub>2</sub>, %, \_\_\_\_\_  
     35 mls. @ .80% sodium dioctyl sulfosuccinate, %, \_\_\_\_\_  
 Ash Test, %, \_\_\_\_\_

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

Coating Test \_\_\_\_\_  
 pH \_\_\_\_\_  
 Polymer Content, %, \_\_\_\_\_

Shell Capacity, Gallons, 35,000

## CUTBACK ASPHALTS

API Gravity @ 60 F. 13.0  
 Specific Gravity @ 60 F. 0.9792  
 Pounds/Gallon @ 60 F. 8.155

Viscosity, Kinematic @ 140 F., Cs., 862  
 Distillation :                      % by                      % of total  
   volume                      to 680 F.

Initial Boiling Point 430  
 Off @ 320 F., \_\_\_\_\_  
 Off @ 347 F., \_\_\_\_\_  
 Off @ 374 F., \_\_\_\_\_  
 Off @ 437 F., \_\_\_\_\_  
 Off @ 500 F., 15.0                      34.0  
 Off @ 600 F., 34.0                      77.2  
 Off @ 680 F., 44.0                      100.0

Residue from Distillation, % Volume, 78.0  
 Penetration @ 77 F, 100g., 5 secs., 187  
 Solubility in Trichloroethylene, %, 99.84  
 Ductility @ 77 F., cms., 100+  
 Softening Point, F., \_\_\_\_\_  
 Absolute Viscosity @ 140 F., 300 mm. Hg., poises, \_\_\_\_\_  
 Residue, % by weight, \_\_\_\_\_  
 Flash Point, F., TOC, 188 COC, \_\_\_\_\_  
 Brookfield Viscosity @ 77 F., cps., \_\_\_\_\_

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., \_\_\_\_\_

*Stan L. Frank*



phone: 800.821.8549 v 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 9-18-17 I have examined the contents of Tank E-7 Batch Number 091517-201  
and that said EA-90 Emulsified Asphalt complies with the following analysis:

## EMULSIFIED ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
Specific Gravity @ 60 F. 1.0105  
Pounds/Gallon @ 60 F. 8.416

Residue by Distillation, % by wt. 66.0  
Viscosity, Saybolt Furol @ 122 F., secs., 298  
Sieve Test, % retained, 0.0017  
Storage Stability Test, 1 Day, % Pass  
Oil Distillate, % by volume, 2.0 %

Particle Charge Test, \_\_\_\_\_  
Cement Mixing Test, \_\_\_\_\_

### Demulsibility:

35 mls. @ .02N CaCl<sub>2</sub>, % \_\_\_\_\_  
50 mls. @ .10N CaCl<sub>2</sub>, % \_\_\_\_\_  
35 mls. @ .80% sodium dioctyl sulfosuccinate, % \_\_\_\_\_

Ash Test, % \_\_\_\_\_

### Tests on Distillation Residue:

Penetration, 100g., 5 secs., @ 77 F., 106  
Ductility, cms., @ \_\_\_\_\_ F., \_\_\_\_\_  
Solubility in Trichloroethylene, %, 99.63  
Float Test @ 140 F., secs., 1200+  
Elastic Recovery @ \_\_\_\_\_ F., \_\_\_\_\_  
Saturates, %, \_\_\_\_\_

Coating Test \_\_\_\_\_

pH \_\_\_\_\_

Polymer Content, %, \_\_\_\_\_

Shell Capacity, Gallons, 30,000

## CUTBACK ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
Specific Gravity @ 60 F. \_\_\_\_\_  
Pounds/Gallon @ 60 F. \_\_\_\_\_

Viscosity, Kinematic @ 140 F., Cs., \_\_\_\_\_

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

Initial Boiling Point \_\_\_\_\_

Off @ 320 F., \_\_\_\_\_

Off @ 347 F., \_\_\_\_\_

Off @ 374 F., \_\_\_\_\_

Off @ 437 F., \_\_\_\_\_

Off @ 500 F., \_\_\_\_\_

Off @ 600 F., \_\_\_\_\_

Off @ 680 F., \_\_\_\_\_

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., \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gallons, Innage, 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., \_\_\_\_\_

*Stan L. Leonard*



phone: 800.821.8549 • 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 9-28-17 I have examined the contents of Tank E-30 Batch Number 092817-201  
and that said SS-1 (MO) / SS-1H (KS) Emulsified Asphalt complies with the following analysis:

## EMULSIFIED ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
Specific Gravity @ 60 F. 1.0187  
Pounds/Gallon @ 60 F. 8.484

Residue by Distillation, % by wt. 60.5  
Viscosity, Saybolt Furol @ 77 F., secs., 28  
Sieve Test, % retained, 0.0017  
Storage Stability Test, 1 Day, %, 0.06

Oil Distillate, % by volume, \_\_\_\_\_  
Particle Charge Test, \_\_\_\_\_  
Cement Mixing Test, 0.0023

Demulsibility:  
35 mls. @ .02N CaCl<sub>2</sub>, % \_\_\_\_\_  
50 mls. @ .10N CaCl<sub>2</sub>, % \_\_\_\_\_  
35 mls. @ .80% sodium dioctyl sulfosuccinate, % \_\_\_\_\_  
Ash Test, %, \_\_\_\_\_

Tests on Distillation Residue:  
Penetration, 100g., 5 secs., @ 77 F., 116  
Ductility, cms., @ 77 F., 80+  
Solubility in Trichloroethylene, %, 99.33  
Float Test @ 140 F., secs., \_\_\_\_\_  
Elastic Recovery @ \_\_\_\_\_ F., \_\_\_\_\_  
Saturates, %, \_\_\_\_\_

Coating Test \_\_\_\_\_  
pH \_\_\_\_\_  
Polymer Content, %, \_\_\_\_\_

Shell Capacity, Gallons, 30,000

## CUTBACK ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
Specific Gravity @ 60 F. \_\_\_\_\_  
Pounds/Gallon @ 60 F. \_\_\_\_\_

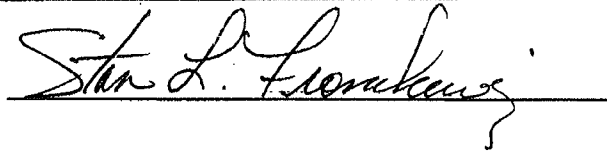
Viscosity, Kinematic @ 140 F., Cs., \_\_\_\_\_  
Distillation :                      % by                      % of total  
  volume                      to 680 F.

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

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., \_\_\_\_\_

Gallons, Innage, 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., \_\_\_\_\_





phone: 800.821.8549 v 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 7-25-17 I have examined the contents of Tank 25 Batch Number 072417-104  
 and that said CHFRS-2P Emulsified Asphalt complies with the following analysis:

## EMULSIFIED ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
 Specific Gravity @ 60 F. 1.0146  
 Pounds/Gallon @ 60 F. 8.450

Residue by Distillation, % by wt. 70.3

Viscosity, Saybolt Furol @ 122 F., secs., 168

Sieve Test, % retained, 0.0066

Storage Stability Test, 1 Day, % 0.27

Oil Distillate, % by volume, Trace

Particle Charge Test, Positive

Cement Mixing Test, \_\_\_\_\_

**Demulsibility:**

35 mls. @ .02N CaCl<sub>2</sub>, % \_\_\_\_\_

50 mls. @ .10N CaCl<sub>2</sub>, % \_\_\_\_\_

35 mls. @ .80% sodium dioctyl sulfosuccinate, % 62.2

Ash Test, % \_\_\_\_\_

**Tests on Distillation Residue:**

Penetration, 100g., 5 secs., @ 77 F., 57

Ductility, cms., @ \_\_\_\_\_ F., \_\_\_\_\_

Solubility in Trichloroethylene, % \_\_\_\_\_

Float Test @ 140 F., secs., 1800+

Elastic Recovery @ 50.0 F., 80 %

Saturates, % \_\_\_\_\_

Coating Test \_\_\_\_\_

pH \_\_\_\_\_

Polymer Content, % 3.0+

Shell Capacity, Gallons, 20,000

## CUTBACK ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_

Specific Gravity @ 60 F. \_\_\_\_\_

Pounds/Gallon @ 60 F. \_\_\_\_\_

Viscosity, Kinematic @ 140 F., Cs., \_\_\_\_\_

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

Initial Boiling Point \_\_\_\_\_

Off @ 320 F., \_\_\_\_\_

Off @ 347 F., \_\_\_\_\_

Off @ 374 F., \_\_\_\_\_

Off @ 437 F., \_\_\_\_\_

Off @ 500 F., \_\_\_\_\_

Off @ 600 F., \_\_\_\_\_

Off @ 680 F., \_\_\_\_\_

Residue from Distillation, % Volume, \_\_\_\_\_

Penetration @ 77 F, 100g., 5 secs., \_\_\_\_\_

Solubility in Trichloroethylene, % \_\_\_\_\_

Ductility @ 77 F., cms., \_\_\_\_\_

Softening Point, F., 145

Absolute Viscosity @ 140 F., 300 mm. Hg., poises, \_\_\_\_\_

Residue, % by weight, \_\_\_\_\_

Flash Point, F., TOC, \_\_\_\_\_ COC, \_\_\_\_\_

Brookfield Viscosity @ 77 F., cps., \_\_\_\_\_

Gallons, Innage, 20,000

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. Gronkowski*



phone: 800.821.8549 v 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 9-27-17 I have examined the contents of Tank 48 Batch Number 092617-102  
and that said CRS-2 (MO) / CRS-1H (KS) Emulsified Asphalt complies with the following analysis:

## EMULSIFIED ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
Specific Gravity @ 60 F. 1.0135  
Pounds/Gallon @ 60 F. 8.441

Residue by Distillation, % by wt. 65.0  
Viscosity, Saybolt Furol @ 122 F., secs., 140  
Sieve Test, % retained, 0.0137  
Storage Stability Test, 1 Day, %, 0.06  
Oil Distillate, % by volume, Trace  
Particle Charge Test, Positive  
Cement Mixing Test, \_\_\_\_\_  
Demulsibility:  
35 mls. @ .02N CaCl<sub>2</sub>, % \_\_\_\_\_  
50 mls. @ .10N CaCl<sub>2</sub>, % \_\_\_\_\_  
35 mls. @ .80% sodium dioctyl sulfosuccinate, %, 73.2  
Ash Test, %, \_\_\_\_\_

### Tests on Distillation Residue:

Penetration, 100g., 5 secs., @ 77 F., 140  
Ductility, cms., @ 77 F., 80+  
Solubility in Trichloroethylene, %, 99.55  
Float Test @ 140 F., secs., \_\_\_\_\_  
Elastic Recovery @ \_\_\_\_\_ F., \_\_\_\_\_  
Saturates, %, \_\_\_\_\_

Coating Test \_\_\_\_\_  
pH \_\_\_\_\_  
Polymer Content, %, \_\_\_\_\_

Shell Capacity, Gallons, 39,000

## CUTBACK ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
Specific Gravity @ 60 F. \_\_\_\_\_  
Pounds/Gallon @ 60 F. \_\_\_\_\_

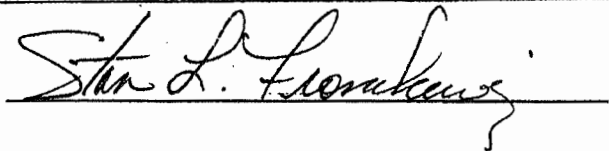
Viscosity, Kinematic @ 140 F., Cs., \_\_\_\_\_  
Distillation : % by % of total  
volume to 680 F.

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

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., \_\_\_\_\_

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., \_\_\_\_\_





phone: 800.821.8549 • 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 10-03-17 I have examined the contents of Tank 60 Batch Number 100217-101  
 and that said CRS-1HP (KS) / CRS-2P (MO) Emulsified Asphalt complies with the following analysis:

### EMULSIFIED ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
 Specific Gravity @ 60 F. 1.0185  
 Pounds/Gallon @ 60 F. 8.482

Residue by Distillation, % by wt. 68.6  
 Viscosity, Saybolt Furol @ 122 F., secs., 174  
 Sieve Test, % retained, 0.0046  
 Storage Stability Test, 1 Day, %, 0.31  
 Oil Distillate, % by volume, Trace  
 Particle Charge Test, Positive  
 Cement Mixing Test, \_\_\_\_\_  
 Demulsibility:  
 35 mls. @ .02N CaCl<sub>2</sub>, % \_\_\_\_\_  
 50 mls. @ .10N CaCl<sub>2</sub>, % \_\_\_\_\_  
 35 mls. @ .80% sodium dioctyl sulfosuccinate, % \_\_\_\_\_  
 Ash Test, %, 30

**Tests on Distillation Residue:**

Penetration, 100g., 5 secs., @ 77 F., 118  
 Ductility, cms., @ 39.2 F., 80+  
 Solubility in Trichloroethylene, %, 99.57  
 Float Test @ 140 F., secs., \_\_\_\_\_  
 Elastic Recovery @ 50.0 F., 75.0 %  
 Saturates, %, \_\_\_\_\_

Coating Test \_\_\_\_\_  
 pH \_\_\_\_\_  
 Polymer Content, %, 3.5+

Shell Capacity, Gallons, 21,000

### CUTBACK ASPHALTS

API Gravity @ 60 F. \_\_\_\_\_  
 Specific Gravity @ 60 F. \_\_\_\_\_  
 Pounds/Gallon @ 60 F. \_\_\_\_\_

Viscosity, Kinematic @ 140 F., Cs., \_\_\_\_\_  
 Distillation : % by % of total  
   volume           to 680 F.  
 Initial Boiling Point \_\_\_\_\_  
 Off @ 320 F., \_\_\_\_\_  
 Off @ 347 F., \_\_\_\_\_  
 Off @ 374 F., \_\_\_\_\_  
 Off @ 437 F., \_\_\_\_\_  
 Off @ 500 F., \_\_\_\_\_  
 Off @ 600 F., \_\_\_\_\_  
 Off @ 680 F., \_\_\_\_\_

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., \_\_\_\_\_

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.D., \_\_\_\_\_

*Stan L. Lomakowski*

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: \_\_\_\_\_

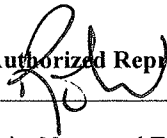
Social Security Number : \_\_\_\_\_

Other (Specify) \_\_\_\_\_

When Organized: 1923

When Incorporated: 1958

Exempt From Tax Reporting? Yes \_\_\_ No X

  
Authorized Representative Signature: \_\_\_\_\_

Print Name and Title of Authorized Representative

Robert A. Vance

Date: 10/3/17

(Please complete and return with Contract)

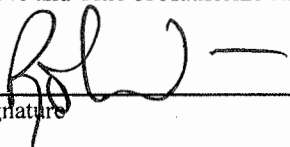
Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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.

Robert A. Vance, Vice President  
Name and Title of Authorized Representative

  
Signature

10/3/17  
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.**

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 hereto.

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] \_\_\_\_\_ 10/3/17  
Affiant Date  
Robert A. Vance  
Printed Name

Subscribed and sworn to before me this 3<sup>rd</sup> day of October 2017.

[Signature]  
Notary Public



MEMORANDUM OF UNDERSTANDING

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Vance Brothers, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**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 Operations at 888-464-4218.**

**Employer Vance Brothers, Inc.**

**John Yeldell**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**08/06/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**08/06/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID

Bid Number: ( MM68 )

Closing Date: October 04, 2017  
1:00 pm, CT, Wednesday

Buyer Contact Name: Robert Wilson, Buyer, Boone County

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@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 113

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](http://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 preceding 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: Robert Wilson, Buyer, Boone County Purchasing at 613 E. Ash St, Room 113, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: [rwilson@boonecountymo.org](mailto:rwilson@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, 2018 THROUGH APRIL 30, 2018 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 113, Columbia, Mo 65201  
Contact: Robert Wilson, Buyer  
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, Mo 65201  
Contact: Melissa Pasley, Senior Procurement Officer  
(573) 817-5005

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, 2018 through April 30, 2018 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.

**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.)

**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.





**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 1000 GAL	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: MM68 – 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.

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Name and Title of Authorized Representative

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Signature

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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.**



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

County of \_\_\_\_\_ )  
 )ss  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_ . I am an authorized agent of \_\_\_\_\_ (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 hereto.

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

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

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

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

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

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

**THIS AGREEMENT** dated the 23rd day of January 2018 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 **MM68**, 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 from the **date of award by commission through April 30, 2018** 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, 2018 and final renewal period ending December 31, 2020.

**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**

By Chad Odle  
Title Asphalt Rep

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Taylor W. Bucks  
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.)

June E. Pitchford  
Signature by [Signature]

1/11/16  
Date

2040/26400 Term/Supply  
No Encumbrance Required  
Appropriation Account



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID

Bid Number: ( MM68 )

Closing Date: October 04, 2017  
1:00 pm, CT, Wednesday

Buyer Contact Name: Robert Wilson, Buyer, Boone County

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@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 113

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](http://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 preceding 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 inad vertently 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: Robert Wilson, Buyer, Boone County Purchasing at 613 E. Ash St, Room 113, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: [rwilson@boonecountymo.org](mailto:rwilson@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, 2018 THROUGH APRIL 30, 2018 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 113, Columbia, Mo 65201  
Contact: Robert Wilson, Buyer  
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, Mo 65201  
Contact: Melissa Pasley, Senior Procurement Officer  
(573) 817-5005

**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 30 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, 2018 through April 30, 2018 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.

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.)

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.

**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<sup>0</sup> 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 1000 GAL	Picked Up Unit Price/gal Full Transport Load
1.	200,000 Gal	CRS-2	\$1.75	\$1.70	\$1.70
2.	1,500 Gal	MC-3000	\$2.49	\$2.40	\$2.40
3.	6,000 Gal	PEP	\$3.65	\$3.60	\$3.60
4.	1-Full Tanker Load	SS-1	\$1.87	\$1.80	\$1.80
5.	230,000 Gal	CRS-2P	\$1.83	\$1.75	\$1.75
6.	1-Full Tanker Load	MC-800	\$2.45	\$2.40	\$2.40
7.	1-Full Tanker Load	MC-30	\$2.95	\$2.90	\$2.90
8.	6,000 Gal	AEP	\$2.59	\$2.50	\$2.50
9.	150,000 Gal	CHFRS2-P	\$1.93	\$1.85	\$1.85
10.	200,000 Gal	Emulsified Asphalt EA-90	\$1.97	\$1.90	\$1.90
11.	150,000 Gal	Emulsified Asphalt EA-90P	\$2.59	\$2.55	\$2.55
12.	Per Hour	Demurrage Charge:			\$ 70 /HR
13.		Demurrage Charge begins after <u>2</u> 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 24 hrs days after receipt of order.

15. Maximum % increase for any renewal period: 10 % 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: 42-1243469

( ) 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: 10-3-17



**"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: MM68 – 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.

Chad Odle Asphalt Rep  
Name and Title of Authorized Representative

Chad Odle \_\_\_\_\_ 10-3-17  
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.**

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

County of Howell )  
 )ss  
State of Missouri )

My name is Chad Odle. I am an authorized agent of Coastal Energy Corp (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 hereto.

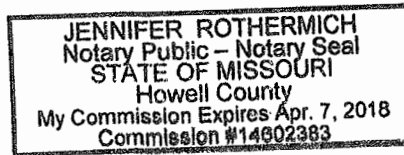
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Chad Odle 10-3-17  
Affiant Date

Chad Odle  
Printed Name

Subscribed and sworn to before me this 2nd day of October, 2017.

Jennifer Rothermich  
Notary Public



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

3/1/2018

DATE (MM/DD/YYYY)

3/11/2016

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 have ADDITIONAL INSURED provisions or 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 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:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Interstate Insurance Company		32620
INSURED 1317822 FMC TRANSPORT, INC. PO BOX 218 1 COASTAL DRIVE WILLOW SPRINGS MO 65793	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:	N	N	VPP4900076-00	3/31/2017	3/1/2018	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	VPP4900076-00	3/31/2017	3/1/2018	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 DED RETENTION \$	N	N	VEX4900076-00	3/31/2017	3/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
A	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	N/A	VVC4900076-00	3/31/2017	3/1/2018	<input checked="" type="checkbox"/> PER STATUTE <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
A	CARGO	N	N	VPP4900076-00	3/31/2017	3/1/2018	\$100,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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

**10664674**  
Boone County  
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  
*Joseph M. Agnello*

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# SS-1, -1H, --1HP

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations  
Revision Date: 07/28/2015 Date of Issue: 07/28/2015

Version: 1.0

### SECTION 1: IDENTIFICATION

#### 1.1. Product Identifier

**Product Form:** Mixture

**Product Name:** SS-1, -1H, --1HP

**Product Code:** Anionic

#### 1.2. Intended Use of the Product

**Use of the substance/mixture:** Tack

#### 1.3. Name, Address, and Telephone of the Responsible Party

##### Company, Manufacturer

Coastal Energy Corporation

65793 Willow Springs, MO

T 417-469-2777

[www.coastal-fmc.com](http://www.coastal-fmc.com)

#### 1.4. Emergency Telephone Number

**Emergency Number** : 1-800-424-9300 CHEMTREC

### SECTION 2: HAZARDS IDENTIFICATION

#### 2.1. Classification of the Substance or Mixture

##### Classification (GHS-US)

Carc. 2 H351

STOT RE 2 H373

Full text of H-phrases: see section 16

#### 2.2. Label Elements

##### GHS-US Labeling

**Hazard Pictograms (GHS-US)** :



GHS08

**Signal Word (GHS-US)** :

Warning

**Hazard Statements (GHS-US)** :

H351 - Suspected of causing cancer.

H373 - May cause damage to organs through prolonged or repeated exposure.

**Precautionary Statements (GHS-US)** :

P201 - Obtain special instructions before use.

P202 - Do not handle until all safety precautions have been read and understood.

P260 - Do not breathe vapors, mist, or spray.

P280 - Wear protective gloves, protective clothing, and eye protection.

P308+P313 - If exposed or concerned: Get medical advice/attention.

P314 - Get medical advice/attention if you feel unwell.

P405 - Store locked up.

P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

#### 2.3. Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions. If stored under heat for extended periods or significantly agitated, this material might evolve or release hydrogen sulfide, a flammable gas, which can raise and widen this material's actual flammability limits and significantly lower its auto-ignition temperature. Hydrogen sulfide is a toxic gas that can be fatal. It also has a rotten egg smell that causes odor fatigue very quickly and shouldn't be used as an indicator for the presence of gas.

#### 2.4. Unknown Acute Toxicity (GHS-US)

2.5 percent of the mixture consists of ingredient(s) of unknown acute toxicity (Oral, Dermal)

### SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

#### 3.1. Substance

Not applicable

#### 3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Asphalt	(CAS No) 8052-42-4	58 - 65	Not classified

# SS-1, -1H, --1HP

## Safety Data Sheet

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Water	(CAS No) 7732-18-5	35 - 42	Not classified
EMULSIFIER	*	2 - 2.75	Not classified
Styrene-butadiene copolymer	(CAS No) 9003-55-8	1.5 - 2.5	Not classified
Petroleum Distillates	(CAS No) 68476-30-2	0 - 2	Flam. Liq. 3, H226 Acute Tox. 4 (Inhalation:vapour), H332 Skin Irrit. 2, H315 Carc. 2, H351 STOT RE 2, H373 Asp. Tox. 1, H304 Aquatic Acute 3, H402 Aquatic Chronic 2, H411
Sodium hydroxide	(CAS No) 1310-73-2	0 - 0.01	Met. Corr. 1, H290 Skin Corr. 1A, H314 Eye Dam. 1, H318 Aquatic Acute 3, H402

\*The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

Full text of H-phrases: see section 16

### SECTION 4: FIRST AID MEASURES

#### 4.1. Description of First Aid Measures

**First-aid Measures General:** Never give anything by mouth to an unconscious person. IF exposed or concerned: Get medical advice/attention.

**First-aid Measures After Inhalation:** When symptoms occur: go into open air and ventilate suspected area. Call a POISON CENTER or doctor/physician if you feel unwell.

**First-aid Measures After Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists.

**First-aid Measures After Eye Contact:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation develops or persists.

**First-aid Measures After Ingestion:** Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

#### 4.2. Most important symptoms and effects, both acute and delayed

**Symptoms/Injuries:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure.

**Symptoms/Injuries After Inhalation:** May cause irritation to the respiratory tract.

**Symptoms/Injuries After Skin Contact:** May cause mild skin irritation.

**Symptoms/Injuries After Eye Contact:** May cause minor eye irritation.

**Symptoms/Injuries After Ingestion:** Ingestion is likely to be harmful or have adverse effects.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure.

#### 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

### SECTION 5: FIRE-FIGHTING MEASURES

#### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Dry powder, alcohol-resistant foam, water in large amounts, carbon dioxide (CO<sub>2</sub>).

**Unsuitable Extinguishing Media:** Do not use a heavy water stream. Use of heavy stream of water may spread fire.

#### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Not considered flammable but may burn at high temperatures. May give off flammable hydrogen sulfide gas. Headspace in closed containers can accumulate hydrogen sulfide gas.

**Explosion Hazard:** Product is not explosive. May release small amounts of hydrogen sulfide. Hydrogen sulfide is a highly flammable, explosive gas under certain conditions, is a toxic gas, and may be fatal. Gas can accumulate in the headspace of closed containers, use caution when opening sealed containers. Heating the product or containers can cause thermal decomposition of the product and release hydrogen sulfide.

**Reactivity:** Hazardous reactions will not occur under normal conditions.

#### 5.3. Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

# SS-1, -1H, --1HP

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**Firefighting Instructions:** Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion. Do not allow run-off from firefighting to enter drains or water courses. Do not breathe fumes from fires or vapors from decomposition.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

**Other Information:** If stored under heat for extended periods or significantly agitated, this material might evolve or release hydrogen sulfide, a flammable gas, which can raise and widen this material's actual flammability limits and significantly lower its auto-ignition temperature. Hydrogen sulfide is a toxic gas that can be fatal. It also has a rotten egg smell that causes odor fatigue very quickly and shouldn't be used as an indicator for the presence of gas.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Avoid all unnecessary exposure.

#### 6.1.1. For Non-emergency Personnel

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

#### 6.1.2. For Emergency Responders

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Ventilate area. Eliminate ignition sources. Evacuate unnecessary personnel. Stop leak if safe to do so.

### 6.2. Environmental Precautions

Prevent entry to sewers and public waters.

### 6.3. Methods and Material for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

**Methods for Cleaning Up:** Clear up spills immediately and dispose of waste safely. Absorb and/or contain spill with inert material, then place in suitable container. Do not take up in combustible material such as: saw dust or cellulosic material. Use only non-sparking tools. Contact competent authorities after a spill.

### 6.4. Reference to Other Sections

See heading 8, Exposure Controls and Personal Protection. Concerning disposal elimination after cleaning, see item 13.

## SECTION 7: HANDLING AND STORAGE

### 7.1. Precautions for Safe Handling

**Precautions for Safe Handling:** Do not handle until all safety precautions have been read and understood. Avoid all unnecessary exposure. Avoid breathing mist, spray, and vapors. Use appropriate personal protection equipment (PPE).

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work.

### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Storage Conditions:** Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Store locked up. Keep/Store away from direct sunlight, incompatible materials.

**Incompatible Products:** Strong acids. Strong bases. Strong oxidizers.

### 7.3. Specific End Use(s) Tack

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Sodium hydroxide (1310-73-2)		
USA ACGIH	ACGIH Ceiling (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
USA IDLH	US IDLH (mg/m <sup>3</sup> )	10 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
EMULSIFIER		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup> 8 hours. Form: inhalable fraction
USA ACGIH	ACGIH STEL (mg/m <sup>3</sup> )	6 mg/m <sup>3</sup> 15 minutes. Form: inhalable fraction
Asphalt (8052-42-4)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	0.5 mg/m <sup>3</sup> (fume, inhalable fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen fume, coal tar-free
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	5 mg/m <sup>3</sup> (fume)

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Petroleum Distillates (68476-30-2)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	100 mg/m <sup>3</sup> (inhalable fraction and vapor)
USA ACGIH	ACGIH chemical category	Skin - potential significant contribution to overall exposure by the cutaneous route, Confirmed Animal Carcinogen with Unknown Relevance to Humans

## 8.2. Exposure Controls

### Appropriate Engineering Controls

: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Gas detectors should be used when flammable gases or vapors may be released.

### Personal Protective Equipment

: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



### Materials for Protective Clothing

: Chemically resistant materials and fabrics.

### Hand Protection

: Wear chemically resistant protective gloves.

### Eye Protection

: Chemical safety goggles.

### Skin and Body Protection

: Wear suitable protective clothing.

### Respiratory Protection

: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

### Thermal Hazard Protection

: When working with hot material, use suitable thermally protective clothing.

### Other Information

: When using, do not eat, drink or smoke.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: No data available
Odor	: No data available
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

### 9.2. Other Information

No additional information available

## SECTION 10: STABILITY AND REACTIVITY

- 10.1. **Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. **Chemical Stability:** Stable under normal conditions.
- 10.3. **Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.

# SS-1, -1H, --1HP

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- 10.4. **Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Incompatible materials.
- 10.5. **Incompatible Materials:** Strong acids. Strong bases. Strong oxidizers.
- 10.6. **Hazardous Decomposition Products:** Carbon oxides (CO, CO<sub>2</sub>). Nitrogen oxides. Sulfur compounds. Hydrocarbons.

## SECTION 11: TOXICOLOGICAL INFORMATION

### 11.1. Information On Toxicological Effects

**Acute Toxicity:** Not classified

<b>EMULSIFIER</b>	
LD50 Oral Rat	15000 mg/kg
<b>Asphalt (8052-42-4)</b>	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
<b>Petroleum Distillates (68476-30-2)</b>	
LD50 Dermal Rabbit	4720 µl/kg
LC50 Inhalation Rat	4.6 mg/l/4h

**Skin Corrosion/Irritation:** Not classified

**Serious Eye Damage/Irritation:** Not classified

**Respiratory or Skin Sensitization:** Not classified

**Germ Cell Mutagenicity:** Not classified

**Carcinogenicity:** Suspected of causing cancer.

<b>Asphalt (8052-42-4)</b>	
IARC group	2B
National Toxicology Program (NTP) Status	Twelfth Report - Items under consideration.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
<b>Styrene-butadiene copolymer (9003-55-8)</b>	
IARC group	3

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** Not classified

**Specific Target Organ Toxicity (Repeated Exposure):** May cause damage to organs through prolonged or repeated exposure.

**Aspiration Hazard:** Not classified

**Symptoms/Injuries After Inhalation:** May cause irritation to the respiratory tract.

**Symptoms/Injuries After Skin Contact:** May cause mild skin irritation.

**Symptoms/Injuries After Eye Contact:** May cause minor eye irritation.

**Symptoms/Injuries After Ingestion:** Ingestion is likely to be harmful or have adverse effects.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure.

## SECTION 12: ECOLOGICAL INFORMATION

### 12.1. Toxicity

<b>Sodium hydroxide (1310-73-2)</b>	
LC50 Fish 1	45.4 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	40 mg/l
<b>Petroleum Distillates (68476-30-2)</b>	
LC50 Fish 1	35 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])

### 12.2. Persistence and Degradability

<b>SS-1, -1H, --1HP</b>	
Persistence and Degradability	Not established.

### 12.3. Bioaccumulative Potential

<b>SS-1, -1H, --1HP</b>	
Bioaccumulative Potential	Not established.
<b>Asphalt (8052-42-4)</b>	
BCF fish 1	(no bioaccumulation expected)
Log Pow	> 6

12.4. **Mobility in Soil** No additional information available

# SS-1, -1H, --1HP

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

## 12.5. Other Adverse Effects

**Other Information** : Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, and international regulations.

**Additional Information:** Container may remain hazardous when empty. Continue to observe all precautions.

## SECTION 14: TRANSPORT INFORMATION

**14.1. In Accordance with DOT** Not regulated for transport

**14.2. In Accordance with IMDG** Not regulated for transport

**14.3. In Accordance with IATA** Not regulated for transport

## SECTION 15: REGULATORY INFORMATION

### 15.1 US Federal Regulations

<b>SS-1, -1H, --1HP</b>	
<b>SARA Section 311/312 Hazard Classes</b>	Delayed (chronic) health hazard
<b>Sodium hydroxide (1310-73-2)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>SARA Section 311/312 Hazard Classes</b>	Immediate (acute) health hazard
<b>Water (7732-18-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>EMULSIFIER</b>	
All ingredients listed on the United States TSCA (Toxic Substances Control Act) inventory or exempt from listing.	
<b>Asphalt (8052-42-4)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Petroleum Distillates (68476-30-2)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Styrene-butadiene copolymer (9003-55-8)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

### 15.2 US State Regulations

<b>Sodium hydroxide (1310-73-2)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List	
U.S. - Pennsylvania - RTK (Right to Know) List	
<b>Asphalt (8052-42-4)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

**Revision Date** : 07/28/2015

**Other Information** : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

### GHS Full Text Phrases:

Acute Tox. 4 (Inhalation: vapor)	Acute toxicity (inhalation: vapor) Category 4
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 2	Carcinogenicity Category 2
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Flam. Liq. 3	Flammable liquids Category 3
Met. Corr. 1	Corrosive to metals Category 1

# SS-1, -1H, --1HP

## Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Skin Corr. 1A	Skin corrosion/irritation Category 1A
Skin Irrit. 2	Skin corrosion/irritation Category 2
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
H226	Flammable liquid and vapor
H290	May be corrosive to metals
H304	May be fatal if swallowed and enters airways
H314	Causes severe skin burns and eye damage
H315	Causes skin irritation
H318	Causes serious eye damage
H332	Harmful if inhaled
H351	Suspected of causing cancer
H373	May cause damage to organs through prolonged or repeated exposure
H402	Harmful to aquatic life
H411	Toxic to aquatic life with long lasting effects

### NFPA Health Hazard

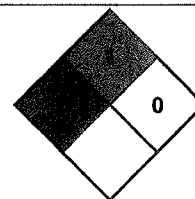
: 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.

### NFPA Fire Hazard

: 1 - Must be preheated before ignition can occur.

### NFPA Reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



### HMIS III Rating

#### Health

: 2 Moderate Hazard - Temporary or minor injury may occur

#### Flammability

: 1 Slight Hazard

#### Physical

: 0 Minimal Hazard

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*

SDS US (GHS HazCom)



# RS-1M; RS-1HP; EA-90P

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations

Revision Date: 04/13/2016

Date of Issue: 04/13/2016

Version: 1.0

## SECTION 1: IDENTIFICATION

### 1.1. Product Identifier

**Product Form:** Mixture

**Product Name:** RS-1M; RS-1HP; EA-90P

**Product Code:** Anionic

### 1.2. Intended Use of the Product

**Use of the substance/mixture:** Chip Sealing

### 1.3. Name, Address, and Telephone of the Responsible Party

#### Company and Manufacturer

Coastal Energy Corporation

P.O. Box: 218

65793 Willow Springs, MO

T 417-469-2777

[www.coastal-fmc.com](http://www.coastal-fmc.com)

### 1.4. Emergency Telephone Number

**Emergency Number** : 1-800-424-9300 CHEMTREC

## SECTION 2: HAZARDS IDENTIFICATION

### 2.1. Classification of the Substance or Mixture

#### Classification (GHS-US)

Skin Irrit. 2 H315

Eye Irrit. 2A H319

Carc. 2 H351

STOT RE 2 H373

Full text of H-phrases: see section 16

### 2.2. Label Elements

#### GHS-US Labeling

##### Hazard Pictograms (GHS-US)



##### Signal Word (GHS-US)

: Warning

##### Hazard Statements (GHS-US)

: H315 - Causes skin irritation.  
H319 - Causes serious eye irritation.  
H351 - Suspected of causing cancer.  
H373 - May cause damage to organs through prolonged or repeated exposure.

##### Precautionary Statements (GHS-US)

: P201 - Obtain special instructions before use.  
P202 - Do not handle until all safety precautions have been read and understood.  
P260 - Do not breathe mist, spray, vapors.  
P264 - Wash hands, forearms, and exposed areas thoroughly after handling.  
P280 - Wear eye protection, protective clothing, protective gloves, respiratory protection.  
P302+P352 - IF ON SKIN: Wash with plenty of water.  
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
P308+P313 - If exposed or concerned: Get medical advice/attention.  
P314 - Get medical advice/attention if you feel unwell.  
P321 - Specific treatment (see Section 4 on this SDS).  
P332+P313 - If skin irritation occurs: Get medical advice/attention.  
P337+P313 - If eye irritation persists: Get medical advice/attention.  
P362 - Take off contaminated clothing and wash before reuse.  
P405 - Store locked up.  
P501 - Dispose of contents/container in accordance with local, regional, national, and international.

# RS-1M; RS-1HP; EA-90P

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

## SECTION 7: HANDLING AND STORAGE

### 7.1. Precautions for Safe Handling

**Precautions for Safe Handling:** Do not handle until all safety precautions have been read and understood. Protect skin and eyes from contact with molten material. Avoid breathing mist, spray, vapors. Use appropriate personal protection equipment (PPE).

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work. Wash hands and forearms thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse.

### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Storage Conditions:** Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Store locked up.

**Incompatible Products:** Strong acids. Strong bases. Strong oxidizers.

### 7.3. Specific End Use(s) Chip Sealing

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Sodium hydroxide (1310-73-2)		
USA ACGIH	ACGIH Ceiling (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
USA IDLH	US IDLH (mg/m <sup>3</sup> )	10 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
Asphalt (8052-42-4)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	0.5 mg/m <sup>3</sup> (fume, inhalable fraction)
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	5 mg/m <sup>3</sup> (fume)
Petroleum Distillates (68476-30-2)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	100 mg/m <sup>3</sup> (inhalable fraction and vapor)

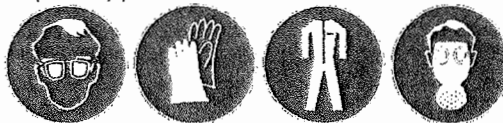
### 8.2. Exposure Controls

#### Appropriate Engineering Controls

: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Storage and handling temperatures should be kept as low as feasible to minimize fume production. Do not enter empty storage tanks until measurements of hydrogen sulphide concentration and available oxygen have been carried out.

#### Personal Protective Equipment

: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



#### Materials for Protective Clothing

: With molten material wear thermally protective clothing. Chemically resistant materials and fabrics.

#### Hand Protection

: If material is hot, wear thermally resistant protective gloves. Wear chemically resistant protective gloves.

#### Eye Protection

: Chemical safety goggles.

#### Skin and Body Protection

: Wear suitable protective clothing.

#### Respiratory Protection

: Not required for normal conditions of use. If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

#### Thermal Hazard Protection

: Wear thermally resistant protective clothing.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: No data available
Odor	: No data available
Odor Threshold	: No data available

# RS-1M; RS-1HP; EA-90P

Safety Data Sheet

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pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

9.2. Other Information No additional information available

## SECTION 10: STABILITY AND REACTIVITY

- 10.1. **Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. **Chemical Stability:** Stable under normal conditions.
- 10.3. **Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. **Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Incompatible materials.
- 10.5. **Incompatible Materials:** Strong acids. Strong bases. Strong oxidizers. Nitrates.
- 10.6. **Hazardous Decomposition Products:** Carbon oxides (CO, CO<sub>2</sub>). May release flammable gases. Sulfur oxide. Nitrogen oxides. Hydrogen sulfide.

## SECTION 11: TOXICOLOGICAL INFORMATION

### 11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

<b>Asphalt (8052-42-4)</b>	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
<b>Petroleum Distillates (68476-30-2)</b>	
LD50 Dermal Rabbit	4720 µl/kg
LC50 Inhalation Rat	4.6 mg/l/4h

**Skin Corrosion/Irritation:** Causes skin irritation.

**Serious Eye Damage/Irritation:** Causes serious eye irritation.

**Respiratory or Skin Sensitization:** Not classified

**Germ Cell Mutagenicity:** Not classified

**Carcinogenicity:** Suspected of causing cancer.

<b>Asphalt (8052-42-4)</b>	
IARC group	2B
National Toxicology Program (NTP) Status	Twelfth Report - Items under consideration.

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** Not classified

**Specific Target Organ Toxicity (Repeated Exposure):** May cause damage to organs through prolonged or repeated exposure.

**Aspiration Hazard:** Not classified

**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** Causes serious eye irritation. Risk of thermal burns on contact with molten product.

# RS-1M; RS-1HP; EA-90P

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

**Symptoms/Injuries After Ingestion:** Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

## SECTION 12: ECOLOGICAL INFORMATION

### 12.1. Toxicity

#### Sodium hydroxide (1310-73-2)

LC50 Fish 1	45.4 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	40 mg/l

#### Petroleum Distillates (68476-30-2)

LC50 Fish 1	35 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
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### 12.2. Persistence and Degradability

#### RS-1M; RS-1HP; EA-90P

Persistence and Degradability	Not established.
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### 12.3. Bioaccumulative Potential

#### RS-1M; RS-1HP; EA-90P

Bioaccumulative Potential	Not established.
---------------------------	------------------

#### Asphalt (8052-42-4)

BCF fish 1	(no bioaccumulation expected)
Log Pow	> 6

**12.4. Mobility in Soil** No additional information available

### 12.5. Other Adverse Effects

**Other Information** : Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, and international regulations.

**Ecology – Waste Materials:** Hazardous waste due to toxicity.

## SECTION 14: TRANSPORT INFORMATION

**14.1. In Accordance with DOT** Not regulated for transport

**14.2. In Accordance with IMDG** Not regulated for transport

**14.3. In Accordance with IATA** Not regulated for transport

## SECTION 15: REGULATORY INFORMATION

### 15.1 US Federal Regulations

#### RS-1M; RS-1HP; EA-90P

SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard
-------------------------------------	--

#### Sodium hydroxide (1310-73-2)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

#### Asphalt (8052-42-4)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

#### Petroleum Distillates (68476-30-2)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

### 15.2 US State Regulations

#### Sodium hydroxide (1310-73-2)

U.S. - Massachusetts - Right To Know List  
U.S. - New Jersey - Right to Know Hazardous Substance List  
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List  
U.S. - Pennsylvania - RTK (Right to Know) List

#### Asphalt (8052-42-4)

U.S. - Massachusetts - Right To Know List  
U.S. - New Jersey - Right to Know Hazardous Substance List

# RS-1M; RS-1HP; EA-90P

Safety Data Sheet

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U.S. - Pennsylvania - RTK (Right to Know) List

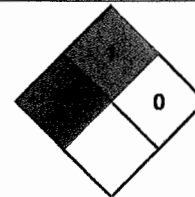
## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

**Revision Date** : 04/13/2016  
**Other Information** : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

**GHS Full Text Phrases:**

Acute Tox. 4 (Inhalation:vapor)	Acute toxicity (inhalation:vapor) Category 4
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 2	Carcinogenicity Category 2
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Flam. Liq. 3	Flammable liquids Category 3
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
Skin Irrit. 2	Skin corrosion/irritation Category 2
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
H226	Flammable liquid and vapor
H290	May be corrosive to metals
H304	May be fatal if swallowed and enters airways
H314	Causes severe skin burns and eye damage
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H332	Harmful if inhaled
H351	Suspected of causing cancer
H373	May cause damage to organs through prolonged or repeated exposure
H402	Harmful to aquatic life
H411	Toxic to aquatic life with long lasting effects

**NFPA Health Hazard** : 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.  
**NFPA Fire Hazard** : 1 - Must be preheated before ignition can occur.  
**NFPA Reactivity** : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



**HMIS III Rating**  
**Health** : 2 Moderate Hazard - Temporary or minor injury may occur  
**Flammability** : 1 Slight Hazard  
**Physical** : 0 Minimal Hazard

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*

SDS US (GHS HazCom)

# PEP,AEP

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations  
Revision Date: 02/29/2016 Date of Issue: 02/29/2016

Version: 1.0

### SECTION 1: IDENTIFICATION

#### 1.1. Product Identifier

**Product Form:** Mixture

**Product Name:** PEP

**Product Code:** Nonionic

#### 1.2. Intended Use of the Product

**Use of the substance/mixture:** Prime

#### 1.3. Name, Address, and Telephone of the Responsible Party

##### Company, Manufacturer

Coastal Energy Corporation

65793 Willow Springs, MO

T 417-469-2777

[www.coastal-fmc.com](http://www.coastal-fmc.com)

#### 1.4. Emergency Telephone Number

**Emergency Number** : 1-800-424-9300 CHEMTREC

### SECTION 2: HAZARDS IDENTIFICATION

#### 2.1. Classification of the Substance or Mixture

##### Classification (GHS-US)

Flam. Liq. 3 H226

Acute Tox. 4 (Inhalation:vapor) H332

Skin Irrit. 2 H315

Carc. 2 H351

STOT RE 2 H373

Asp. Tox. 1 H304

Aquatic Chronic 3 H412

Full text of H-phrases: see section 16

#### 2.2. Label Elements

##### GHS-US Labeling

##### Hazard Pictograms (GHS-US)



##### Signal Word (GHS-US)

: Danger

##### Hazard Statements (GHS-US)

: H226 - Flammable liquid and vapor.  
H304 - May be fatal if swallowed and enters airways.  
H315 - Causes skin irritation.  
H332 - Harmful if inhaled.  
H351 - Suspected of causing cancer.  
H373 - May cause damage to organs through prolonged or repeated exposure.  
H412 - Harmful to aquatic life with long lasting effects.

##### Precautionary Statements (GHS-US)

: P201 - Obtain special instructions before use.  
P202 - Do not handle until all safety precautions have been read and understood.  
P210 - Keep away from extremely high or low temperatures, ignition sources, and incompatible materials. No smoking.  
P233 - Keep container tightly closed.  
P240 - Ground/bond container and receiving equipment.  
P241 - Use explosion-proof electrical, ventilating, and lighting equipment.  
P242 - Use only non-sparking tools.  
P243 - Take precautionary measures against static discharge.  
P260 - Do not breathe vapors, mist, or spray.  
P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.  
P271 - Use only outdoors or in a well-ventilated area.  
P273 - Avoid release to the environment.  
P280 - Wear protective gloves, protective clothing, and eye protection.  
P301+P310 - If swallowed: Immediately call a poison center or doctor.

# PEP,AEP

## Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.  
P304+P340 - If inhaled: Remove person to fresh air and keep at rest in a position comfortable for breathing.  
P308+P313 - If exposed or concerned: Get medical advice/attention.  
P314 - Get medical advice/attention if you feel unwell.  
P321 - Specific treatment (see section 4 on this SDS).  
P331 - Do NOT induce vomiting.  
P332+P313 - If skin irritation occurs: Get medical advice/attention.  
P362 - Take off contaminated clothing and wash it before reuse.  
P370+P378 - In case of fire: Use appropriate media (see section 5) to extinguish.  
P403+P235 - Store in a well-ventilated place. Keep cool.  
P405 - Store locked up.  
P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

### 2.3. Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions. Contains a small amount of hydrogen sulfide. Hydrogen sulfide is a fatal, and highly flammable gas with a rotten egg odor that quickly causes odor fatigue. Heating of this product and storage under elevated temperatures or over long periods of time may release higher amounts of hydrogen sulfide. Hydrogen sulfide is also an asphyxiant. If stored under heat for extended periods or significantly agitated, this material might evolve or release hydrogen sulfide, a flammable gas, which can raise and widen this material's actual flammability limits and significantly lower its auto-ignition temperature. Hydrogen sulfide is a toxic gas that can be fatal. It also has a rotten egg smell that causes odor fatigue very quickly and shouldn't be used as an indicator for the presence of gas. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

### 2.4. Unknown Acute Toxicity (GHS-US)

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### 3.1. Substance

Not applicable

### 3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Asphalt	(CAS No) 8052-42-4	60 - 65	Carc. 2, H351
Water	(CAS No) 7732-18-5	35 - 40	Not classified
Distillate fuel oils, light	(CAS No) 68476-30-2	15 - 24	Flam. Liq. 3, H226 Acute Tox. 3 (Inhalation:vapor), H331 Skin Irrit. 2, H315 Carc. 2, H351 STOT RE 2, H373 Asp. Tox. 1, H304 Aquatic Acute 3, H402 Aquatic Chronic 2, H411
Ethanol	(CAS No) 64-17-5	0.09 - 0.297	Flam. Liq. 2, H225 Eye Irrit. 2A, H319
Methanol	(CAS No) 67-56-1	0.09 - 0.297	Flam. Liq. 2, H225 Acute Tox. 3 (Oral), H301 Acute Tox. 3 (Dermal), H311 Acute Tox. 3 (Inhalation:vapor), H331 STOT SE 1, H370

Full text of H-phrases: see section 16

\*The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

# PEP,AEP

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

## SECTION 4: FIRST AID MEASURES

### 4.1. Description of First Aid Measures

**First-aid Measures General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**First-aid Measures After Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician. Ventilate the area.

**First-aid Measures After Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 15 minutes. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse. Seek medical attention for thermal burns. Do not attempt to forcibly remove material from skin after cooling.

**First-aid Measures After Eye Contact:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Seek medical advice. Obtain medical attention for thermal burns. Removal of solidified molten material from the eyes requires medical assistance.

**First-aid Measures After Ingestion:** Rinse mouth. Do NOT induce vomiting. IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

### 4.2. Most important symptoms and effects, both acute and delayed

**Symptoms/Injuries:** Harmful if inhaled. Causes serious skin irritation. May cause cancer. May damage organs through prolonged or repeated exposure, aspiration hazard. During processing, inhalation of fumes may cause dizziness and/or irritation to the eyes, nose, and throat. Hot molten product will cause thermal burns to the skin.

**Symptoms/Injuries After Inhalation:** Harmful if inhaled. Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** May cause eye irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** May be fatal if swallowed and enters airways. Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

### 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If burned by hot product, cool affected area immediately with cool water. Do not attempt to remove solidified material from skin. Seek medical attention immediately. If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Alcohol-resistant foam. Carbon dioxide (CO<sub>2</sub>). Dry chemical powder. Earth. Sand.

**Unsuitable Extinguishing Media:** Do not use water when molten material is involved, contact of hot product with water will result in a violent expansion as the water turns to steam causing explosion with massive force.

### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Flammable liquid and vapor.

**Explosion Hazard:** May form flammable/explosive vapor-air mixture.

**Reactivity:** Reacts with strong oxidants causing fire and explosion hazard.

### 5.3. Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Do not allow run-off from fire fighting to enter drains or water courses. Do not breathe fumes from fires or vapors from decomposition. Remove containers from fire area if this can be done without risk. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

**Hazardous Combustion Products:** Carbon oxides (CO, CO<sub>2</sub>). Hydrocarbons.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Use special care to avoid static electric charges. Keep away from heat, sparks, open flames, hot surfaces. No smoking. Avoid all eyes and skin contact and do not breathe vapor and mist. Handle in accordance with good industrial hygiene and safety practice.



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## 6.1.1. For Non-emergency Personnel

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

## 6.1.2. For Emergency Responders

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Ventilate area. Eliminate ignition sources. Evacuate unnecessary personnel. Stop leak if safe to do so. Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

## 6.2. Environmental Precautions

Prevent entry to sewers and public waters.

## 6.3. Methods and Material for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. Where possible allow molten material to solidify naturally.

**Methods for Cleaning Up:** Clean up spills immediately and dispose of waste safely. Cool molten material to limit spreading. Allow liquid material to solidify before cleaning up. Take up mechanically (sweeping, shoveling) and collect in suitable container for disposal. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

## 6.4. Reference to Other Sections

See heading 8, Exposure Controls and Personal Protection. Concerning disposal elimination after cleaning, see item 13.

## SECTION 7: HANDLING AND STORAGE

### 7.1. Precautions for Safe Handling

**Additional Hazards When Processed:** Handle empty containers with care because residual vapors are flammable. Risk of thermal burns on contact with molten product. Contains Sulfur, may release small amounts of hydrogen sulfide. Hydrogen sulfide is a highly flammable, explosive gas under certain conditions, is a toxic gas, and may be fatal. Gas can accumulate in the headspace of closed containers, use caution when opening sealed containers. Heating the product or containers can cause thermal decomposition of the product and release hydrogen sulfide.

**Precautions for Safe Handling:** Do not handle until all safety precautions have been read and understood. Protect skin and eyes from contact with molten material. Take precautionary measures against static discharge. Use only non-sparking tools. Keep away from heat, sparks, open flames, hot surfaces. No smoking. Avoid breathing mist, spray, vapors. Use appropriate personal protection equipment (PPE).

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work. Wash hands and forearms thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse.

### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Proper grounding procedures to avoid static electricity should be followed. Ground/bond container and receiving equipment. Use explosion-proof electrical, lighting, ventilating equipment. Product may release Hydrogen Sulfide: a specific assessment of inhalation risks from the presence of hydrogen sulfide in tank headspaces, confined spaces, product residue, tank waste and waste water, and unintentional releases should be made to help determine controls appropriate to local circumstances.

**Storage Conditions:** Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Store locked up.

**Incompatible Products:** Strong acids. Strong bases. Strong oxidizers. Nitrates.

### 7.3. Specific End Use(s)

Prime

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Ethanol (64-17-5)		
USA ACGIH	ACGIH STEL (ppm)	1000 ppm
USA ACGIH	ACGIH chemical category	Confirmed Animal Carcinogen with Unknown Relevance to Humans
USA NIOSH	NIOSH REL (TWA) (mg/m <sup>3</sup> )	1900 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (TWA) (ppm)	1000 ppm
USA IDLH	US IDLH (ppm)	3300 ppm (10% LEL)
USA OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	1900 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (TWA) (ppm)	1000 ppm

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Methanol (67-56-1)		
USA ACGIH	ACGIH TWA (ppm)	200 ppm
USA ACGIH	ACGIH STEL (ppm)	250 ppm
USA ACGIH	ACGIH chemical category	Skin - potential significant contribution to overall exposure by the cutaneous route
USA NIOSH	NIOSH REL (TWA) (mg/m <sup>3</sup> )	260 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (TWA) (ppm)	200 ppm
USA NIOSH	NIOSH REL (STEL) (mg/m <sup>3</sup> )	325 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (STEL) (ppm)	250 ppm
USA IDLH	US IDLH (ppm)	6000 ppm
USA OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	260 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (TWA) (ppm)	200 ppm
Asphalt (8052-42-4)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	0.5 mg/m <sup>3</sup> (fume, inhalable fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen fume, coal tar-free
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	5 mg/m <sup>3</sup> (fume)
Distillate fuel oils, light (68476-30-2)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	100 mg/m <sup>3</sup> (inhalable fraction and vapor)
USA ACGIH	ACGIH chemical category	Skin - potential significant contribution to overall exposure by the cutaneous route, Confirmed Animal Carcinogen with Unknown Relevance to Humans

### 8.2. Exposure Controls

#### Appropriate Engineering Controls

: Proper grounding procedures to avoid static electricity should be followed. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Use explosion-proof equipment. Take precautionary measures against static discharges. Gas detectors should be used when flammable gases/vapors may be released.

#### Personal Protective Equipment

: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



#### Materials for Protective Clothing

: With molten material wear thermally protective clothing. Chemically resistant materials and fabrics.

#### Hand Protection

: If material is hot, wear thermally resistant protective gloves. Wear chemically resistant protective gloves.

#### Eye Protection

: Chemical safety goggles or glasses with side shields.

#### Skin and Body Protection

: Wear suitable protective clothing.

#### Respiratory Protection

: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

#### Thermal Hazard Protection

: Wear thermally resistant protective clothing.

#### Other Information

: When using, do not eat, drink, or smoke.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: No data available
Odor	: No data available
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available

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Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

9.2. Other Information No additional information available

## SECTION 10: STABILITY AND REACTIVITY

- 10.1. **Reactivity:** Reacts with strong oxidants causing fire and explosion hazard.
- 10.2. **Chemical Stability:** Flammable liquid and vapor. May form flammable/explosive vapor-air mixture.
- 10.3. **Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. **Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Incompatible materials.
- 10.5. **Incompatible Materials:** Strong acids. Strong bases. Strong oxidizers. Nitrates.
- 10.6. **Hazardous Decomposition Products:** Carbon oxides (CO, CO<sub>2</sub>). May release flammable gases. Sulfur oxide. Nitrogen oxides. Hydrogen sulfide. Hydrocarbons.

## SECTION 11: TOXICOLOGICAL INFORMATION

### 11.1. Information On Toxicological Effects

Acute Toxicity: Inhalation:vapor: Harmful if inhaled.

PEP, AEP	
ATE (Vapors)	18.81 mg/l/4h
Ethanol (64-17-5)	
LD50 Oral Rat	10470 mg/kg
LD50 Dermal Rat	20 ml/kg
LC50 Inhalation Rat	124.7 mg/l/4h
Methanol (67-56-1)	
LD50 Oral Rat	6200 mg/kg
LC50 Inhalation Rat	22500 ppm (Exposure time: 8 h)
ATE (Oral)	100.00 mg/kg body weight
ATE (Dermal)	300.00 mg/kg body weight
ATE (Vapors)	3.00 mg/l/4h
Asphalt (8052-42-4)	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
LC50 Inhalation Rat	> 94.4 mg/m <sup>3</sup>
Distillate fuel oils, light (68476-30-2)	
LD50 Oral Rat	12 g/kg
LD50 Dermal Rabbit	4720 µl/kg
LC50 Inhalation Rat	4.6 mg/l/4h

**Skin Corrosion/Irritation:** Causes skin irritation.

**Serious Eye Damage/Irritation:** Not classified

**Respiratory or Skin Sensitization:** Not classified

**Germ Cell Mutagenicity:** Not classified

**Carcinogenicity:** Suspected of causing cancer.

Ethanol (64-17-5)	
IARC group	1
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.

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<b>Asphalt (8052-42-4)</b>	
<b>IARC group</b>	2B
<b>National Toxicology Program (NTP) Status</b>	Twelfth Report - Items under consideration.
<b>OSHA Hazard Communication Carcinogen List</b>	In OSHA Hazard Communication Carcinogen list.

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** Not classified

**Specific Target Organ Toxicity (Repeated Exposure):** May cause damage to organs through prolonged or repeated exposure.

**Aspiration Hazard:** May be fatal if swallowed and enters airways.

**Symptoms/Injuries After Inhalation:** Harmful if inhaled. Inhalation of fumes or vapors may cause respiratory irritation.

**WARNING:** irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** May cause eye irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** May be fatal if swallowed and enters airways. Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

## SECTION 12: ECOLOGICAL INFORMATION

### 12.1. Toxicity

**Ecology - General** : Harmful to aquatic life with long lasting effects.

<b>Ethanol (64-17-5)</b>	
<b>EC50 Daphnia 1</b>	9268 - 14221 mg/l (Exposure time: 48 h - Species: Daphnia magna)
<b>LC 50 Fish 2</b>	> 100 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])
<b>ErC50 (algae)</b>	1000 mg/l
<b>Methanol (67-56-1)</b>	
<b>LC50 Fish 1</b>	28200 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
<b>EC50 Daphnia 1</b>	1340 mg/l
<b>LC 50 Fish 2</b>	> 100 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])
<b>Distillate fuel oils, light (68476-30-2)</b>	
<b>LC50 Fish 1</b>	35 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])

### 12.2. Persistence and Degradability

<b>PEP,AEP</b>	
<b>Persistence and Degradability</b>	Not established.
<b>Ethanol (64-17-5)</b>	
<b>Persistence and Degradability</b>	Not established.

### 12.3. Bioaccumulative Potential

<b>PEP,AEP</b>	
<b>Bioaccumulative Potential</b>	Not established.
<b>Ethanol (64-17-5)</b>	
<b>Log Pow</b>	-0.32
<b>Bioaccumulative Potential</b>	Not established.
<b>Methanol (67-56-1)</b>	
<b>BCF fish 1</b>	< 10
<b>Log Pow</b>	-0.77
<b>Asphalt (8052-42-4)</b>	
<b>BCF fish 1</b>	(no bioaccumulation expected)
<b>Log Pow</b>	> 6

**12.4. Mobility in Soil** No additional information available

### 12.5. Other Adverse Effects

**Other Information** : Avoid release to the environment.

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## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, and international regulations.

**Additional Information:** Handle empty containers with care because residual vapors are flammable.

**Ecology – Waste Materials:** Hazardous waste due to toxicity.

## SECTION 14: TRANSPORT INFORMATION

### 14.1. In Accordance with DOT Not regulated for transport

**Proper Shipping Name** : TARS, LIQUID including road oils and cutback bitumens  
**Hazard Class** : 3  
**Identification Number** : UN1999  
**Label Codes** : 3  
**Packing Group** : III  
**Marine Pollutant** : Marine pollutant  
**ERG Number** : 130



### 14.2. In Accordance with IMDG Not regulated for transport

**Proper Shipping Name** : TARS, LIQUID including road oils and cutback bitumens  
**Hazard Class** : 3  
**Identification Number** : UN1999  
**Packing Group** : III  
**Label Codes** : 3  
**EmS No. (Fire)** : F-E  
**EmS No. (Spillage)** : S-E  
**Marine Pollutant** : Marine pollutant



### 14.3. In Accordance with IATA Not regulated for transport

**Proper Shipping Name** : TARS, LIQUID including road oils and cutback bitumens  
**Packing Group** : III  
**Identification Number** : UN1999  
**Hazard Class** : 3  
**Label Codes** : 3  
**ERG Code (IATA)** : 3L



## SECTION 15: REGULATORY INFORMATION

### 15.1 US Federal Regulations

<b>PEP,AEP</b>	
<b>SARA Section 311/312 Hazard Classes</b>	Immediate (acute) health hazard Delayed (chronic) health hazard Fire hazard
<b>Ethanol (64-17-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Methanol (67-56-1)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on United States SARA Section 313	
<b>SARA Section 311/312 Hazard Classes</b>	Delayed (chronic) health hazard Immediate (acute) health hazard Fire hazard
<b>SARA Section 313 - Emission Reporting</b>	1.0 %
<b>Water (7732-18-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Asphalt (8052-42-4)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>SARA Section 311/312 Hazard Classes</b>	Delayed (chronic) health hazard
<b>Distillate fuel oils, light (68476-30-2)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

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## 15.2 US State Regulations

<b>Ethanol (64-17-5)</b>	
U.S. - California - Proposition 65 - Carcinogens List	WARNING: This product contains chemicals known to the State of California to cause cancer.
U.S. - California - Proposition 65 - Developmental Toxicity	WARNING: This product contains chemicals known to the State of California to cause birth defects.
<b>Methanol (67-56-1)</b>	
U.S. - California - Proposition 65 - Developmental Toxicity	WARNING: This product contains chemicals known to the State of California to cause birth defects.
<b>Ethanol (64-17-5)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
<b>Methanol (67-56-1)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List	
U.S. - Pennsylvania - RTK (Right to Know) List	
<b>Asphalt (8052-42-4)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

<b>Revision Date</b>	: 02/29/2016
<b>Other Information</b>	: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200. This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

### GHS Full Text Phrases:

Acute Tox. 3 (Dermal)	Acute toxicity (dermal) Category 3
Acute Tox. 3 (Inhalation:vapor)	Acute toxicity (inhalation:vapor) Category 3
Acute Tox. 3 (Oral)	Acute toxicity (oral) Category 3
Acute Tox. 4 (Inhalation:vapor)	Acute toxicity (inhalation:vapor) Category 4
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 2	Carcinogenicity Category 2
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Flam. Liq. 2	Flammable liquids Category 2
Flam. Liq. 3	Flammable liquids Category 3
Skin Irrit. 2	Skin corrosion/irritation Category 2
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
STOT SE 1	Specific target organ toxicity (single exposure) Category 1
H225	Highly flammable liquid and vapor
H226	Flammable liquid and vapor
H301	Toxic if swallowed
H304	May be fatal if swallowed and enters airways
H311	Toxic in contact with skin
H315	Causes skin irritation
H319	Causes serious eye irritation
H331	Toxic if inhaled

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H332	Harmful if inhaled
H351	Suspected of causing cancer
H370	Causes damage to organs
H373	May cause damage to organs through prolonged or repeated exposure
H402	Harmful to aquatic life
H411	Toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

### NFPA Health Hazard

: 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.

### NFPA Fire Hazard

: 2 - Must be moderately heated or exposed to relatively high temperature before ignition can occur.

### NFPA Reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.

### HMIS III Rating

#### Health

: 2 Moderate Hazard - Temporary or minor injury may occur

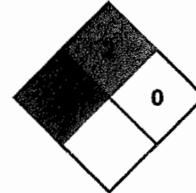
#### Flammability

: 2 Moderate Hazard

#### Physical

: 0 Minimal Hazard

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*



SDS US (GHS HazCom)

# MC-30, -70, -250, -800, -3000, -800+

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Revision Date: 07/28/2015 Date of Issue: 07/28/2015

Version: 1.0

## SECTION 1: IDENTIFICATION

### 1.1. Product Identifier

**Product Form:** Mixture

**Product Name:** MC-30, -70, -250, -800, -3000, -800+

**Product Code:** Cutback Asphalt

### 1.2. Intended Use of the Product

**Use of the substance/mixture:** Prime, Mixing, Chip Sealing

### 1.3. Name, Address, and Telephone of the Responsible Party

#### Company and Manufacturer

Coastal Energy Corporation

P.O. Box: 218

65793 Willow Springs, MO

T 417-469-2777

[www.coastal-fmc.com](http://www.coastal-fmc.com)

### 1.4. Emergency Telephone Number

**Emergency Number** : 1-800-424-9300  
CHEMTREC

## SECTION 2: HAZARDS IDENTIFICATION

### 2.1. Classification of the Substance or Mixture

#### Classification (GHS-US)

Flam. Liq. 3 H226

Skin Irrit. 2 H315

Carc. 2 H351

STOT RE 2 H373

Asp. Tox. 1 H304

Aquatic Acute 3 H402

Aquatic Chronic 2 H411

Full text of H-phrases: see section 16

### 2.2. Label Elements

#### GHS-US Labeling

##### Hazard Pictograms (GHS-US)



##### Signal Word (GHS-US)

: Danger

##### Hazard Statements (GHS-US)

: H226 - Flammable liquid and vapor.  
H304 - May be fatal if swallowed and enters airways.  
H315 - Causes skin irritation.  
H351 - Suspected of causing cancer.  
H373 - May cause damage to organs through prolonged or repeated exposure.  
H402 - Harmful to aquatic life.  
H411 - Toxic to aquatic life with long lasting effects.

##### Precautionary Statements (GHS-US)

: P201 - Obtain special instructions before use.  
P202 - Do not handle until all safety precautions have been read and understood.  
P210 - Keep away from extremely high or low temperatures, ignition sources, and incompatible materials. No smoking.  
P233 - Keep container tightly closed.  
P240 - Ground/bond container and receiving equipment.  
P241 - Use explosion-proof electrical, ventilating, and lighting equipment.  
P242 - Use only non-sparking tools.  
P243 - Take precautionary measures against static discharge.  
P260 - Do not breathe vapors, mist, or spray.  
P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.  
P273 - Avoid release to the environment.  
P280 - Wear protective gloves, protective clothing, and eye protection.



# MC-30, -70, -250, -800, -3000, -800+

## Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

P301+P310 - IF SWALLOWED: Immediately call a poison center or doctor.  
P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.  
P308+P313 - If exposed or concerned: Get medical advice/attention.  
P314 - Get medical advice/attention if you feel unwell.  
P321 - Specific treatment (see section 4 on this SDS).  
P331 - Do NOT induce vomiting.  
P332+P313 - If skin irritation occurs: Get medical advice/attention.  
P362 - Take off contaminated clothing and wash before reuse.  
P370+P378 - In case of fire: Use appropriate media (see section 5) to extinguish.  
P391 - Collect spillage.  
P403+P235 - Store in a well-ventilated place. Keep cool.  
P405 - Store locked up.  
P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

### 2.3. Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions. May defat skin and cause contact dermatitis. Contains a small amount of hydrogen sulfide. Hydrogen sulfide is a fatal and highly flammable. Heating of this product and storage under elevated temperatures or over long periods of time may release higher amounts of hydrogen sulfide. Hydrogen sulfide is also an asphyxiant. If stored under heat for extended periods or significantly agitated, this material might evolve or release hydrogen sulfide, a flammable gas, which can raise and widen this material's actual flammability limits and significantly lower its auto-ignition temperature. Hydrogen sulfide is a toxic gas that can be fatal. It also has a rotten egg smell that causes odor fatigue very quickly and shouldn't be used as an indicator for the presence of gas. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

### 2.4. Unknown Acute Toxicity (GHS-US)

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### 3.1. Substance

Not applicable

### 3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Asphalt	(CAS No) 8052-42-4	55 - 92	Not classified
Petroleum Distillates	(CAS No) 68334-30-5	8 - 45	Flam. Liq. 3, H226 Acute Tox. 4 (Inhalation:dust,mist), H332 Skin Irrit. 2, H315 Carc. 2, H351 STOT RE 2, H373 Asp. Tox. 1, H304 Aquatic Acute 3, H402 Aquatic Chronic 2, H411

Full text of H-phrases: see section 16

\* The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

## SECTION 4: FIRST AID MEASURES

### 4.1. Description of First Aid Measures

**First-aid Measures General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**First-aid Measures After Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

**First-aid Measures After Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 15 minutes. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse. Seek medical attention for thermal burns. Do not attempt to forcibly remove material from skin after cooling.

# MC-30, -70, -250, -800, -3000, -800+

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

**First-aid Measures After Eye Contact:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Seek medical advice. Obtain medical attention for thermal burns. Removal of solidified molten material from the eyes requires medical assistance.

**First-aid Measures After Ingestion:** Rinse mouth. Do NOT induce vomiting. IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

## 4.2. Most important symptoms and effects, both acute and delayed

**Symptoms/Injuries:** This product, if heated may release asphalt fumes. During processing, inhalation of fumes may cause dizziness and/or irritation to the eyes, nose, and throat. Hot molten product will cause thermal burns to the skin.

**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** May cause eye irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** May be fatal if swallowed and enters airways. Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

## 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If burned by hot product, cool affected area immediately with cool water. Do not attempt to remove solidified material from skin or eyes. Seek medical attention immediately. If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Alcohol-resistant foam. Carbon dioxide (CO<sub>2</sub>). Dry chemical powder. Earth. Sand.

**Unsuitable Extinguishing Media:** Do not use water when molten material is involved, may react violently or explosively on contact with water.

### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Flammable liquid and vapor. Flammable hydrogen sulfide may be present in headspace of closed containers and in areas of insufficient ventilation.

**Explosion Hazard:** May form flammable/explosive vapor-air mixture.

**Reactivity:** Hazardous reactions will not occur under normal conditions.

### 5.3. Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Do not allow run-off from fire fighting to enter drains or water courses. Do not breathe fumes from fires or vapors from decomposition. Remove containers from fire area if this can be done without risk. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Use special care to avoid static electric charges. Keep away from heat/sparks/open flames/hot surfaces. No smoking. Avoid all eyes and skin contact and do not breathe vapor and mist. Handle in accordance with good industrial hygiene and safety practice.

#### 6.1.1. For Non-emergency Personnel

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel. Evacuate unnecessary personnel.

#### 6.1.2. For Emergency Responders

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Ventilate area. Eliminate ignition sources. Evacuate unnecessary personnel. Stop leak if safe to do so.

### 6.2. Environmental Precautions

Prevent entry to sewers and public waters.

### 6.3. Methods and Material for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. Where possible allow molten material to solidify naturally.

# MC-30, -70, -250, -800, -3000, -800+

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: No data available
Odor	: No data available
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

### 9.2. Other Information No additional information available

## SECTION 10: STABILITY AND REACTIVITY

- 10.1. **Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. **Chemical Stability:** Flammable liquid and vapor. May form flammable/explosive vapor-air mixture.
- 10.3. **Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. **Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Incompatible materials.
- 10.5. **Incompatible Materials:** Strong acids. Strong bases. Strong oxidizers. Nitrates.
- 10.6. **Hazardous Decomposition Products:** Carbon oxides (CO, CO<sub>2</sub>). May release flammable gases. Sulfur oxide. Nitrogen oxides. Hydrogen sulfide.

## SECTION 11: TOXICOLOGICAL INFORMATION

### 11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

Petroleum Distillates (68334-30-5)	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
LC50 Inhalation Rat	4.6 mg/l/4h
Asphalt (8052-42-4)	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg

**Skin Corrosion/Irritation:** Causes skin irritation.

**Serious Eye Damage/Irritation:** Not classified

**Respiratory or Skin Sensitization:** Not classified

**Germ Cell Mutagenicity:** Not classified

**Carcinogenicity:** Suspected of causing cancer.

Petroleum Distillates (68334-30-5)	
IARC group	2B
Asphalt (8052-42-4)	
IARC group	2B
National Toxicology Program (NTP) Status	Twelfth Report - Items under consideration.

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** Not classified

# MC-30, -70, -250, -800, -3000, -800+

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

**Specific Target Organ Toxicity (Repeated Exposure):** May cause damage to organs through prolonged or repeated exposure.

**Aspiration Hazard:** May be fatal if swallowed and enters airways.

**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapours may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** May cause eye irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** May be fatal if swallowed and enters airways. Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

## SECTION 12: ECOLOGICAL INFORMATION

### 12.1. Toxicity

**Ecology - General** : Harmful to aquatic life. Toxic to aquatic life with long lasting effects.

#### Petroleum Distillates (68334-30-5)

LC50 Fish 1	35 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
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### 12.2. Persistence and Degradability

#### MC-30, -70, -250, -800, -3000, -800+

Persistence and Degradability	Not established.
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### 12.3. Bioaccumulative Potential

#### MC-30, -70, -250, -800, -3000, -800+

Bioaccumulative Potential	Not established.
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#### Asphalt (8052-42-4)

BCF fish 1	(no bioaccumulation expected)
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Log Pow	> 6
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**12.4. Mobility in Soil** No additional information available

### 12.5. Other Adverse Effects

**Other Information** : Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, and international regulations.

**Additional Information:** Handle empty containers with care because residual vapors are flammable.

**Ecology - Waste Materials:** Hazardous waste due to toxicity.

## SECTION 14: TRANSPORT INFORMATION

### 14.1. In Accordance with DOT

**Proper Shipping Name** : TARS, LIQUID including road oils and cutback bitumens

**Hazard Class** : 3

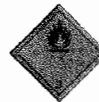
**Identification Number** : UN1999

**Label Codes** : 3

**Packing Group** : III

**Marine Pollutant** : Marine pollutant

**ERG Number** : 130



### 14.2. In Accordance with IMDG

**Proper Shipping Name** : TARS, LIQUID including road oils and cutback bitumens

**Hazard Class** : 3

**Identification Number** : UN1999

**Packing Group** : III

**Label Codes** : 3

**EmS-No. (Fire)** : F-E

**EmS-No. (Spillage)** : S-E



# MC-30, -70, -250, -800, -3000, -800+

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**Marine Pollutant** : Marine pollutant  
**14.3. In Accordance with IATA**  
**Proper Shipping Name** : TARS, LIQUID including road oils and cutback bitumens  
**Packing Group** : III  
**Identification Number** : UN1999  
**Hazard Class** : 3  
**Label Codes** : 3  
**ERG Code (IATA)** : 3L



## SECTION 15: REGULATORY INFORMATION

### 15.1 US Federal Regulations

#### MC-30, -70, -250, -800, -3000, -800+

SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard
	Delayed (chronic) health hazard
	Fire hazard

#### Petroleum Distillates (68334-30-5)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

#### Asphalt (8052-42-4)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

### 15.2 US State Regulations

#### Petroleum Distillates (68334-30-5)

U.S. - Pennsylvania - RTK (Right to Know) List

#### Asphalt (8052-42-4)

U.S. - Massachusetts - Right To Know List  
 U.S. - New Jersey - Right to Know Hazardous Substance List  
 U.S. - Pennsylvania - RTK (Right to Know) List

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

**Revision Date** : 07/28/2015  
**Other Information** : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

### GHS Full Text Phrases:

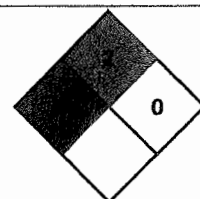
Acute Tox. 4 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 4
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 2	Carcinogenicity Category 2
Flam. Liq. 3	Flammable liquids Category 3
Skin Irrit. 2	Skin corrosion/irritation Category 2
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
H226	Flammable liquid and vapor
H304	May be fatal if swallowed and enters airways
H315	Causes skin irritation
H332	Harmful if inhaled
H351	Suspected of causing cancer
H373	May cause damage to organs through prolonged or repeated exposure
H402	Harmful to aquatic life
H411	Toxic to aquatic life with long lasting effects

### NFPA Health Hazard

: 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.

### NFPA Fire Hazard

: 2 - Must be moderately heated or exposed to relatively high temperature before ignition can occur.



# MC-30, -70, -250, -800, -3000, -800+

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**NFPA Reactivity** : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.

**HMIS III Rating**

**Health** : 2 Moderate Hazard - Temporary or minor injury may occur

**Flammability** : 2 Moderate Hazard

**Physical** : 0 Minimal Hazard

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*

SDS US (GHS HazCom)

# EA-300, 150, 90, RS-1H

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations  
Revision Date: 04/13/2016 Date of Issue: 04/13/2016

Version: 1.0

### SECTION 1: IDENTIFICATION

#### 1.1. Product Identifier

**Product Form:** Mixture  
**Product Name:** EA-300, 150, 90, RS-1H  
**Product Code:** Anionic

#### 1.2. Intended Use of the Product

**Use of the substance/mixture:** Pugmill Mixing; Chip Sealing

#### 1.3. Name, Address, and Telephone of the Responsible Party

##### Company and Manufacturer

Coastal Energy Corporation  
P.O. Box: 218  
65793 Willow Springs, MO  
T 417-469-2777

[www.coastal-fmc.com](http://www.coastal-fmc.com)

#### 1.4. Emergency Telephone Number

**Emergency Number** : 1-800-424-9300 CHEMTREC

### SECTION 2: HAZARDS IDENTIFICATION

#### 2.1. Classification of the Substance or Mixture

##### Classification (GHS-US)

Flam. Liq. 3	H226
Skin Irrit. 2	H315
Eye Irrit. 2A	H319
Skin Sens. 1	H317
Carc. 2	H351
STOT RE 2	H373
Asp. Tox. 1	H304
Aquatic Chronic 3	H412

Full text of H-phrases: see section 16

#### 2.2. Label Elements

##### GHS-US Labeling

##### Hazard Pictograms (GHS-US)



##### Signal Word (GHS-US)

##### Hazard Statements (GHS-US)

##### Precautionary Statements (GHS-US)

- : Danger
- : H226 - Flammable liquid and vapor.  
H304 - May be fatal if swallowed and enters airways.  
H315 - Causes skin irritation.  
H317 - May cause an allergic skin reaction.  
H319 - Causes serious eye irritation.  
H351 - Suspected of causing cancer.  
H373 - May cause damage to organs through prolonged or repeated exposure.  
H412 - Harmful to aquatic life with long lasting effects.
- : P201 - Obtain special instructions before use.  
P202 - Do not handle until all safety precautions have been read and understood.  
P210 - Keep away from sparks, heat, hot surfaces, open flames. No smoking.  
P233 - Keep container tightly closed.  
P240 - Ground/bond container and receiving equipment.  
P241 - Use explosion-proof electrical, lighting, ventilating equipment.  
P242 - Use only non-sparking tools.  
P243 - Take precautionary measures against static discharge.  
P260 - Do not breathe mist, spray, vapors.  
P264 - Wash hands, forearms, and exposed areas thoroughly after handling.  
P272 - Contaminated work clothing must not be allowed out of the workplace.  
P273 - Avoid release to the environment.

# EA-300, 150, 90, RS-1H

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P280 - Wear eye protection, protective clothing, protective gloves, respiratory protection.  
P301+P310 - IF SWALLOWED: Immediately call a POISON CENTER, a doctor.  
P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.  
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
P308+P313 - If exposed or concerned: Get medical advice/attention.  
P314 - Get medical advice/attention if you feel unwell.  
P321 - Specific treatment (see Section 4 on this SDS).  
P331 - Do NOT induce vomiting.  
P332+P313 - If skin irritation occurs: Get medical advice/attention.  
P333+P313 - If skin irritation or rash occurs: Get medical advice/attention.  
P337+P313 - If eye irritation persists: Get medical advice/attention.  
P362 - Take off contaminated clothing and wash before reuse.  
P362+P364 - Take off contaminated clothing and wash it before reuse.  
P370+P378 - In case of fire: Use alcohol resistant foam, carbon dioxide (CO<sub>2</sub>), dry sand, water to extinguish.  
P403+P235 - Store in a well-ventilated place. Keep cool.  
P405 - Store locked up.  
P501 - Dispose of contents/container in accordance with local, regional, national, and international.

### 2.3. Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions. May defat skin and cause contact dermatitis. Contains a small amount of hydrogen sulfide. Hydrogen sulfide is a fatal and highly flammable gas with a rotten egg odor that quickly causes odor fatigue. Heating of this product and storage under elevated temperatures or over long periods of time may release higher amounts of hydrogen sulfide. Hydrogen sulfide is also an asphyxiant. If stored under heat for extended periods or significantly agitated, this material might evolve or release hydrogen sulfide, a flammable gas, which can raise and widen this material's actual flammability limits and significantly lower its auto-ignition temperature. Hydrogen sulfide is a toxic gas that can be fatal. Product may contain low levels of polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

### 2.4. Unknown Acute Toxicity (GHS-US)

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### 3.1. Substance

Not applicable

### 3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Asphalt	(CAS No) 8052-42-4	65 - 75	Carc. 2, H351
Petroleum Distillates	(CAS No) 68476-30-2	0 - 14	Flam. Liq. 3, H226 Acute Tox. 4 (Inhalation:vapor), H332 Skin Irrit. 2, H315 Carc. 2, H351 STOT RE 2, H373 Asp. Tox. 1, H304 Aquatic Acute 3, H402 Aquatic Chronic 2, H411
Antraquinone	(CAS No) 84-65-1	1 - 1.2	Skin Sens. 1A, H317 Carc. 2, H351
Sodium hydroxide	(CAS No) 1310-73-2	0.6 - 0.7	Met. Corr. 1, H290 Skin Corr. 1A, H314 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16



# EA-300, 150, 90, RS-1H

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

\*The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

## SECTION 4: FIRST AID MEASURES

### 4.1. Description of First Aid Measures

**First-aid Measures General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**First-aid Measures After Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

**First-aid Measures After Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 15 minutes. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse. Seek medical attention for thermal burns. Do not attempt to forcibly remove material from skin after cooling.

**First-aid Measures After Eye Contact:** Rinse cautiously with water for 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Seek medical advice. Obtain medical attention for thermal burns. Removal of solidified molten material from the eyes requires medical assistance.

**First-aid Measures After Ingestion:** Rinse mouth. Do NOT induce vomiting. IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

### 4.2. Most important symptoms and effects, both acute and delayed

**Symptoms/Injuries:** This product, if heated may release asphalt fumes. During processing, inhalation of fumes may cause dizziness and/or irritation to the eyes, nose, and throat. Hot molten product will cause thermal burns to the skin.

**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. May cause an allergic skin reaction. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** Causes serious eye irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** May be fatal if swallowed and enters airways. Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

### 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If burned by hot product, cool affected area immediately with cool water. Do not attempt to remove solidified material from skin or eyes. Seek medical attention immediately. If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Alcohol-resistant foam. Carbon dioxide (CO<sub>2</sub>). Dry chemical powder. Earth. Sand.

**Unsuitable Extinguishing Media:** Do not use water when molten material is involved, contact of hot product with water will result in a violent expansion as the water turns to steam causing explosion with massive force.

### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Flammable liquid and vapor. Flammable hydrogen sulfide may be present in headspace of closed containers and in areas of insufficient ventilation.

**Explosion Hazard:** May form flammable/explosive vapor-air mixture.

**Reactivity:** Hazardous reactions will not occur under normal conditions.

### 5.3. Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Do not allow run-off from fire fighting to enter drains or water courses. Do not breathe fumes from fires or vapors from decomposition. Remove containers from fire area if this can be done without risk. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

## EA-300, 150, 90, RS-1H

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 6: ACCIDENTAL RELEASE MEASURES

#### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Use special care to avoid static electric charges. Keep away from heat/sparks/open flames/hot surfaces. No smoking. Avoid all eyes and skin contact and do not breathe vapor and mist. Handle in accordance with good industrial hygiene and safety practice.

##### 6.1.1. For Non-emergency Personnel

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

##### 6.1.2. For Emergency Responders

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Ventilate area. Eliminate ignition sources. Evacuate unnecessary personnel. Stop leak if safe to do so.

#### 6.2. Environmental Precautions

Prevent entry to sewers and public waters.

#### 6.3. Methods and Material for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. Where possible allow molten material to solidify naturally.

**Methods for Cleaning Up:** Clear up spills immediately and dispose of waste safely. Cool molten material to limit spreading. Allow liquid material to solidify before cleaning up. Take up mechanically (sweeping, shoveling) and collect in suitable container for disposal.

#### 6.4. Reference to Other Sections

See heading 8, Exposure Controls and Personal Protection. Concerning disposal elimination after cleaning, see item 13.

### SECTION 7: HANDLING AND STORAGE

#### 7.1. Precautions for Safe Handling

**Additional Hazards when Processed:** Handle empty containers with care because residual vapors are flammable.

**Precautions for Safe Handling:** Do not handle until all safety precautions have been read and understood. Protect skin and eyes from contact with molten material. Take precautionary measures against static discharge. Use only non-sparking tools. Keep away from heat/sparks/open flames/hot surfaces. No smoking. Avoid breathing mist, spray, vapors. Use appropriate personal protection equipment (PPE).

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work. Wash hands and forearms thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse.

#### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Proper grounding procedures to avoid static electricity should be followed. Ground/bond container and receiving equipment. Use explosion-proof electrical, lighting, ventilating equipment.

**Storage Conditions:** Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Store locked up.

**Incompatible Products:** Strong acids. Strong bases. Strong oxidizers.

#### 7.3. Specific End Use(s) Pugmill Mixing; Chip Sealing

### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

#### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Sodium hydroxide (1310-73-2)		
USA ACGIH	ACGIH Ceiling (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
USA IDLH	US IDLH (mg/m <sup>3</sup> )	10 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	2 mg/m <sup>3</sup>
Asphalt (8052-42-4)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	0.5 mg/m <sup>3</sup> (fume, inhalable fraction)
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	5 mg/m <sup>3</sup> (fume)
Petroleum Distillates (68476-30-2)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	100 mg/m <sup>3</sup> (inhalable fraction and vapor)

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### 8.2. Exposure Controls

#### Appropriate Engineering Controls

: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Use explosion-proof equipment. Proper grounding procedures to avoid static electricity should be followed. Take precautionary measures against static discharges. Gas detectors should be used when flammable gases/vapors may be released. Storage and handling temperatures should be kept as low as feasible to minimize fume production. Do not enter empty storage tanks until measurements of hydrogen sulphide concentration and available oxygen have been carried out.

#### Personal Protective Equipment

: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



#### Materials for Protective Clothing

: With molten material wear thermally protective clothing. Chemically resistant materials and fabrics.

#### Hand Protection

: If material is hot, wear thermally resistant protective gloves. Wear chemically resistant protective gloves.

#### Eye Protection

: Chemical safety goggles.

#### Skin and Body Protection

: Wear suitable protective clothing.

#### Respiratory Protection

: Not required for normal conditions of use. If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

#### Thermal Hazard Protection

: Wear thermally resistant protective clothing.

#### Other Information

: When using, do not eat, drink or smoke.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: No data available
Odor	: No data available
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

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**9.2. Other Information** No additional information available

## SECTION 10: STABILITY AND REACTIVITY

- 10.1. Reactivity:** Hazardous reactions will not occur under normal conditions.  
**10.2. Chemical Stability:** Flammable liquid and vapor. May form flammable/explosive vapor-air mixture.  
**10.3. Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.  
**10.4. Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Incompatible materials.  
**10.5. Incompatible Materials:** Strong acids. Strong bases. Strong oxidizers. Nitrates.  
**10.6. Hazardous Decomposition Products:** Carbon oxides (CO, CO<sub>2</sub>). May release flammable gases. Sulfur oxide. Nitrogen oxides. Hydrogen sulfide.

## SECTION 11: TOXICOLOGICAL INFORMATION

**11.1. Information On Toxicological Effects**

Acute Toxicity: Not classified

<b>Anthraquinone (84-65-1)</b>	
LD50 Oral Rat	> 5000 mg/kg
LC50 Inhalation Rat	> 1300 mg/m <sup>3</sup> (Exposure time: 4 h)
<b>Asphalt (8052-42-4)</b>	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
<b>Petroleum Distillates (68476-30-2)</b>	
LD50 Dermal Rabbit	4720 µl/kg
LC50 Inhalation Rat	4.6 mg/l/4h

**Skin Corrosion/Irritation:** Causes skin irritation.

**Serious Eye Damage/Irritation:** Causes serious eye irritation.

**Respiratory or Skin Sensitization:** May cause an allergic skin reaction.

**Germ Cell Mutagenicity:** Not classified

**Carcinogenicity:** Suspected of causing cancer.

<b>Anthraquinone (84-65-1)</b>	
IARC group	2B
National Toxicology Program (NTP) Status	Evidence of Carcinogenicity.
<b>Asphalt (8052-42-4)</b>	
IARC group	2B
National Toxicology Program (NTP) Status	Twelfth Report - Items under consideration.

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** Not classified

**Specific Target Organ Toxicity (Repeated Exposure):** May cause damage to organs through prolonged or repeated exposure.

**Aspiration Hazard:** May be fatal if swallowed and enters airways.

**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. May cause an allergic skin reaction. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** Causes serious eye irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** May be fatal if swallowed and enters airways. Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

## SECTION 12: ECOLOGICAL INFORMATION

**12.1. Toxicity**

**Ecology - General** : Harmful to aquatic life with long lasting effects.

<b>Sodium hydroxide (1310-73-2)</b>	
LC50 Fish 1	45.4 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	40 mg/l

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<b>Anthraquinone (84-65-1)</b>	
LC50 Fish 1	2650 mg/l (Exposure time: 96 h - Species: Pimephales promelas)
<b>Petroleum Distillates (68476-30-2)</b>	
LC50 Fish 1	35 mg/l (Exposure time: 96 h - Species: Pimephales promelas (flow-through))
<b>12.2. Persistence and Degradability</b>	
EA-300, 150, 90, RS-1H	
Persistence and Degradability	Not established.
<b>12.3. Bioaccumulative Potential</b>	
EA-300, 150, 90, RS-1H	
Bioaccumulative Potential	Not established.
<b>Anthraquinone (84-65-1)</b>	
Log Pow	3.39
<b>Asphalt (8052-42-4)</b>	
BCF fish 1	(no bioaccumulation expected)
Log Pow	> 6

12.4. Mobility in Soil No additional information available

12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

Additional Information: Handle empty containers with care because residual vapors are flammable.

Ecology - Waste Materials: Hazardous waste due to toxicity.

## SECTION 14: TRANSPORT INFORMATION

14.1. In Accordance with DOT Not regulated for transport

Proper Shipping Name : TARS, LIQUID including road oils and cutback bitumens  
 Hazard Class : 3  
 Identification Number : UN1999  
 Label Codes : 3  
 Packing Group : III  
 ERG Number : 130



14.2. In Accordance with IMDG Not regulated for transport

Proper Shipping Name : TARS, LIQUID including road oils and cutback bitumens  
 Hazard Class : 3  
 Identification Number : UN1999  
 Packing Group : III  
 Label Codes : 3  
 EMS No. (Fire) : F-E  
 EMS No. (Spillage) : 5-E



14.3. In Accordance with IATA Not regulated for transport

Proper Shipping Name : TARS, LIQUID including road oils and cutback bitumens  
 Packing Group : III  
 Identification Number : UN1999  
 Hazard Class : 3  
 Label Codes : 3  
 ERG Code (IATA) : 3L



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## SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations

EA-300, 150, 90, RS-1H	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard Fire hazard

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<b>Sodium hydroxide (1310-73-2)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Anthraquinone (84-65-1)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>EPA TSCA Regulatory Flag</b>	T - T - indicates a substance that is the subject of a Section 4 test rule under TSCA.
<b>Asphalt (8052-42-4)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Petroleum Distillates (68476-30-2)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

## 15.2 US State Regulations

<b>Anthraquinone (84-65-1)</b>	
<b>U.S. - California - Proposition 65 - Carcinogens List</b>	WARNING: This product contains chemicals known to the State of California to cause cancer.
<b>Sodium hydroxide (1310-73-2)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List	
U.S. - Pennsylvania - RTK (Right to Know) List	
<b>Anthraquinone (84-65-1)</b>	
U.S. - New Jersey - Right to Know Hazardous Substance List	
<b>Asphalt (8052-42-4)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

<b>Revision Date</b>	: 04/13/2016
<b>Other Information</b>	: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

### GHS Full Text Phrases:

Acute Tox. 4 (Inhalation:vapor)	Acute toxicity (inhalation:vapor) Category 4
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 2	Carcinogenicity Category 2
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Flam. Liq. 3	Flammable liquids Category 3
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
Skin Irrit. 2	Skin corrosion/irritation Category 2
Skin Sens. 1	Skin sensitization Category 1
Skin Sens. 1A	Skin sensitization Category 1A
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
H226	Flammable liquid and vapor
H290	May be corrosive to metals
H304	May be fatal if swallowed and enters airways
H314	Causes severe skin burns and eye damage
H315	Causes skin irritation
H317	May cause an allergic skin reaction

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H318	Causes serious eye damage
H319	Causes serious eye irritation
H332	Harmful if inhaled
H351	Suspected of causing cancer
H373	May cause damage to organs through prolonged or repeated exposure
H402	Harmful to aquatic life
H411	Toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

**NFPA Health Hazard** : 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.

**NFPA Fire Hazard** : 2 - Must be moderately heated or exposed to relatively high temperature before ignition can occur.

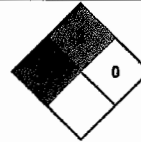
**NFPA Reactivity** : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.

**HMS III Rating**

**Health** : 2 Moderate Hazard - Temporary or minor injury may occur

**Flammability** : 2 Moderate Hazard

**Physical** : 0 Minimal Hazard



*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*

SDS US (GHS HazCom)

# CRS-2P, -2S, -2L; EBL, CHFRS-2P, -2+

Safety Data Sheet

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Revision Date: 02/29/2016 Date of Issue: 02/29/2016

Version: 1.0

## SECTION 1: IDENTIFICATION

### 1.1. Product Identifier

**Product Form:** Mixture

**Product Name:** CRS-2P, -2S, -2L; EBL

**Product Code:** Cationic

### 1.2. Intended Use of the Product

**Use of the substance/mixture:** Chip Sealing, Tack Coating.

### 1.3. Name, Address, and Telephone of the Responsible Party

#### Company, Manufacturer

Coastal Energy Corporation

65793 Willow Springs, MO

T 417-469-2777

[www.coastal-fmc.com](http://www.coastal-fmc.com)

### 1.4. Emergency Telephone Number

**Emergency Number** : 1-800-424-9300 CHEMTREC

## SECTION 2: HAZARDS IDENTIFICATION

### 2.1. Classification of the Substance or Mixture

#### Classification (GHS-US)

Skin Sens. 1 H317

Carc. 2 H351

STOT RE 2 H373

Full text of H-phrases: see section 16

### 2.2. Label Elements

#### GHS-US Labeling

##### Hazard Pictograms (GHS-US)



##### Signal Word (GHS-US)

: Warning

##### Hazard Statements (GHS-US)

: H317 - May cause an allergic skin reaction.  
H351 - Suspected of causing cancer.  
H373 - May cause damage to organs through prolonged or repeated exposure.  
Precautionary Statements (GHS-US) : P201 - Obtain special instructions before use.  
P202 - Do not handle until all safety precautions have been read and understood.  
P260 - Do not breathe vapors, mist, or spray.  
P272 - Contaminated work clothing must not be allowed out of the workplace.  
P280 - Wear protective gloves, protective clothing, and eye protection.  
P302+P352 - If on skin: Wash with plenty of water.  
P308+P313 - If exposed or concerned: Get medical advice/attention.  
P314 - Get medical advice/attention if you feel unwell.  
P321 - Specific treatment (see section 4 on this SDS).  
P333+P313 - If skin irritation or rash occurs: Get medical advice/attention.  
P362+P364 - Take off contaminated clothing and wash it before reuse.  
P405 - Store locked up.  
P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

### 2.3. Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions. May defat skin and cause contact dermatitis. Contains a small amount of hydrogen sulfide. Hydrogen sulfide is a fatal and highly flammable gas with a rotten egg odor that quickly causes odor fatigue. Heating of this product and storage under elevated temperatures or over long periods of time may release higher amounts of hydrogen sulfide. Hydrogen sulfide is also an asphyxiant. If stored under heat for extended periods or significantly agitated, this material might evolve or release hydrogen sulfide, a flammable gas, which can raise and widen this material's actual flammability limits and significantly lower its auto-ignition temperature. Hydrogen sulfide is a toxic gas that can be fatal. Product may contain low levels of polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.



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## 2.4. Unknown Acute Toxicity (GHS-US)

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### 3.1. Substance

Not applicable

### 3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Asphalt	(CAS No) 8052-42-4	60 - 70	Carc. 2, H351
Water	(CAS No) 7732-18-5	30.3 - 41.44	Not classified
Distillate fuel oils, light	(CAS No) 68476-30-2	<= 2	Flam. Liq. 3, H226 Acute Tox. 3 (Inhalation:vapor), H331 Skin Irrit. 2, H315 Carc. 2, H351 STOT RE 2, H373 Asp. Tox. 1, H304 Aquatic Acute 3, H402 Aquatic Chronic 2, H411
Proprietary Component 1	(CAS No) Mixture*	0.16 - 0.2	Skin Corr. 1B, H314 Eye Dam. 1, H318 Skin Sens. 1, H317
Hydrochloric acid	(CAS No) 7647-01-0	0.1 - 0.15	Met. Corr. 1, H290 Skin Corr. 1B, H314 Eye Dam. 1, H318 STOT SE 3, H335 Aquatic Acute 2, H401
Ethanol	(CAS No) 64-17-5	0.015 - 0.108	Flam. Liq. 2, H225 Eye Irrit. 2A, H319
Oleic acid	(CAS No) 112-80-1	0.015 - 0.108	Skin Irrit. 2, H315 Eye Irrit. 2B, H320
Ethoxylated alcohols	(CAS No) 78330-21-9	0.0075 - 0.054	Skin Irrit. 2, H315 Eye Dam. 1, H318

Full text of H-phrases: see section 16

\* The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

## SECTION 4: FIRST AID MEASURES

### 4.1. Description of First Aid Measures

**First-aid Measures General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**First-aid Measures After Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

**First-aid Measures After Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 15 minutes. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse. Seek medical attention for thermal burns. Do not attempt to forcibly remove material from skin after cooling.

**First-aid Measures After Eye Contact:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Seek medical advice. Obtain medical attention for thermal burns. Removal of solidified molten material from the eyes requires medical assistance.

**First-aid Measures After Ingestion:** Rinse mouth. Do NOT induce vomiting. IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

### 4.2. Most important symptoms and effects, both acute and delayed

**Symptoms/Injuries:** Skin sensitization. Suspected of causing cancer. May cause damage to organs through prolonged or repeated exposure. This product, if heated may release asphalt fumes. During processing, inhalation of fumes may cause dizziness and/or irritation to the eyes, nose, and throat. Hot molten product will cause thermal burns to the skin.

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**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** May cause an allergic skin reaction. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** May cause slight irritation to eyes. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. May cause damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

### 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If burned by hot product, cool affected area immediately with cool water. Do not attempt to remove solidified material from skin. Seek medical attention immediately. If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Alcohol-resistant foam. Carbon dioxide (CO<sub>2</sub>). Dry chemical powder. Earth. Sand.

**Unsuitable Extinguishing Media:** Do not use water when molten material is involved, contact of hot product with water will result in a violent expansion as the water turns to steam causing explosion with massive force.

### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Not considered flammable but may burn at high temperatures.

**Explosion Hazard:** Contains a small amount of hydrogen sulfide. Hydrogen sulfide is a fatal, and highly flammable gas with a rotten egg odor that quickly causes odor fatigue. Heating of this product and storage under elevated temperatures or over long periods of time may release higher amounts of hydrogen sulfide. Hydrogen sulfide is also an asphyxiant.

**Reactivity:** Hazardous reactions will not occur under normal conditions.

### 5.3. Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Do not allow run-off from fire fighting to enter drains or water courses. Do not breathe fumes from fires or vapors from decomposition. Remove containers from fire area if this can be done without risk. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

**Hazardous Combustion Products:** Carbon oxides (CO, CO<sub>2</sub>). Hydrocarbons.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Use special care to avoid static electric charges. Keep away from heat, sparks, open flames, hot surfaces. No smoking. Avoid all eyes and skin contact and do not breathe vapor and mist. Handle in accordance with good industrial hygiene and safety practice.

#### 6.1.1. For Non-emergency Personnel

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

#### 6.1.2. For Emergency Responders

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Ventilate area. Eliminate ignition sources. Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

### 6.2. Environmental Precautions

Prevent entry to sewers and public waters.

### 6.3. Methods and Material for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. Where possible allow molten material to solidify naturally.

**Methods for Cleaning Up:** Clean up spills immediately and dispose of waste safely. Cool molten material to limit spreading. Allow liquid material to solidify before cleaning up. Take up mechanically (sweeping, shoveling) and collect in suitable container for disposal. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

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## 6.4. Reference to Other Sections

See Heading 8. Exposure controls and personal protection. See Section 13, Disposal Considerations.

## SECTION 7: HANDLING AND STORAGE

### 7.1. Precautions for Safe Handling

**Additional Hazards When Processed:** Risk of thermal burns on contact with molten product. Contains Sulfur, may release small amounts of hydrogen sulfide. Hydrogen sulfide is a highly flammable, explosive gas under certain conditions, is a toxic gas, and may be fatal. Gas can accumulate in the headspace of closed containers, use caution when opening sealed containers. Heating the product or containers can cause thermal decomposition of the product and release hydrogen sulfide.

**Precautions for Safe Handling:** Do not handle until all safety precautions have been read and understood. Protect skin and eyes from contact with molten material. Avoid breathing mist, spray, and vapors. Use appropriate personal protection equipment (PPE).

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work. Wash hands and forearms thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse.

### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Product may release Hydrogen Sulfide: a specific assessment of inhalation risks from the presence of hydrogen sulfide in tank headspaces, confined spaces, product residue, tank waste and waste water, and unintentional releases should be made to help determine controls appropriate to local circumstances.

**Storage Conditions:** Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Store locked up.

**Incompatible Products:** Strong acids. Strong bases. Strong oxidizers. Nitrates.

### 7.3. Specific End Use(s)

Chip Sealing, Tack Coating.

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Hydrochloric acid (7647-01-0)		
USA ACGIH	ACGIH Ceiling (ppm)	2 ppm
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	7 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (ceiling) (ppm)	5 ppm
USA IDLH	US IDLH (ppm)	50 ppm
USA OSHA	OSHA PEL (Ceiling) (mg/m <sup>3</sup> )	7 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (Ceiling) (ppm)	5 ppm
Asphalt (8052-42-4)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	0.5 mg/m <sup>3</sup> (fume, inhalable fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen fume, coal tar-free
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	5 mg/m <sup>3</sup> (fume)
Distillate fuel oils, light (68476-30-2)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	100 mg/m <sup>3</sup> (inhalable fraction and vapor)
USA ACGIH	ACGIH chemical category	Skin - potential significant contribution to overall exposure by the cutaneous route, Confirmed Animal Carcinogen with Unknown Relevance to Humans
Ethanol (64-17-5)		
USA ACGIH	ACGIH STEL (ppm)	1000 ppm
USA ACGIH	ACGIH chemical category	Confirmed Animal Carcinogen with Unknown Relevance to Humans
USA NIOSH	NIOSH REL (TWA) (mg/m <sup>3</sup> )	1900 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (TWA) (ppm)	1000 ppm
USA IDLH	US IDLH (ppm)	3300 ppm (10% LEL)
USA OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	1900 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (TWA) (ppm)	1000 ppm

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## 8.2. Exposure Controls

### Appropriate Engineering Controls

: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Take precautionary measures against static discharges. Gas detectors should be used when flammable gases or vapors may be released.

### Personal Protective Equipment

: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



### Materials for Protective Clothing

: With molten material wear thermally protective clothing. Chemically resistant materials and fabrics.

### Hand Protection

: If material is hot, wear thermally resistant protective gloves. Wear chemically resistant protective gloves.

### Eye Protection

: Chemical safety goggles or glasses with side shields.

### Skin and Body Protection

: Wear suitable protective clothing.

### Respiratory Protection

: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

### Thermal Hazard Protection

: When working with hot material, use suitable thermally protective clothing.

### Other Information

: When using, do not eat, drink or smoke.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: No data available
Odor	: No data available
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

### 9.2. Other Information

No additional information available

## SECTION 10: STABILITY AND REACTIVITY

- 10.1. Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. Chemical Stability:** Stable under normal conditions.
- 10.3. Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. Conditions to Avoid:** Direct sunlight, extremely high or low temperatures, and incompatible materials.
- 10.5. Incompatible Materials:** Strong acids, strong bases, strong oxidizers. Nitrates.
- 10.6. Hazardous Decomposition Products:** Carbon oxides (CO, CO<sub>2</sub>). May release flammable gases. Sulfur oxides. Nitrogen oxides. Hydrogen sulfide.

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## SECTION 11: TOXICOLOGICAL INFORMATION

### 11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

<b>Hydrochloric acid (7647-01-0)</b>	
LD50 Dermal Rabbit	> 5010 mg/kg
<b>Asphalt (8052-42-4)</b>	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
LC50 Inhalation Rat	> 94.4 mg/m <sup>3</sup>
<b>Distillate fuel oils, light (68476-30-2)</b>	
LD50 Oral Rat	12 g/kg
LD50 Dermal Rabbit	4720 µl/kg
LC50 Inhalation Rat	4.6 mg/l/4h
<b>Ethanol (64-17-5)</b>	
LD50 Oral Rat	10470 mg/kg
LD50 Dermal Rat	20 ml/kg
LC50 Inhalation Rat	124.7 mg/l/4h
<b>Oleic acid (112-80-1)</b>	
LD50 Oral Rat	25 g/kg

Skin Corrosion/Irritation: Not classified

Serious Eye Damage/Irritation: Not classified

Respiratory or Skin Sensitization: May cause an allergic skin reaction.

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Suspected of causing cancer.

<b>Hydrochloric acid (7647-01-0)</b>	
IARC group	3
<b>Asphalt (8052-42-4)</b>	
IARC group	2B
National Toxicology Program (NTP) Status	Twelfth Report - Items under consideration.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
<b>Ethanol (64-17-5)</b>	
IARC group	1
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Specific Target Organ Toxicity (Repeated Exposure): May cause damage to organs through prolonged or repeated exposure.

Aspiration Hazard: Not classified

**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** May cause an allergic skin reaction. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** May cause slight irritation to eyes. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. May cause damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

## SECTION 12: ECOLOGICAL INFORMATION

### 12.1. Toxicity

Ecology - General : Not classified.

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<b>Hydrochloric acid (7647-01-0)</b>	
LC50 Fish 1	3.25 - 3.5 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus)
EC50 Daphnia 1	4.92 mg/l (Exposure time: 48 h - Species: Daphnia magna)
<b>Distillate fuel oils, light (68476-30-2)</b>	
LC50 Fish 1	35 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
<b>Ethanol (64-17-5)</b>	
EC50 Daphnia 1	9268 - 14221 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	> 100 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])
ErC50 (algae)	1000 mg/l
<b>Oleic acid (112-80-1)</b>	
LC50 Fish 1	205 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])

## 12.2. Persistence and Degradability

<b>CRS-2P, -2S, -2L; EBL</b>	
Persistence and Degradability	Not established.
<b>Ethanol (64-17-5)</b>	
Persistence and Degradability	Not established.

## 12.3. Bioaccumulative Potential

<b>CRS-2P, -2S, -2L; EBL</b>	
Bioaccumulative Potential	Not established.
<b>Asphalt (8052-42-4)</b>	
BCF fish 1	(no bioaccumulation expected)
Log Pow	> 6
<b>Ethanol (64-17-5)</b>	
Log Pow	-0.32
Bioaccumulative Potential	Not established.
<b>Proprietary Component 1</b>	
Log Pow	5.6 - 7.3
Bioaccumulative Potential	Bioaccumulative potential.

12.4. **Mobility in Soil** No additional information available

## 12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of contents/container in accordance with local, regional, national, and international regulations.

**Additional Information:** Container may remain hazardous when empty. Continue to observe all precautions.

**Ecology – Waste Materials:** Avoid release to the environment.

## SECTION 14: TRANSPORT INFORMATION

14.1. **In Accordance with DOT** Not regulated for transport

14.2. **In Accordance with IMDG** Not regulated for transport

14.3. **In Accordance with IATA** Not regulated for transport

## SECTION 15: REGULATORY INFORMATION

### 15.1 US Federal Regulations

<b>CRS-2P, -2S, -2L; EBL</b>	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard
<b>Hydrochloric acid (7647-01-0)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on the United States SARA Section 302	
Listed on United States SARA Section 313	
SARA Section 302 Threshold Planning Quantity (TPQ)	500 (gas only)
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard
SARA Section 313 - Emission Reporting	1.0 % (acid aerosols including mists, vapors, gas, fog, and other

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	airborne forms of any particle size)
<b>Water (7732-18-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Asphalt (8052-42-4)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>SARA Section 311/312 Hazard Classes</b>	Delayed (chronic) health hazard
<b>Distillate fuel oils, light (68476-30-2)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Ethanol (64-17-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Oleic acid (112-80-1)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Ethoxylated alcohols (78330-21-9)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

## 15.2 US State Regulations

<b>Ethanol (64-17-5)</b>	
<b>U.S. - California - Proposition 65 - Carcinogens List</b>	WARNING: This product contains chemicals known to the State of California to cause cancer.
<b>U.S. - California - Proposition 65 - Developmental Toxicity</b>	WARNING: This product contains chemicals known to the State of California to cause birth defects.
<b>Hydrochloric acid (7647-01-0)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List	
U.S. - Pennsylvania - RTK (Right to Know) List	
<b>Asphalt (8052-42-4)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
<b>Ethanol (64-17-5)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
<b>Oleic acid (112-80-1)</b>	
U.S. - Pennsylvania - RTK (Right to Know) List	

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

<b>Revision Date</b>	: 02/29/2016
<b>Other Information</b>	: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

### GHS Full Text Phrases:

Acute Tox. 3 (Inhalation:vapor)	Acute toxicity (inhalation:vapor) Category 3
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 2	Carcinogenicity Category 2
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Eye Irrit. 2B	Serious eye damage/eye irritation Category 2B
Flam. Liq. 2	Flammable liquids Category 2
Flam. Liq. 3	Flammable liquids Category 3
Met. Corr. 1	Corrosive to metals Category 1

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Skin Corr. 1B	Skin corrosion/irritation Category 1B
Skin Irrit. 2	Skin corrosion/irritation Category 2
Skin Sens. 1	Skin sensitization Category 1
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
STOT SE 3	Specific target organ toxicity (single exposure) Category 3
H225	Highly flammable liquid and vapor
H226	Flammable liquid and vapor
H290	May be corrosive to metals
H304	May be fatal if swallowed and enters airways
H314	Causes severe skin burns and eye damage
H315	Causes skin irritation
H317	May cause an allergic skin reaction
H318	Causes serious eye damage
H319	Causes serious eye irritation
H320	Causes eye irritation
H331	Toxic if inhaled
H335	May cause respiratory irritation
H351	Suspected of causing cancer
H373	May cause damage to organs through prolonged or repeated exposure
H401	Toxic to aquatic life
H402	Harmful to aquatic life
H411	Toxic to aquatic life with long lasting effects

### NFPA Health Hazard

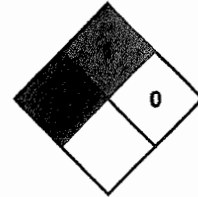
: 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.

### NFPA Fire Hazard

: 1 - Must be preheated before ignition can occur.

### NFPA Reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



### HMIS III Rating

#### Health

: 2 Moderate Hazard - Temporary or minor injury may occur

#### Flammability

: 1 Slight Hazard

#### Physical

: 0 Minimal Hazard

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*

SDS US (GHS HazCom)



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Revision Date: 07/28/2015 Date of Issue: 07/28/2015

Version: 1.0

## SECTION 1: IDENTIFICATION

### 1.1. Product Identifier

**Product Form:** Mixture

**Product Name:** CRS-2, -2D, -1H; CQS-1F; CMS-2M, -1

**Product Code:** Cationic

### 1.2. Intended Use of the Product

**Use of the substance/mixture:** Chip Sealing, Fog Sealing, Pugmill Mixing

### 1.3. Name, Address, and Telephone of the Responsible Party

**Company, Manufacturer**

Coastal Energy Corporation

65793 Willow Springs, MO

T 417-469-2777

[www.coastal-fmc.com](http://www.coastal-fmc.com)

### 1.4. Emergency Telephone Number

**Emergency Number** : 1-800-424-9300 CHEMTREC

## SECTION 2: HAZARDS IDENTIFICATION

### 2.1. Classification of the Substance or Mixture

#### Classification (GHS-US)

Skin Irrit. 2 H315

Skin Sens. 1 H317

Carc. 2 H351

STOT RE 2 H373

Asp. Tox. 1 H304

Aquatic Chronic 3 H412

Full text of H-phrases: see section 16

### 2.2. Label Elements

#### GHS-US Labeling

#### Hazard Pictograms (GHS-US)



#### Signal Word (GHS-US)

#### Hazard Statements (GHS-US)

#### Precautionary Statements (GHS-US)

- : Danger
- : H304 - May be fatal if swallowed and enters airways.  
H315 - Causes skin irritation.  
H317 - May cause an allergic skin reaction.  
H351 - Suspected of causing cancer.  
H373 - May cause damage to organs through prolonged or repeated exposure.  
H412 - Harmful to aquatic life with long lasting effects.
- : P202 - Do not handle until all safety precautions have been read and understood.  
P260 - Do not breathe vapors, mist, or spray.  
P261 - Avoid breathing vapors, mist, or spray.  
P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.  
P272 - Contaminated work clothing must not be allowed out of the workplace.  
P273 - Avoid release to the environment.  
P280 - Wear protective gloves, protective clothing, and eye protection.  
P301+P310 - IF SWALLOWED: Immediately call a poison center or doctor.  
P302+P352 - IF ON SKIN: Wash with plenty of water.  
P308+P313 - If exposed or concerned: Get medical advice/attention.  
P314 - Get medical advice/attention if you feel unwell.  
P321 - Specific treatment (see section 4 on this SDS).  
P331 - Do NOT induce vomiting.  
P332+P313 - If skin irritation occurs: Get medical advice/attention.  
P333+P313 - If skin irritation or rash occurs: Get medical advice/attention.  
P362 - Take off contaminated clothing and wash before reuse.  
P362+P364 - Take off contaminated clothing and wash it before reuse.

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P405 - Store locked up.

P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

### 2.3. Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions. May defat skin and cause contact dermatitis. Contains a small amount of hydrogen sulfide. Hydrogen sulfide is a fatal and highly flammable gas with a rotten egg odor that quickly causes odor fatigue. Heating of this product and storage under elevated temperatures or over long periods of time may release higher amounts of hydrogen sulfide. Hydrogen sulfide is also an asphyxiant. If stored under heat for extended periods or significantly agitated, this material might evolve or release hydrogen sulfide, a flammable gas, which can raise and widen this material's actual flammability limits and significantly lower its auto-ignition temperature. Hydrogen sulfide is a toxic gas that can be fatal. Product may contain low levels of polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

### 2.4. Unknown Acute Toxicity (GHS-US)

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### 3.1. Substance

Not applicable

### 3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Asphalt	(CAS No) 8052-42-4	64 - 70	Carc. 2, H351
Water	(CAS No) 7732-18-5	30 - 36	Not classified
Petroleum Distillates	(CAS No) 68476-30-2	0 - 14	Flam. Liq. 3, H226 Acute Tox. 3 (Inhalation:vapor), H331 Skin Irrit. 2, H315 Carc. 2, H351 STOT RE 2, H373 Asp. Tox. 1, H304 Aquatic Acute 3, H402 Aquatic Chronic 2, H411
Emulsifier	(CAS No) Not applicable*	0.18 - 0.42	Skin Corr. 1B, H314 Eye Dam. 1, H318 Skin Sens. 1, H317
Hydrogen chloride	(CAS No) 7647-01-0	0.15 - 0.24	Met. Corr. 1, H290 Skin Corr. 1A, H314 Eye Dam. 1, H318 STOT SE 3, H335 Aquatic Acute 2, H401

Full text of H-phrases: see section 16

\*The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

## SECTION 4: FIRST AID MEASURES

### 4.1. Description of First Aid Measures

**First-aid Measures General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**First-aid Measures After Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

**First-aid Measures After Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 15 minutes. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse. Seek medical attention for thermal burns. Do not attempt to forcibly remove material from skin after cooling.

**First-aid Measures After Eye Contact:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Seek medical advice. Obtain medical attention for thermal burns. Removal of solidified molten material from the eyes requires medical assistance.

**First-aid Measures After Ingestion:** Rinse mouth. Do NOT induce vomiting. IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

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## 4.2. Most important symptoms and effects, both acute and delayed

**Symptoms/Injuries:** This product, if heated may release asphalt fumes. During processing, inhalation of fumes may cause dizziness and/or irritation to the eyes, nose, and throat. Hot molten product will cause thermal burns to the skin.

**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. May cause an allergic skin reaction. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** Mild eye irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** May be fatal if swallowed and enters airways. Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

## 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If burned by hot product, cool affected area immediately with cool water. Do not attempt to remove solidified material from skin. Seek medical attention immediately. If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Alcohol-resistant foam. Carbon dioxide (CO<sub>2</sub>). Dry chemical powder. Earth. Sand.

**Unsuitable Extinguishing Media:** Do not use water when molten material is involved, contact of hot product with water will result in a violent expansion as the water turns to steam causing explosion with massive force.

### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Not considered flammable but may burn at high temperatures.

**Explosion Hazard:** Contains a small amount of hydrogen sulfide. Hydrogen sulfide is a fatal, and highly flammable gas with a rotten egg odor that quickly causes odor fatigue. Heating of this product and storage under elevated temperatures or over long periods of time may release higher amounts of hydrogen sulfide. Hydrogen sulfide is also an asphyxiant.

**Reactivity:** Hazardous reactions will not occur under normal conditions.

### 5.3. Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Do not allow run-off from fire fighting to enter drains or water courses. Do not breathe fumes from fires or vapors from decomposition. Remove containers from fire area if this can be done without risk. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Use special care to avoid static electric charges. Keep away from heat, sparks, open flames, hot surfaces. – No smoking. Avoid all eyes and skin contact and do not breathe vapor and mist. Handle in accordance with good industrial hygiene and safety practice.

#### 6.1.1. For Non-emergency Personnel

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel. Evacuate unnecessary personnel.

#### 6.1.2. For Emergency Responders

**Protective Equipment:** Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Ventilate area. Eliminate ignition sources. Evacuate unnecessary personnel. Stop leak if safe to do so.

### 6.2. Environmental Precautions

Prevent entry to sewers and public waters.

### 6.3. Methods and Material for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. Where possible allow molten material to solidify naturally.

**Methods for Cleaning Up:** Clean up spills immediately and dispose of waste safely. Cool molten material to limit spreading. Allow liquid material to solidify before cleaning up. Take up mechanically (sweeping, shoveling) and collect in suitable container for disposal.

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## 6.4. Reference to Other Sections

See heading 8, Exposure Controls and Personal Protection. Concerning disposal elimination after cleaning, see item 13.

## SECTION 7: HANDLING AND STORAGE

### 7.1. Precautions for Safe Handling

**Additional Hazards When Processed:** Risk of thermal burns on contact with molten product. Contains Sulfur, may release small amounts of hydrogen sulfide. Hydrogen sulfide is a highly flammable, explosive gas under certain conditions, is a toxic gas, and may be fatal. Gas can accumulate in the headspace of closed containers, use caution when opening sealed containers. Heating the product or containers can cause thermal decomposition of the product and release hydrogen sulfide.

**Precautions for Safe Handling:** Do not handle until all safety precautions have been read and understood. Protect skin and eyes from contact with molten material. Avoid breathing mist, spray, vapors. Use appropriate personal protection equipment (PPE).

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work. Wash hands and forearms thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse.

### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Product may release Hydrogen Sulfide: a specific assessment of inhalation risks from the presence of hydrogen sulfide in tank headspaces, confined spaces, product residue, tank waste and waste water, and unintentional releases should be made to help determine controls appropriate to local circumstances.

**Storage Conditions:** Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Store locked up.

**Incompatible Products:** Strong acids. Strong bases. Strong oxidizers.

**Incompatible Materials:** Heat sources.

### 7.3. Specific End Use(s) Chip Sealing, Fog Sealing, Pugmill Mixing

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Hydrogen chloride (7647-01-0)		
USA ACGIH	ACGIH Ceiling (ppm)	2 ppm
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	7 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (ceiling) (ppm)	5 ppm
USA IDLH	US IDLH (ppm)	50 ppm
USA OSHA	OSHA PEL (Ceiling) (mg/m <sup>3</sup> )	7 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (Ceiling) (ppm)	5 ppm
Asphalt (8052-42-4)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	0.5 mg/m <sup>3</sup> (fume, inhalable fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen fume, coal tar-free
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	5 mg/m <sup>3</sup> (fume)
Petroleum Distillates (68476-30-2)		
USA ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	100 mg/m <sup>3</sup> (inhalable fraction and vapor)
USA ACGIH	ACGIH chemical category	Skin - potential significant contribution to overall exposure by the cutaneous route, Confirmed Animal Carcinogen with Unknown Relevance to Humans

### 8.2. Exposure Controls

#### Appropriate Engineering Controls

: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Use explosion-proof equipment. Take precautionary measures against static discharges. Gas detectors should be used when flammable gases/vapors may be released.

#### Personal Protective Equipment

: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



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<b>Materials for Protective Clothing</b>	: With molten material wear thermally protective clothing. Chemically resistant materials and fabrics.
<b>Hand Protection</b>	: If material is hot, wear thermally resistant protective gloves. Wear chemically resistant protective gloves.
<b>Eye Protection</b>	: Chemical safety goggles.
<b>Skin and Body Protection</b>	: Wear suitable protective clothing.
<b>Respiratory Protection</b>	: Not required for normal conditions of use. If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.
<b>Thermal Hazard Protection</b>	: Wear thermally resistant protective clothing.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

<b>Physical State</b>	: Liquid
<b>Appearance</b>	: No data available
<b>Odor</b>	: No data available
<b>Odor Threshold</b>	: No data available
<b>pH</b>	: No data available
<b>Evaporation Rate</b>	: No data available
<b>Melting Point</b>	: No data available
<b>Freezing Point</b>	: No data available
<b>Boiling Point</b>	: No data available
<b>Flash Point</b>	: > 212 °F (100 °C)
<b>Auto-ignition Temperature</b>	: No data available
<b>Decomposition Temperature</b>	: No data available
<b>Flammability (solid, gas)</b>	: No data available
<b>Vapor Pressure</b>	: No data available
<b>Relative Vapor Density at 20 °C</b>	: No data available
<b>Relative Density</b>	: No data available
<b>Solubility</b>	: No data available
<b>Partition Coefficient: N-Octanol/Water</b>	: No data available
<b>Viscosity</b>	: No data available

**9.2. Other Information** No additional information available

## SECTION 10: STABILITY AND REACTIVITY

- 10.1. Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. Chemical Stability:** Stable under normal conditions.
- 10.3. Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Incompatible materials.
- 10.5. Incompatible Materials:** Strong acids. Strong bases. Strong oxidizers. Nitrates.
- 10.6. Hazardous Decomposition Products:** Carbon oxides (CO, CO<sub>2</sub>). May release flammable gases. Sulfur oxides. Nitrogen oxides. Hydrogen sulfide. Hydrogen chloride gas.

## SECTION 11: TOXICOLOGICAL INFORMATION

### 11.1. Information On Toxicological Effects

**Acute Toxicity:** Not classified

<b>Asphalt (8052-42-4)</b>	
<b>LD50 Oral Rat</b>	> 5000 mg/kg
<b>LD50 Dermal Rabbit</b>	> 2000 mg/kg
<b>Petroleum Distillates (68476-30-2)</b>	
<b>LD50 Dermal Rabbit</b>	4720 µl/kg
<b>LC50 Inhalation Rat</b>	4.6 mg/l/4h

**Skin Corrosion/Irritation:** Causes skin irritation.

**Serious Eye Damage/Irritation:** Not classified

**Respiratory or Skin Sensitization:** May cause an allergic skin reaction.

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**Germ Cell Mutagenicity:** Not classified  
**Carcinogenicity:** Suspected of causing cancer.

<b>Hydrogen chloride (7647-01-0)</b>	
<b>IARC group</b>	3
<b>Asphalt (8052-42-4)</b>	
<b>IARC group</b>	2B
<b>National Toxicology Program (NTP) Status</b>	Twelfth Report - Items under consideration.
<b>OSHA Hazard Communication Carcinogen List</b>	In OSHA Hazard Communication Carcinogen list.

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** Not classified

**Specific Target Organ Toxicity (Repeated Exposure):** May cause damage to organs through prolonged or repeated exposure.

**Aspiration Hazard:** May be fatal if swallowed and enters airways.

**Symptoms/Injuries After Inhalation:** Inhalation of fumes or vapors may cause respiratory irritation. WARNING: irritating and toxic hydrogen sulfide gas may be present. Greater than 15-20ppm continuous exposure can cause mucous membrane and respiratory tract irritation. 50-500 ppm can cause headache, nausea, and dizziness. Continued exposure at these levels can lead to loss of reasoning and balance, difficulty in breathing, fluid in the lungs, and possible loss of consciousness. Greater than 500ppm can cause rapid unconsciousness and death if not promptly revived.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. May cause an allergic skin reaction. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Eye Contact:** Mild eye irritation. Risk of thermal burns on contact with molten product.

**Symptoms/Injuries After Ingestion:** May be fatal if swallowed and enters airways. Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

**Chronic Symptoms:** Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. Product may contain polynuclear aromatic hydrocarbons (PNAs). Evidence from animal studies indicates that prolonged exposure to various PNAs can cause cancer of the lungs, skin and other organs.

## SECTION 12: ECOLOGICAL INFORMATION

### 12.1. Toxicity

**Ecology - General** : Harmful to aquatic life with long lasting effects.

<b>Hydrogen chloride (7647-01-0)</b>	
<b>LC50 Fish 1</b>	3.25 - 3.5 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus)
<b>EC50 Daphnia 1</b>	4.92 mg/l (Exposure time: 48 h - Species: Daphnia magna)
<b>Petroleum Distillates (68476-30-2)</b>	
<b>LC50 Fish 1</b>	35 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])

### 12.2. Persistence and Degradability

<b>CRS-2, -2D, -1H; CQS-1F; CMS-2M, -1</b>	
<b>Persistence and Degradability</b>	Not established.

### 12.3. Bioaccumulative Potential

<b>CRS-2, -2D, -1H; CQS-1F; CMS-2M, -1</b>	
<b>Bioaccumulative Potential</b>	Not established.
<b>Asphalt (8052-42-4)</b>	
<b>BCF fish 1</b>	(no bioaccumulation expected)
<b>Log Pow</b>	> 6
<b>Emulsifier</b>	
<b>Log Pow</b>	5.6 - 7.3
<b>Bioaccumulative Potential</b>	Bioaccumulative potential.

**12.4. Mobility in Soil** No additional information available

### 12.5. Other Adverse Effects

**Other Information** : Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, and international regulations.

**Additional Information:** Container remains hazardous when empty. Continue to observe all precautions.

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## SECTION 14: TRANSPORT INFORMATION

- 14.1. In Accordance with DOT Not regulated for transport  
14.2. In Accordance with IMDG Not regulated for transport  
14.3. In Accordance with IATA Not regulated for transport

## SECTION 15: REGULATORY INFORMATION

### 15.1 US Federal Regulations

CRS-2, -2D, -1H; CQS-1F; CMS-2M, -1	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard

#### Hydrogen chloride (7647-01-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Listed on the United States SARA Section 302

Listed on United States SARA Section 313

SARA Section 302 Threshold Planning Quantity (TPQ)	500 (gas only)
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard
SARA Section 313 - Emission Reporting	1.0 % (acid aerosols including mists, vapors, gas, fog, and other airborne forms of any particle size)

#### Water (7732-18-5)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

#### Asphalt (8052-42-4)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

#### Petroleum Distillates (68476-30-2)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

### 15.2 US State Regulations

#### Hydrogen chloride (7647-01-0)

U.S. - Massachusetts - Right To Know List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

U.S. - Pennsylvania - RTK (Right to Know) List

#### Asphalt (8052-42-4)

U.S. - Massachusetts - Right To Know List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date	: 07/28/2015
Other Information	: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

### GHS Full Text Phrases:

Acute Tox. 3 (Inhalation: vapor)	Acute toxicity (inhalation: vapor) Category 3
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 2	Carcinogenicity Category 2
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Flam. Liq. 3	Flammable liquids Category 3
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
Skin Corr. 1B	Skin corrosion/irritation Category 1B
Skin Irrit. 2	Skin corrosion/irritation Category 2

# CRS-2, -2D, -1H; CQS-1F; CMS-2M, -1

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Skin Sens. 1	Skin sensitization Category 1
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
STOT SE 3	Specific target organ toxicity (single exposure) Category 3
H226	Flammable liquid and vapor
H290	May be corrosive to metals
H304	May be fatal if swallowed and enters airways
H314	Causes severe skin burns and eye damage
H315	Causes skin irritation
H317	May cause an allergic skin reaction
H318	Causes serious eye damage
H331	Toxic if inhaled
H335	May cause respiratory irritation
H351	Suspected of causing cancer
H373	May cause damage to organs through prolonged or repeated exposure
H401	Toxic to aquatic life
H402	Harmful to aquatic life
H411	Toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

### NFPA Health Hazard

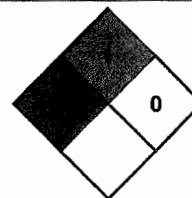
: 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.

### NFPA Fire Hazard

: 1 - Must be preheated before ignition can occur.

### NFPA Reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



### HMIS III Rating

#### Health

: 2 Moderate Hazard - Temporary or minor injury may occur

#### Flammability

: 1 Slight Hazard

#### Physical

: 0 Minimal Hazard

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*

SDS US (GHS HazCom)





**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( MM68 )**

**Closing Date: October 04, 2017  
1:00 pm, CT, Wednesday**

**Buyer Contact Name: Robert Wilson, Buyer, Boone County**

**Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@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 113

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](http://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 preceding 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: Robert Wilson, Buyer, Boone County Purchasing at 613 E. Ash St, Room 113, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: [rwilson@boonecountymo.org](mailto:rwilson@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, 2018 THROUGH APRIL 30, 2018 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 113, Columbia, Mo 65201  
Contact: Robert Wilson, Buyer  
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, Mo 65201  
Contact: Melissa Pasley, Senior Procurement Officer  
(573) 817-5005

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, 2018 through April 30, 2018 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.

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.)

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.





**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 1000 GAL	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: MM68 – 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.

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Name and Title of Authorized Representative

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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.**



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

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

**THIS AGREEMENT** dated the 23<sup>rd</sup> day of January 2018 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 **MM68**, 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 from the **date of award by commission through April 30, 2018** 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, 2018 and final renewal period ending December 31, 2020.

**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.

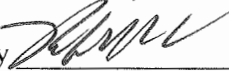
**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

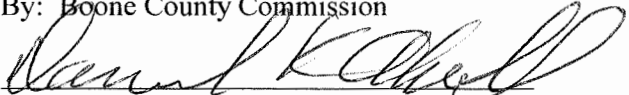
**MISSOURI PETROLEUM PRODUCTS COMPANY, LLC**

By  MICHAEL HARTMAN

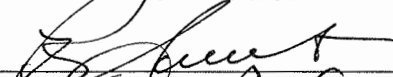
Title Sales Manager

**BOONE COUNTY, MISSOURI**

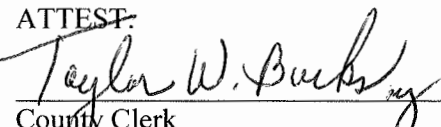
By: Boone County Commission

  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

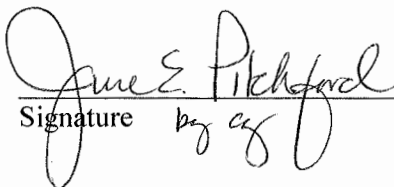
  
County Counselor Ron Sweet

ATTEST:

  
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

1/11/18  
Date

2040/26400 Term/Supply  
No Encumbrance Required  
Appropriation Account





**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( MM68 )**

**Closing Date: October 04, 2017  
1:00 pm, CT, Wednesday**

Buyer Contact Name: Robert Wilson, Buyer, Boone County

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@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 113

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](http://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 preceding 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: Robert Wilson, Buyer, Boone County Purchasing at 613 E. Ash St, Room 113, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: [rwilson@boonecountymo.org](mailto:rwilson@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, 2018 THROUGH APRIL 30, 2018 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 113, Columbia, Mo 65201  
Contact: Robert Wilson, Buyer  
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, Mo 65201  
Contact: Melissa Pasley, Senior Procurement Officer  
(573) 817-5005

**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, 2018 through April 30, 2018 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.

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.)

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.

**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 1000 GAL	Picked Up Unit Price/gal Full Transport Load
1.	200,000 Gal	CRS-2	<u>2.19</u>	<u>2.00</u>	<u>2.00</u>
2.	1,500 Gal	MC-3000	<u>3.54</u>	<u>3.35</u>	<u>3.35</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>NO BID</u>	<u>NO BID</u>	<u>NO BID</u>
5.	230,000 Gal	CRS-2P	<u>2.44</u>	<u>2.25</u>	<u>2.25</u>
6.	1-Full Tanker Load	MC-800	<u>3.59</u>	<u>3.40</u>	<u>3.40</u>
7.	1-Full Tanker Load	MC-30	<u>3.69</u>	<u>3.50</u>	<u>3.50</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>2.54</u>	<u>2.35</u>	<u>2.35</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>\$ 95.00 /HR</u>
13.		Demurrage Charge begins after <u>1.5</u> 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 ONE days after receipt of order.

15. Maximum % increase for any renewal period: 15 % 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 Rd

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:

[Handwritten Signature]

Print Name and Title of Authorized Representative

Michael Hartman, Sales Manager

Date: 9/5/2017



**“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: MM68 – 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.

**Michael Hartman, Sales Manager**

\_\_\_\_\_  
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.**

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Missouri Petroleum Products Company LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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

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

My name is Michael Hartman. I am an authorized agent of Missouri Petroleum Products Co.(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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.

*Michael Hartman*                      9/11/17  
Affiant    Date

Michael Hartman  
Printed Name

Subscribed and sworn to before me this 11<sup>th</sup> day of September, 2017.

*Deborah Rachel Novak*  
Notary Public



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

## 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 <sup>b</sup>
Cement Mixing Test, percent, max.	----
Demulsibility <sup>a</sup> , 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.

## CHFRS-2P SPECIFICATIONS

TEST	SPECIFICATIONS	
	Minimum	Maximum
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
<b>DISTILLATION TEST: (1)</b>		
Oil Distillate, by Volume of Emulsion, %	----	0.5
Residue, % by WT	65	----
<b>TEST ON DISTILLATION RESIDUE:</b>		
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.

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 <sub>2</sub> , 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:

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

# SDS

## SAFETY DATA SHEET



### BI-STATE EMULSIONS LLC CATIONIC EMULSIFIED ASPHALTS

#### SECTION 1- PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME:	CRS-2, CRSP, CRS-2P, CSS-1H, CSS-1HP, CSS-1HLM CPEM-1, CHFRS-2P, RSP
RECOMMENDED USE:	ROAD CONSTRUCTION EMULSIONS
MANUFACTURER'S NAME:	BI-STATE EMULSIONS LLC
ADDRESS:	3714 Big Bend Ind. Ct., Maplewood, MO 63143
BUSINESS PHONE:	314-645-1818
EMERGENCY PHONE:	800-633-8253
WEB SITE:	<a href="http://www.missouripetroleum.com">www.missouripetroleum.com</a>
DATE OF PREPARATION:	February 11, 2014
DATE OF LAST REVISION:	April 11, 2017

#### SECTION 2- HAZARDS IDENTIFICATION

	<p><b>Warning</b></p> <p>Hot product can cause burns. Irritant: causes eye, skin, and respiratory irritation Hot product can release Hydrogen Sulfide Gas Read SDS for further details</p>		
		Gloves	Eye Protection

**EMERGENCY OVERVIEW:**  
Cationic asphalt emulsions are a dark brown to black viscous liquid, emitting a subtle petroleum odor.



**HEALTH HAZARDS:**  
Exposure to these products can irritate the eyes, respiratory system, and skin. Hot products can cause severe thermal burns. If burned, cool the affected area immediately with cool running water. Always seek medical attention in the case of severe thermal burns. Prolonged or repeated skin contact can cause drying of the skin which may produce irritation or dermatitis. When heated, these products may release toxic hydrogen sulfide. Long-term exposure to high concentrations of asphalt vapors have been known to cause chronic bronchitis and pneumonitis.

**FLAMMABILITY:**  
These products are not classified as flammable or combustible material.

**ENVIRONMENTAL EFFECTS:**  
The environmental effects of these products have not been investigated, but are not expected to be toxic to aquatic organisms.



## SECTION 2: HAZARD IDENTIFICATION (CONTINUED)

Transportation Identification		
US DOT Symbols	Canada (WHMIS) Symbols	European and (GHS) Hazard Symbols
Non-Regulated		 Signal Word: Warning

### EU LABELING AND CLASSIFICATION:

CLASSIFICATION OF THE SUBSTANCE OR MIXTURE ACCORDING TO REGULATION (EC) No1272/2008 annex I.

EC# 231-977-3 Index# 016-001-00-4

Ec# 232-

490-9 This substance is not classified in the Annex I of Directive 67/548/EEC

**COMPONANTS CONTRIBUTING TO HAZARD:**

All Components

**GHS HAZARD CLASSIFICATIONS:**

Acute Toxicity Inhalation Category 4

**HAZARD STATEMENTS:**

H315: Causes skin irritation  
 H319: Causes serious eye irritation  
 H332: Harmful if inhaled  
 H335: May cause respiratory irritation

**PRECAUTIONARY STATEMENTS:**

P260: Do not breath dust/fume/gas/mist/vapors/spray  
 P264: Wash hands thoroughly after handling  
 P271: Use only in well ventilated area.  
 P280: Wear protective gloves, protective clothing, eye protection, and/or face protection

**HAZARD SYMBOLS:**

[Xn] Harmful

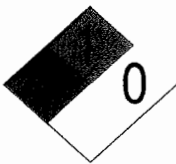
**RISK PHRASES:**

R26: Very toxic by inhalation  
 R36/37/38: Irritating to eyes, respiratory system and skin

**SAFETY PHRASES:**

S24/25: Avoid contact with skin and eyes  
 S36: Wear suitable gloves and eye/face protection  
 S37/39: Wear suitable gloves and eye/face protection  
 S45: In case of accident or if you feel unwell, seek medical advice immediately

### NFPA HAZARD IDENTIFICATION

NFPA HAZARD IDENTIFICATION	DEGREE OF HAZARD	HAZARD RATINGS
	HEALTH: 1 FIRE: 0 REACTIVITY: 0	0 = LEAST 1 = SLIGHT 2 = MODERATE 3 = HIGH 4 = EXTREME

## SECTION 2: HAZARD IDENTIFICATION (CONTINUED)

**Acute**

**EYE CONTACT:** Contact from emulsions and/or fumes directly to and around the eye can cause irritation including but not limited to; stinging, watering and redness. Hot product can cause thermal burns to the eyes. In any case, immediate medical treatment should be sought to protect the eye from damages.

**SKIN CONTACT:** Contact to the skin can cause mild irritation. Prolonged exposure with asphalt emulsions can cause discoloration, and heighten the skin sensitivity to the sun. Over time irritation can worsen causing dry skin, cracking, and even dermatitis. Heated emulsions and the fumes produced from the process can cause thermal burns. No harmful effects from skin absorption are to be expected.

**INHALATION:** Hot asphalt emulsions release fumes and/or vapors. These fumes and/or vapors can be smoke, carbon dioxide, carbon monoxide, and unburned hydrocarbons. Exposure to these fumes and/or vapors can cause irritation of the nose and throat, with symptoms of dizziness, headache, loss of coordination, and/or drowsiness.

These materials contain sulfur compounds which may form hydrogen sulfide. Hydrogen sulfide can be noticed by its rotten-egg odor. continued exposure to hydrogen sulfide(H<sub>2</sub>S) can deaden a person's sense of smell. At low levels of exposure, H<sub>2</sub>S causes eye irritation, and/or nose and throat irritation. Moderate levels of H<sub>2</sub>S can cause headache, dizziness, nausea, and vomiting, as well as coughing and difficulty breathing. Higher levels can cause shock, convulsions, coma and eventually death. When dealing with serious exposure symptoms usually begin immediately.

**INGESTION:** Do not ingest asphalt emulsions. Ingestion may cause thermal burns. Ingestion will result in irritation to the digestive tract, nausea, vomiting, and diarrhea.

**Chronic**

Breathing vapors or fumes from heated material may cause headaches, dizziness and lung irritation. Long-term exposure to high concentrations of asphalt fumes may cause chronic bronchitis and pneumonitis.

**TARGET ORGANS:** Acute: Eye, Respiratory System, Skin  
Chronic: Respiratory System

**SECTION 3: COMPOSITION and INFORMATION on INGREDIENTS**

HAZARDOUS	CAS#	FINES#	ICSC#	WT%	HAZARD CLASSIFICATION RISK
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INGREDIENTS	CAS#	LINE#	UNSC#	WT %	PHRASES
ASPHALT	8052-42-4	232-490-9	0612	25-75%	HAZARD CLASSIFICATION: [Xn] HARMFUL, [Xi] IRRITANT RISK PHRASES: R26,R36/37/38
WATER	7732-18-5	231-791-2	NOT LISTED	25-75%	HAZARD CLASSIFICATION: NONE RISK PHRASES: NONE
EMULSIFIERS	TRADE SECRET	TRADE SECRET	NOT LISTED	0.1-6%	HAZARD CLASSIFICATION: NONE RISK PHRASES: NONE
<b>MAY CONTAIN ONE OR MORE OF THE FOLLOWING</b>					
POLYMERS OR LATEX	TRADE SECRET	NOT LISTED	NOT LISTED	0-5%	HAZARD CLASSIFICATION: NONE RISK PHRASES: NONE
DILUENT	TRADE SECRET	TRADE SECRET	NOT LISTED	0-10%	HAZARD CLASSIFICATION: NONE RISK PHRASES: NONE
HYDROGEN SULFIDE	7783-06-4	231-977-3	0165	<0.1%	HAZARD CLASSIFICATION: [T]TOXIC RISK PHRASES: R26

## SECTION 4- FIRST-AID MEASURES

### EYE CONTACT:

In the event of a thermal burn to the eyes; rinse eyes with cool water (not iced), and immediately seek medical attention. In the case of irritated eyes from fumes, flush with cool water. If the irritation persists seek medical assistance.

### SKIN CONTACT:

Wash with cool water for mild irritation. If there is a thermal burn soak area in cool water for 15 minutes. In the case of a thermal burn DO NOT attempt to remove the emulsion and/or clothing as it may be adhered to the skin. Immediately seek medical assistance.

### INHALATION:

Move the infected person to fresh air. If symptoms do not subside seek medical assistance. If a person is not breathing, clear the airway, and begin artificial respiration. Seek medical assistance immediately.

### INGESTION:

Do not induce vomiting, have the person drink plenty of water, and immediately call poison control or seek medical attention.

## Section 5- Fire-Fighting Measures

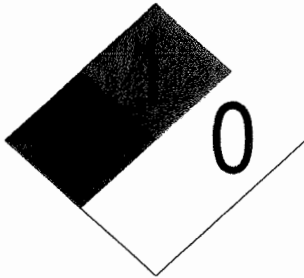
### FLASH POINT:

Not classified as a flammable or combustible material

### AUTOIGNITION TEMPERATURE:

Not applicable

Flammable limits (in air by column, %):	Lower (LEL): NA	Upper (UEL): NA
<b>OSHA FLAMMABILITY CLASS:</b>	Not classification as flammable or combustible material	
<b>FIRE EXTINGUISHING MATERIALS:</b>	Dry chemical, water spray, foam spray, and carbon dioxide is recommended.	
<b>UNUSUAL FIRE AND EXPLOSION HAZARDS:</b>	Although these products will burn, they will not readily ignite. Flammable and toxic hydrogen sulfide gases may form in the headspaces of tankers. The flammability of these spaces are contingent upon the values given for asphalts.	
<b>Explosion Sensitivity to Mechanical Impact:</b>	Not Sensitive	
<b>Explosion Sensitivity to Static Discharge:</b>	Not Sensitive	
<b>SPECIAL FIRE-FIGHTING PROCEDURES:</b>	Cool burning areas with selected fire extinguishing materials. If at all possible keep runoff water out of storm drains, and bodies of water. Use eye protection, and in the case of structural fires, firefighters must wear Self-Contained breathing apparatuses with full protective equipment.	



## SECTION 6: ACCIDENTAL RELEASE MEASURES

<b>GENERAL:</b>	Before any action takes place make sure the area is safe and clear. Clear the area of all igniters, and contain the spill if applicable. For small spills mix in an absorbing agent and shovel into a container for disposal. For larger spills contain and mix with only inert materials. Avoid using combustive absorbers such as sawdust. contain spills, and/or run offs from entering drainage ditches or water. If the spill has reached navigable waters, contiguous zones, or adjoining shorelines. notify the national response center. (Phone Number 800-424-8802)
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<b>WASTE DISPOSAL METHOD:</b>	Dispose of asphalt emulsions according to Federal, State, provincial and local regulations.
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## SECTION 7: HANDLING and STORAGE

<b>WORK AND HYGIENE PRACTICES:</b>	These products can impose serious threats. To prevent any harmful measures, avoid getting this product on you, or in you. Wash hands thoroughly after handling these products. Do not eat, drink, smoke, or apply cosmetics while working with this product. Always use in a well ventilated area. Avoid breathing the vapors. Remove or
------------------------------------	--

change clothing that have been soiled by these products immediately.

**STORAGE AND HANDLING PRACTICES:**

Always take the proper precautions to ensure you and the people around are safe. Use proper control measures while working with these products. Store in properly closed containers that are correctly labeled, and located in a well ventilated area. Normal storage temperatures for these products are anywhere between 70° and 190° degrees. If these products are stored above or below these temperatures it can cause degradation to the product. These products can produce harmful hydrogen sulfide (H<sub>2</sub>S) gases, that can become trapped in the open cavities of the tanks/vessels used to hold the product. Before entering any tank/vessel carrying these products it should first determine if there is a presence of (H<sub>2</sub>S). When opening tanks/vessels carrying these products always use eye protection and gloves. Tanks/Vessels can become pressurized, take precautions opening man ways covers, valves, and lids.

When storing these products in tanks that have heating options, make sure that all flues and/or heating coils are covered. Do not overheat these products doing so can be hazardous.

**SECTION 8: EXPOSURE CONTROLS-PERSONAL PROTECTION**

CHEMICAL NAME	CAS#	ACGIH TWA	OASH TWA	NIOSH
ASPHALT	8052-42-4	0.5 MG/M <sup>3</sup>	NOT LISTED	0.5 MG/M <sup>3</sup>
HYDROGEN SULFIDE	7783-06-4	1 PPM TWA	20 PPM CEILING	10 PPM

The ACGIH TLV is 0.5 mg/m<sup>3</sup> as the benzene extractable portion of the inhalable fraction of asphalt fume. The TLV may also be determined by unspecified "equivalent" methods. Currently, international exposure limits are not established for all of the components of this product. please check with competent authority in each country for the most recent limits in place.

**SECTION 8: EXPOSURE CONTROLS-PERSONAL PROTECTION (cont.)**

**ENGINEERING CONTROLS FOR VENTILATION:**

Use local exhaust or general dilution ventilation when using at elevated temperatures or during activities that generate vapors, to maintain levels below the aforementioned exposure limits. Eye wash and safety showers should be located near the work areas.

*The following information on appropriate personal protective equipment is provided to assist employers in compliance with OSHA*

regulations found in 29 CFR subpart I (beginning in 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Always check with local standards and practices for relevant details before handling this product

**RESPIRATORY PROTECTION:** Under normal conditions respiration is not necessary. If at all possible keep these products airborne contaminant concentrations below the guidelines listed above. If ventilation fails and respiration protection is needed, only use protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member States.

**EYE PROTECTION:** Wear safety glasses or chemical goggles that will prevent eye contact for the given situation. Use safety glasses that are accepted by U.S. OSHA 29 CFR 1910.132, Canadian CSA/ANSI codes. Like always, check local safety and practices standards.

**HAND AND BODY PROTECTION:** Always wear hand protection suitable for the task at hand. When handling this product use chemical resistant gloves to prevent skin contact. If handling the product while hot always wear insulated gloves. When dealing with these products it may be necessary to wear body protection such as, aprons, arm covers, face shield, or boots. For further safety refer to U.S. OSHA 29 CFR 1910.138 or appropriate standards of CSA/ANSI. Always work in accordance to local safety standards.

## SECTION 9: PHYSICAL and CHEMICAL PROPERTIES

PHYSICAL STATE:	Viscous liquid	BOILING POINT:	>200°F
APPEARANCE:	Tan or Dark liquid	pH:	2-7.0
ODOR:	Mild Odor	SPECIFIC GRAVITY:	.98-1.15
ODOR THRESHOLD:	Mild	SOLUABLITY IN WATER:	Miscible
VAPOR PRESSURE (MMhG):	Not Available	VISCOSITY:	Varibled
EVAPORATION RATE (nBuAc=1):	Not Available		
SOFTENING POINT:	Not Applicable		
MELTING POINT:	Not Applicable		

PAGE 8-11

Bi-State Emulsions LLC

SDS: Cationic Asphalt Emulsion

## SECTION 10: STABILITY and REACTIVITY

**STABILITY:** These products are classified as stable.

**DECOMPOSITION PRODUCTS:** These products can produce hydrogen sulfide if heated.

**MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:** These products should not be mixed with anionic asphalt emulsions, or asphalt that has not been emulsified. These products could react negatively with strong oxidizing agents, including but not limited to chlorates, nitrates, peroxides.

**HAZARDOUS**

Will not occur.

**POLYMERIZATION:**

**CONDITIONS TO AVOID:**

Avoid heating in excess of 200° F, and contact with incompatible materials

## SECTION 11: TOXICOLOGICAL INFORMATION

**TOXICITY DATA:**

There is no toxicity data available for these mixtures

	Cas# 8052-42-4	Asphalt
Acute Oral Toxicity LD50		5,001 mg/kg Rat
Acute Dermal Toxicity LD50		2,001 mg/kg Rat

**SUSPECTED CANCER AGENT:**

These products contain ingredient(s) that have been found in one or more lists to be a suspected cancer-causing agent. Lists including but not limited to; FEDERAL OSHA Z LIST, NTP, CAL/OSHA, IARC.

**IRRITANCY OF PRODUCT:**

These products can cause irritations of the skin, eyes, and respiration.

**SENSITIZATION OF PRODUCT:**

This product is not know to be a sensitizer.

**REPRODUCTIVE TOXICITY INFORMATION:**

There is no information linking these products to adverse affects to the human reproductive system.

**CARCINOGENICITY NOTE:**

While studies have shown asphalt fume condensate fractions applied to mice in lab studies cause skin tumors, there is no results that have found asphalt fume breathed for extended periods of time to cause carcinogenic effects.

Exposure to humans in the community on low levels have not produced data signifying asphalt fumes cause any carcinogenic effects. However, those people working in paving and roofing companies being exposed to asphalt fumes for extended period of times have found asphalt to be carcinogenic, as found by the National Institute of Occupational Safety and Health (NIOSH). Currently the National Toxicology Program (NTP), the Occupational Safety and Health Administration (OSHA) have no evidence supporting asphalt being a carcinogen.

## SECTION 12: ECOLOGICAL INFORMATION

**ENVIRONMENTAL STABILITY:**

These products show no significant signs of adverse effects on the environment.

**EFFECTS OF MATERIAL ON PLANTS OR ANIMALS:**

At this point in time there is no evidence on these products effects on plants and animals.

**EFFECT OF CHEMICAL ON AQUATIC LIFE:**

There is also no current evidence on these products effects on aquatic life. Latex, however, found in some of the products listed has been found to be harmful to aquatic life.

## SECTION 13: DISPOSAL CONSIDERATIONS

**DISPOSAL:**

These products are not classified as hazardous materials under U.S. DOT, Canadian TDG regulations, EU Member States, Japan, or Australia. However, you should only dispose of these products in accordance to federal, state, providential, or local standards.

## SECTION 14: TRANSPORTATION INFORMATION

These products are non-regulated by the U.S. Department Of Transportation(DOT), Transport Canada, International Air Transport Association (IATA), International Maritime Organization, and the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR). They require no DOT labels, packing group, or UN identification Number. These products have not been assigned a Hazard Class Number, or North American Emergency Response Guidebook Number. None of these products(s) ingredient(s) have been classified by the DOT as a marine pollutant.

## SECTION 15: REGULATORY INFORMATION

### UNITED STATES REGULATIONS

**TSCA:**

All components are listed on the US Toxic Substances Control Act (TSCA) inventory of chemicals

**SARA REPORTING REQUIREMENTS:**

These products are not subject to the reporting requirements of section 302, 304, and 313 of Title III of the Superfund Amendments and reauthorization act., as follows: THIS PRODUCT IS SUBJECT TO TIER II REPORTING REQUIREMENTS.

## SECTION 15: REGULATORY INFORMATION (CONTINUED)

### UNITED STATES REGULATIONS (CONT.)

**Sara 311/312**

Acute Health:	YES	Chronic Health:	YES
Fire:	NO	Reactivity:	NO

**U.S. SARA THRESHOLD PLANNING QUANTITY:**

There are no known Threshold Planning Quantities for these products. The default Federal SDS submission and inventory requirement filing threshold of 10,000 lb may apply, per 40 CFR 370.20

**CALIFORNIA SAFE**

These products contain ingredients found in the California



**DRINKING WATER AND  
TOXIC ENFORCEMENT ACT  
(PROPOSITION 65):**

Proposition 65 lists.

**U.S. CERCLA REPORTABLE  
QUANTITY (rq):**

None

**ATTENTION: THESE PRODUCTS CONTAIN AN INGREDIENT THAT IS KNOWN TO THE  
STATE OF CALIFORNIA TO CAUSE CANCER OF REPRODUCTIVE SYSTEMS.**

**CANADIAN REGULATIONS:**

**CANADIAN  
ENVIRONMENTAL  
PROTECTION ACT (CEPA)  
PRIORITIES SUBSTANCES  
LISTS:**

There are no components of these products on the CEPA First  
Priorities Substance Lists.

**CANADIAN WHMIS  
CLASSIFICATION AND  
SYMBOLS:**

These products are categorized as Class D Division 2B Materials  
causing other toxic effects as per the Controlled Product  
Regulations.

**CANADIAN DSL/NDL  
INVENTORY STATUS:**

All products and components of products are found on the DSL  
inventory list.

**SECTION 15: REGULATORY INFORMATION (CONTINUED)**

**EUROPEAN ECONOMIC COMMUNITY INFORMATION:**

Please refer back to section 2 for details

**JAPANESE INFORMATION FOR PRODUCT:**

**JAPANESE INFORMATION  
FOR PRODUCT:**

The products and components of the aforementioned products are  
not listed as Class I specified chemical substances, Class II specified  
chemical substances, or designated chemical substances by the  
Japanese MITI.

**AUSTRALIAN INFORMATION FOR PRODUCT:**

**AUSTRALIAN INVENTORY  
OF CHEMICAL SUBSTANCES**

The products and components of the products are listed on the  
AICS.

(AICS) STATUS: \_\_\_\_\_

**STANDARD FOR THE UNIFORM SCHEDULING OF DRUGS AND POISONS:** Not applicable

**INTERNATIONAL CHEMICAL INVENTORIES:**

ASIA-PAC	LISTED
AUSTRALIAN INVENTORY OF CHEMICAL SUBSTANCES (AICS):	LISTED
KOREAN EXISTING NATIONAL INVENTORY OF CHEMICAL SUBSTANCES (ENCS):	LISTED
PHILIPPINES INVENTORY IF CHEMICALS AND CHEMICALS SUBSTANCES (PICCS):	LISTED
SWISS GIFTLISTE LIST OF TOXIC SUBSTANCES	LISTED
U.S. TSCA	LISTED

**SECTION 16: OTHER INFORMATION**

PREPARED BY: **JAMES KUNKEL** SDS COMPLIANCE PLUS  
REVISION DATE: 2/24/2015

The information contained herein is based on the data available to us and is believed to be correct. However, Bi-State Emulsions makes no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. This information and product is furnished on the condition that the person receiving it shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of use thereof.

<b>EA-90</b>	
Viscosity, SFS, 25 C, SFS.	---
Viscosity, SFS, 50 C, SFS.	50-500
Sieve Test <sup>a</sup> , percent, max.	0.50
Cement Mixing Test, percent, max.	---
Demulsibility <sup>c</sup> , 35 ml, 0.02 N CaCl <sub>2</sub> , (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 <sub>2</sub> , 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:

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

# SDS

## SAFETY DATA SHEET



### BI-STATE EMULSIONS LLC ANIONIC EMULSIFIED ASPHALTS

#### SECTION 1- PRODUCT AND COMPANY IDENTIFICATION

<b>PRODUCT NAME:</b>	SS-1H, SS-1HP, HFE-90-150-300, EA-90-150-300, EA-90P, HFRS, HFP, PEA, QS-1H
<b>RECOMMENDED USE:</b>	ROAD CONSTRUCTION EMULSIONS
<b>MANUFACTURER'S NAME:</b>	BI-STATE EMULSIONS LLC
<b>ADDRESS:</b>	3714 Big Bend Ind. Ct., Maplewood, MO 63143
<b>BUSINESS PHONE:</b>	314-645-1818
<b>EMERGENCY PHONE:</b>	800-633-8253
<b>WEB SITE:</b>	<a href="http://www.missouripetroleum.com">www.missouripetroleum.com</a>
<b>DATE OF PREPARATION:</b>	February 11, 2014
<b>DATE OF LAST REVISION:</b>	April 11, 2017

#### SECTION 2- HAZARDS IDENTIFICATION

	<p>Hot product can cause burns. Irritant: causes eye, skin, and respiratory irritation Hot product can release Hydrogen Sulfide Gas Read SDS for further details</p>		
		Gloves	Eye Protection



**EMERGENCY OVERVIEW:**  
Anionic asphalt emulsions are a dark brown to black viscous liquid, emitting a subtle petroleum odor.

**HEALTH HAZARDS:**  
Exposure to these products can irritate the eyes, respiratory system, and skin. Hot products can cause severe thermal burns. If burned, cool the affected area immediately with cool running water. Always seek medical attention in the case of severe thermal burns. Prolonged or repeated skin contact can cause drying of the skin which may produce irritation or dermatitis. When heated, these products may release toxic hydrogen sulfide. Long-term exposure to high concentrations of asphalt vapors have been known to cause chronic bronchitis and pneumonitis.

**FLAMMABILITY:**  
These products are not classified as flammable or combustible material.

**ENVIRONMENTAL EFFECTS:**  
The environmental effects of these products have not been investigated, but are not expected to be toxic to aquatic organisms.

## SECTION 2: HAZARD IDENTIFICATION (CONTINUED)

Transportation Identification		
US DOT Symbols	Canada (WHMIS) Symbols	European and (GHS) Hazard Symbols
Non-Regulated		 Signal Word: Warning

### EU LABELING AND CLASSIFICATION:

CLASSIFICATION OF THE SUBSTANCE OR MIXTURE ACCORDING TO REGULATION (EC) No1272/2008 annex I.

EC# 231-977-3 Index# 016-001-00-4

Ec# 232-

490-9 This substance is not classified in the Annex I of Directive 67/548/EEC

**COMPONANTS CONTRIBUTING TO HAZARD:**

All Components

**GHS HAZARD CLASSIFICATIONS:**

Acute Toxicity Inhalation Category 4

**HAZARD STATEMENTS:**

H315: Causes skin irritation  
 H319: Causes serious eye irritation  
 H332: Harmful if inhaled  
 H335: May cause respiratory irritation

**PRECAUTIONARY STATEMENTS:**

P260: Do not breath dust/fume/gas/mist/vapors/spray  
 P264: Wash hands thoroughly after handling  
 P271: Use only in well ventilated area.  
 P280: Wear protective gloves, protective clothing, eye protection, and/or face protection

**HAZARD SYMBOLS:**

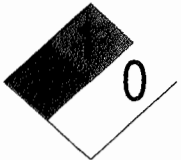
[Xn] Harmful

**RISK PHRASES:**

R26: Very toxic by inhalation  
 R36/37/38: Irritating to eyes, respiratory system and skin

**SAFETY PHRASES:**

S24/25: Avoid contact with skin and eyes  
 S36: Wear suitable gloves and eye/face protection  
 S37/39: Wear suitable gloves and eye/face protection  
 S45: In case of accident or if you feel unwell, seek medical advice immediately

NFPA HAZARD IDENTIFICATION		
NFPA HAZARD IDENTIFICATION	DEGREE OF HAZARD	HAZARD RATINGS
	HEALTH: 1 FIRE: 0 REACTIVITY: 0	0 = LEAST 1 = SLIGHT 2 = MODERATE 3 = HIGH 4 = EXTREME

## SECTION 2: HAZARD IDENTIFICATION (CONTINUED)

**Acute**

**EYE CONTACT:** Contact from emulsions and/or fumes directly to and around the eye can cause irritation including but not limited to; stinging, watering and redness. Hot product can cause thermal burns to the eyes. In any case, immediate medical treatment should be sought to protect the eye from damages.

**SKIN CONTACT:** Contact to the skin can cause mild irritation. Prolonged exposure with asphalt emulsions can cause discoloration, and heighten the skin sensitivity to the sun. Over time irritation can worsen causing dry skin, cracking, and even dermatitis. Heated emulsions and the fumes produced from the process can cause thermal burns. No harmful effects from skin absorption are to be expected.

**INHALATION:** Hot asphalt emulsions release fumes and/or vapors. These fumes and/or vapors can be smoke, carbon dioxide, carbon monoxide, and unburned hydrocarbons. Exposure to these fumes and/or vapors can cause irritation of the nose and throat, with symptoms of dizziness, headache, loss of coordination, and/or drowsiness. These materials contain sulfur compounds which may form hydrogen sulfide. Hydrogen sulfide can be noticed by its rotten-egg odor. continued exposure to hydrogen sulfide(H<sub>2</sub>S) can deaden a person's sense of smell. At low levels of exposure, H<sub>2</sub>S causes eye irritation, and/or nose and throat irritation. Moderate levels of H<sub>2</sub>S can cause headache, dizziness, nausea, and vomiting, as well as coughing and difficulty breathing. Higher levels can cause shock, convulsions, coma and eventually death. When dealing with serious exposure symptoms usually begin immediately.

**INGESTION:** Do not ingest asphalt emulsions. Ingestion may cause thermal burns. Ingestion will result in irritation to the digestive tract, nausea, vomiting, and diarrhea.

**Chronic**

Breathing vapors or fumes from heated material may cause headaches, dizziness and lung irritation. Long-term exposure to high concentrations of asphalt fumes may cause chronic bronchitis and pneumonitis.

**TARGET ORGANS:** Acute: Eye, Respiratory System, Skin  
Chronic: Respiratory System

**SECTION 3: COMPOSITION and INFORMATION on INGREDIENTS**

HAZARDOUS	CAS#	FINES#	ICSC#	WTT%	HAZARD CLASSIFICATION RISK
-----------	------	--------	-------	------	----------------------------

INGREDIENTS	CAS#	LINE#	UNSC#	WT %	PHRASES
ASPHALT	8052-42-4	232-490-9	0612	25-75%	HAZARD CLASSIFICATION: [Xn] HARMFUL, [Xi] IRRITANT RISK PHRASES: R26,R36/37/38
WATER	7732-18-5	231-791-2	NOT LISTED	25-75%	HAZARD CLASSIFICATION: NONE RISK PHRASES: NONE
EMULSIFIERS	TRADE SECRET	TRADE SECRET	NOT LISTED	0.1-6%	HAZARD CLASSIFICATION: NONE RISK PHRASES: NONE
<b>MAY CONTAIN ONE OR MORE OF THE FOLLOWING</b>					
POLYMERS OR LATEX	TRADE SECRET	NOT LISTED	NOT LISTED	0-5%	HAZARD CLASSIFICATION: NONE RISK PHRASES: NONE
DILUENT	TRADE SECRET	TRADE SECRET	NOT LISTED	0-10%	HAZARD CLASSIFICATION: NONE RISK PHRASES: NONE
HYDROGEN SULFIDE	7783-06-4	231-977-3	0165	<0.1%	HAZARD CLASSIFICATION: [T]TOXIC RISK PHRASES: R26

**SECTION 4- FIRST-AID MEASURES**

**EYE CONTACT:** In the event of a thermal burn to the eyes; rinse eyes with cool water (not iced), and immediately seek medical attention. In the case of irritated eyes from fumes, flush with cool water. If the irritation persists seek medical assistance.

**SKIN CONTACT:** Wash with cool water for mild irritation. If there is a thermal burn soak area in cool water for 15 minutes. In the case of a thermal burn DO NOT attempt to remove the emulsion and/or clothing as it may be adhered to the skin. Immediately seek medical assistance.

**INHALATION:** Move the infected person to fresh air. If symptoms do not subside seek medical assistance. If a person is not breathing, clear the airway, and begin artificial respiration. Seek medical assistance immediately.

**INGESTION:** Do not induce vomiting, have the person drink plenty of water, and immediately call poison control or seek medical attention.

**Section 5- Fire-Fighting Measures**

**FLASH POINT:** Not classified as a flammable or combustible material

**AUTOIGNITION TEMPERATURE:** Not applicable



Flammable limits (in air by column, %): Lower (LEL): NA Upper (UEL): NA

OSHA FLAMMABILITY CLASS: Not classification as flammable or combustible material

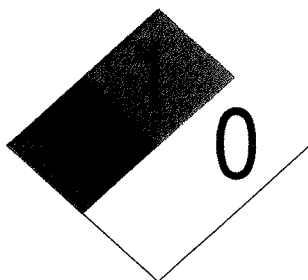
FIRE EXTINGUISHING MATERIALS: Dry chemical, water spray, foam spray, and carbon dioxide is recommended.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Although these products will burn, they will not readily ignite. Flammable and toxic hydrogen sulfide gases may form in the headspaces of tankers. The flammability of these spaces are contingent upon the values given for asphalts.

Explosion Sensitivity to Mechanical Impact: Not Sensitive

Explosion Sensitivity to Static Discharge: Not Sensitive

SPECIAL FIRE-FIGHTING PROCEDURES: Cool burning areas with selected fire extinguishing materials. If at all possible keep runoff water out of storm drains, and bodies of water. Use eye protection, and in the case of structural fires, firefighters must wear Self-Contained breathing apparatuses with full protective equipment.



## SECTION 6: ACCIDENTAL RELEASE MEASURES

**GENERAL:** Before any action takes place make sure the area is safe and clear. Clear the area of all igniters, and contain the spill if applicable. For small spills mix in an absorbing agent and shovel into a container for disposal. For larger spills contain and mix with only inert materials. Avoid using combustible absorbers such as sawdust. contain spills, and/or run offs from entering drainage ditches or water. If the spill has reached navigable waters, contiguous zones, or adjoining shorelines. notify the national response center. (Phone Number 800-424-8802)

**WASTE DISPOSAL METHOD:** Dispose of asphalt emulsions according to Federal, State, provincial and local regulations.

## SECTION 7: HANDLING and STORAGE

**WORK AND HYGIENE PRACTICES:** These products can impose serious threats. To prevent any harmful measures, avoid getting this product on you, or in you. Wash hands thoroughly after handling these products. Do not eat, drink, smoke, or apply cosmetics while working with this product. Always use in a well ventilated area. Avoid breathing the vapors. Remove or

change clothing that have been soiled by these products immediately.

**STORAGE AND HANDLING PRACTICES:**

Always take the proper precautions to ensure you and the people around are safe. Use proper control measures while working with these products. Store in properly closed containers that are correctly labeled, and located in a well ventilated area. Normal storage temperatures for these products are anywhere between 70° and 190° degrees. If these products are stored above or below these temperatures it can cause degradation to the product. These products can produce harmful hydrogen sulfide (H<sub>2</sub>S) gases, that can become trapped in the open cavities of the tanks/vessels used to hold the product. Before entering any tank/vessel carrying these products it should first determine if there is a presence of (H<sub>2</sub>S). When opening tanks/vessels carrying these products always use eye protection and gloves. Tanks/Vessels can become pressurized, take precautions opening man ways covers, valves, and lids.

When storing these products in tanks that have heating options, make sure that all flues and/or heating coils are covered. Do not overheat these products doing so can be hazardous.

**SECTION 8: EXPOSURE CONTROLS-PERSONAL PROTECTION**

CHEMICAL NAME	CAS#	ACGIH TWA	OASH TWA	NIOSH
ASPHALT	8052-42-4	0.5 MG/M <sup>3</sup>	NOT LISTED	0.5 MG/M <sup>3</sup>
HYDROGEN SULFIDE	7783-06-4	1 PPM TWA	20 PPM CEILING	10 PPM

The ACGIH TLV is 0.5 mg/m<sup>3</sup> as the benzene extractable portion of the inhalable fraction of asphalt fume. The TLV may also be determined by unspecified "equivalent" methods. Currently, international exposure limits are not established for all of the components of this product. please check with competent authority in each country for the most recent limits in place.

**SECTION 8: EXPOSURE CONTROLS-PERSONAL PROTECTION (cont.)**

**ENGINEERING CONTROLS FOR VENTILATION:**

Use local exhaust or general dilution ventilation when using at elevated temperatures or during activities that generate vapors, to maintain levels below the aforementioned exposure limits. Eye wash and safety showers should be located near the work areas.

*The following information on appropriate personal protective equipment is provided to assist employers in compliance with OSHA*

regulations found in 29 CFR subpart I (beginning in 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Always check with local standards and practices for relevant details before handling this product

**RESPIRATORY PROTECTION:** Under normal conditions respiration is not necessary. If at all possible keep these products airborne contaminant concentrations below the guidelines listed above. If ventilation fails and respiration protection is needed, only use protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member States.

**EYE PROTECTION:** Wear safety glasses or chemical goggles that will prevent eye contact for the given situation. Use safety glasses that are accepted by U.S. OSHA 29 CFR 1910.132, Canadian CSA/ANSI codes. Like always, check local safety and practices standards.

**HAND AND BODY PROTECTION:** Always wear hand protection suitable for the task at hand. When handling this product use chemical resistant gloves to prevent skin contact. If handling the product while hot always wear insulated gloves. When dealing with these products it may be necessary to wear body protection such as, aprons, arm covers, face shield, or boots. For further safety refer to U.S. OSHA 29 CFR 1910.138 or appropriate standards of CSA/ANSI. Always work in accordance to local safety standards.

### SECTION 9: PHYSICAL and CHEMICAL PROPERTIES

PHYSICAL STATE:	Viscous liquid	BOILING POINT:	>200°F
APPEARANCE:	Tan or Dark liquid	pH:	7.0-12.0
ODOR:	Mild Odor	SPECIFIC GRAVITY:	.98-1.15
ODOR THRESHOLD:	Mild	SOLUABILITY IN WATER:	Miscible
VAPOR PRESSURE (MMhg):	Not Available	VISCOSITY:	Varialed
EVAPORATION RATE (nBuAc=1):	Not Available		
SOFTENING POINT:	Not Applicable		
MELTING POINT:	Not Applicable		

### SECTION 10: STABILITY and REACTIVITY

**STABILITY:** These products are classified as stable.

**DECOMPOSITION PRODUCTS:** These products can produce hydrogen sulfide if heated.

**MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:** These products should not be mixed with cationic asphalt emulsions, or asphalt that has not been emulsified. These products could react negatively with strong oxidizing agents, including but not limited to chlorates, nitrates, peroxides.

**HAZARDOUS**

Will not occur.

**POLYMERIZATION:**

**CONDITIONS TO AVOID:**

Avoid heating in excess of 200° F, and contact with incompatible materials

## SECTION 11: TOXICOLOGICAL INFORMATION

**TOXICITY DATA:**

There is no toxicity data available for these mixtures

	Cas# 8052-42-4	Asphalt	
Acute Oral Toxicity LD50		5,001 mg/kg	Rat
Acute Dermal Toxicity LD50		2,001 mg/kg	Rat

**SUSPECTED CANCER AGENT:**

These products contain ingredient(s) that have been found in one or more lists to be a suspected cancer-causing agent. Lists including but not limited to; FEDERAL OSHA Z LIST, NTP, CAL/OSHA, IARC.

**IRRITANCY OF PRODUCT:**

These products can cause irritations of the skin, eyes, and respiration.

**SENSITIZATION OF PRODUCT:**

This product is not know to be a sensitizer.

**REPRODUCTIVE TOXICITY INFORMATION:**

There is no information linking these products to adverse affects to the human reproductive system.

**CARCINOGENICITY NOTE:**

While studies have shown asphalt fume condensate fractions applied to mice in lab studies cause skin tumors, there is no results that have found asphalt fume breathed for extended periods of time to cause carcinogenic effects.

Exposure to humans in the community on low levels have not produced data signifying asphalt fumes cause any carcinogenic effects. However, those people working in paving and roofing companies being exposed to asphalt fumes for extended period of times have found asphalt to be carcinogenic, as found by the National Institute of Occupational Safety and Health (NIOSH). Currently the National Toxicology Program (NTP), the Occupational Safety and Health Administration (OSHA) have no evidence supporting asphalt being a carcinogen.

## SECTION 12: ECOLOGICAL INFORMATION

**ENVIRONMENTAL STABILITY:**

These products show no significant signs of adverse effects on the environment.

**EFFECTS OF MATERIAL ON PLANTS OR ANIMALS:**

At this point in time there is no evidence on these products effects on plants and animals.

**EFFECT OF CHEMICAL ON AQUATIC LIFE:**

There is also no current evidence on these products effects on aquatic life. Latex, however, found in some of the products listed has been found to be harmful to aquatic life.

## SECTION 13: DISPOSAL CONSIDERATIONS

### DISPOSAL:

These products are not classified as hazardous materials under U.S. DOT, Canadian TDG regulations, EU Member States, Japan, or Australia. However, you should only dispose of these products in accordance to federal, state, providential, or local standards.

## SECTION 14: TRANSPORTATION INFORMATION

These products are non-regulated by the U.S. Department Of Transportation(DOT), Transport Canada, International Air Transport Association (IATA), International Maritime Organization, and the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR). They require no DOT labels, packing group, or UN identification Number. These products have not been assigned a Hazard Class Number, or North American Emergency Response Guidebook Number. None of these products(s) ingredient(s) have been classified by the DOT as a marine pollutant.

## SECTION 15: REGULATORY INFORMATION

### UNITED STATES REGULATIONS

### TSCA:

All components are listed on the US Toxic Substances Control Act (TSCA) inventory of chemicals

### SARA REPORTING REQUIREMENTS:

These products are not subject to the reporting requirements of section 302, 304, and 313 of Title III of the Superfund Amendments and reauthorization act., as follows: THIS PRODUCT IS SUBJECT TO TIER II REPORTING REQUIREMENTS.

PAGE 10-11

Bi-State Emulsions LLC

SDS: Anionic Asphalt Emulsion

## SECTION 15: REGULATORY INFORMATION (CONTINUED)

### UNITED STATES REGULATIONS (CONT.)

### Sara 311/312

Acute Health:	YES	Chronic Health:	YES
Fire:	NO	Reactivity:	NO

### U.S. SARA THRESHOLD PLANNING QUANTITY:

There are no known Threshold Planning Quantities for these products. The default Federal SDS submission and inventory requirement filing threshold of 10,000 lb may apply, per 40 CFR 370.20

### CALIFORNIA SAFE

These products contain ingredients found in the California

**DRINKING WATER AND  
TOXIC ENFORCEMENT ACT  
(PROPOSITION 65):**

Proposition 65 lists.

**U.S. CERCLA REPORTABLE  
QUANTITY (rq):**

None

**ATTENTION: THESE PRODUCTS CONTAIN AN INGREDIENT THAT IS KNOWN TO THE  
STATE OF CALIFORNIA TO CAUSE CANCER OF REPRODUCTIVE SYSTEMS.**

**CANADIAN REGULATIONS:**

**CANADIAN  
ENVIRONMENTAL  
PROTECTION ACT (CEPA)  
PRIORITIES SUBSTANCES  
LISTS:**

There are no components of these products on the CEPA First  
Priorities Substance Lists.

**CANADIAN WHMIS  
CLASSIFICATION AND  
SYMBOLS:**

These products are categorized as Class D Division 2B Materials  
causing other toxic effects as per the Controlled Product  
Regulations.

**CANADIAN DSL/NDL  
INVENTORY STATUS:**

All products and components of products are found on the DSL  
inventory list.

**SECTION 15: REGULATORY INFORMATION (CONTINUED)**

**EUROPEAN ECONOMIC COMMUNITY INFORMATION:**

Please refer back to section 2 for details

**JAPANESE INFORMATION FOR PRODUCT:**

**JAPANESE INFORMATION  
FOR PRODUCT:**

The products and components of the aforementioned products are  
not listed as Class I specified chemical substances, Class II specified  
chemical substances, or designated chemical substances by the  
Japanese MITI.

**AUSTRALIAN INFORMATION FOR PRODUCT:**

**AUSTRALIAN INVENTORY  
OF CHEMICAL SUBSTANCES**

The products and components of the products are listed on the  
AICS.

(AICS) STATUS: \_\_\_\_\_

**STANDARD FOR THE UNIFORM SCHEDULING OF DRUGS AND POISONS:** Not applicable

**INTERNATIONAL CHEMICAL INVENTORIES:**

ASIA-PAC	LISTED
AUSTRALIAN INVENTORY OF CHEMICAL SUBSTANCES (AICS):	LISTED
KOREAN EXISTING NATIONAL INVENTORY OF CHEMICAL SUBSTANCES (ENCS):	LISTED
PHILIPPINES INVENTORY IF CHEMICALS AND CHEMICALS SUBSTANCES (PICCS):	LISTED
SWISS GIFTLISTE LIST OF TOXIC SUBSTANCES	LISTED
U.S. TSCA	LISTED

**SECTION 16: OTHER INFORMATION**

PREPARED BY: **JAMES KUNKEL**

SDS COMPLIANCE PLUS

REVISION DATE: 2/24/2015

The information contained herein is based on the data available to us and is believed to be correct. However, Bi-State Emulsions makes no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. This information and product is furnished on the condition that the person receiving it shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of use thereof.

**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	----



**SDS**  
SAFETY DATA SHEET



MISSOURI PETROLEUM PRODUCTS CO., LLC  
MEDIUM CURING CUTBACK ASPHALTS

**SECTION 1- PRODUCT AND COMPANY IDENTIFICATION**

PRODUCT NAME:	MC 30, 250, 800, 3000
RECOMMENDED USE:	ROAD CONSTRUCTION
MANUFACTURER'S NAME:	MISSOURI PETROLEUM
ADDRESS:	1620 WOODSON ROAD, ST. LOUIS, MO 63114
BUSINESS PHONE:	314-991-2180
EMERGENCY PHONE:	800-633-8253
WEB SITE:	<a href="http://www.missouripetroleum.com">www.missouripetroleum.com</a>
DATE OF PREPARATION:	February 11, 2014
DATE OF LAST REVISION:	April 11, 2017

**SECTION 2- HAZARDS IDENTIFICATION**

	<p><b>Warning</b></p> <p>Hot product can cause severe thermal burns. Irritant: causes eye, skin, and respiratory irritation. While long term exposure can cause chronic bronchitis and pneumotitis. Hot product can release Hydrogen Sulfide Gas Read SDS for further details</p>		
--	---	--	--

**EMERGENCY OVERVIEW:**  
Cutback asphalts are a black viscous liquid, emitting a subtle petroleum odor.




**HEALTH HAZARDS:**  
Exposure to these products can irritate the eyes, respiratory system, and skin. Hot products can cause severe thermal burns. If burned, cool the affected area immediately with cool running water. Always seek medical attention in the case of severe thermal burns. Prolonged or repeated skin contact can cause drying of the skin which may produce irritation or dermatitis. When heated, these products may release toxic hydrogen sulfide. Long-term exposure to high concentrations of asphalt vapors have been known to cause chronic bronchitis and pneumonitis.

**FLAMMABILITY:**  
These products are classified as combustible materials with flashpoints of 175°-230°F

**ENVIRONMENTAL EFFECTS:**  
The environmental effects of these products have not been investigated, but are not expected to be toxic to aquatic organisms.

## SECTION 2: HAZARD IDENTIFICATION (CONTINUED)

### Transportation Identification

US DOT Symbols	Canada (WHMIS) Symbols	European and (GHS) Hazard Symbols
		
Signal Word: Danger!		

### EU LABELING AND CLASSIFICATION:

CLASSIFICATION OF THE SUBSTANCE OR MIXTURE ACCORDING TO REGULATION (EC) No1272/2008 annex I. EC#  
 232-490-9 This Substance is not classified in the Annex I of Directive 67/548/EEC EC#  
 270-676-1 Index# 649-227-00-2  
 EC# 231-977-3 Index# 016-001-00-04

**COMPONANTS CONTRIBUTING TO HAZARD:**

All Components

**GHS HAZARD CLASSIFICATIONS:**

Aspiration Toxicity Category 1  
 Carcinogenicity Category 2  
 Acute Toxicity Inhalation Category 4

**HAZARD STATEMENTS:**

H304: May be fatal if swallowed and enters airways  
 H315: Causes skin irritation  
 H319: Causes serious eye irritation  
 H332: Harmful if inhaled  
 H335: May cause respiratory irritation  
 H351: Suspected of causing cancer

**PRECAUTIONARY STATEMENTS:**

P260: Do not breath dust/fume/gas/mist/vapors/spray  
 P264: Wash hands thoroughly after handling  
 P271: Use only in well ventilated area.  
 P280: Wear protective gloves, protective clothing, eye protection, and/or face protection

**HAZARD SYMBOLS:**

[Xn] Harmful

**RISK PHRASES:**


R26: Very toxic by inhalation  
 R36/37/38: Irritating to eyes, respiratory system and skin  
 R40: Limited evidence of carcinogenic effects  
 R65: Harmful: may cause lung damage if swallowed

**SAFETY PHRASES:**

S24/25: Avoid contact with skin and eyes  
 S36: Wear suitable gloves and eye/face protection  
 S37/39: Wear suitable gloves and eye/face protection  
 S45: In case of accident or if you feel unwell, seek medical advice immediately

## SECTION 2: HAZARD IDENTIFICATION (CONTINUED)

### NFPA HAZARD IDENTIFICATION

NFPA HAZARD IDENTIFICATION	DEGREE OF HAZARD	HAZARD RATINGS
	HEALTH: 1 FIRE: 2 REACTIVITY: 0	0 = LEAST 1 = SLIGHT 2 = MODERATE 3 = HIGH 4 = EXTREME

#### Acute

**EYE CONTACT:** Contact from asphalt and/or fumes directly to and around the eye can cause irritation including but not limited to; stinging, watering and redness. Hot product can cause thermal burns to the eyes. In any case, immediate medical treatment should be sought to protect the eye from damages.

**SKIN CONTACT:** Contact to the skin can cause mild irritation. Prolonged exposure with asphalt can cause discoloration, and heighten the skin sensitivity to the sun. Over time irritation can worsen causing dry skin, cracking, and even dermatitis. Heated asphalt and the fumes produced from the process can cause thermal burns. No harmful effects from skin absorption are to be expected.

**INHALATION:** Hot asphalt may release fumes and/or vapors. These fumes and/or vapors can be smoke, carbon dioxide, carbon monoxide, and unburned hydrocarbons. Exposure to these fumes and/or vapors can cause irritation of the nose and throat, with symptoms of dizziness, headache, loss of coordination, and/or drowsiness. These materials contain sulfur compounds which may form hydrogen sulfide. Hydrogen sulfide can be noticed by its rotten-egg odor. continued exposure to hydrogen sulfide(H<sub>2</sub>S) can deaden a person's sense of smell. At low levels of exposure, H<sub>2</sub>S causes eye irritation, and/or nose and throat irritation. Moderate levels of H<sub>2</sub>S can cause headache, dizziness, nausea, and vomiting, as well as coughing and difficulty breathing. Higher levels can cause shock, convulsions, coma and eventually death. When dealing with serious exposure symptoms usually begin immediately.

**INGESTION:** Do not ingest asphalt, Ingestion may cause thermal burns. Ingestion will result in irritation to the digestive tract, nausea, vomiting, and diarrhea.

**Chronic:** Breathing vapors or fumes from heated material may cause headaches, dizziness and lung irritation. Long-term exposure to high concentrations of asphalt fumes may cause chronic bronchitis and pneumonitis.

**TARGET ORGANS:** **Acute:** Eye, Respiratory System, Skin **Chronic:** Respiratory System

### SECTION 3: COMPOSITION and INFORMATION on INGREDIENTS

HAZARDOUS INGREDIENTS	CAS#	EINECS#	ICSC#	WT%	HAZARD CLASSIFICATION RISK PHRASES
ASPHALT	8052-42-4	232-490-9	0612	50-90%	HAZARD CLASSIFICATION: [Xn] HARMFUL, [Xi] IRRITANT RISK PHRASES: R26,R36/37/38
DIESEL FUEL	68476-34-6	270-676-1	1561	5-25%	HAZARD CLASSIFICATION: [XN] HARMFUL RISK PHRASES: R40
HYDROGEN SULFIDE	7783-06-4	231-977-3	0165	<0.1%	HAZARD CLASSIFICATION: [T]TOXIC RISK PHRASES: R26

### SECTION 4- FIRST-AID MEASURES

**EYE CONTACT:**

In the event of a thermal burn to the eyes; rinse eyes with cool water (not iced), and immediately seek medical attention. In the case of irritated eyes from fumes, flush with cool water. If the irritation persists seek medical assistance.

**SKIN CONTACT:**

Wash with cool water for mild irritation. If there is a thermal burn soak area in cool water for 15 minutes. In the case of a thermal burn DO NOT attempt to remove the asphalt and/or clothing as it may be adhered to the skin. Immediately seek medical assistance.

**INHALATION:**

Move the infected person to fresh air. If symptoms do not subside seek medical assistance. If a person is not breathing, clear the airway, and begin artificial respiration. Seek medical assistance immediately.

**INGESTION:**

Do not induce vomiting, have the person drink plenty of water, and immediately call poison control or seek medical attention.

### Section 5- Fire-Fighting Measures

**FLASH POINT:**

175°-230°F

**AUTOIGNITION TEMPERATURE:**

Not applicable

Flammable limits (in air by column, %): Lower (LEL): NA

Upper (UEL): NA

**OSHA FLAMMABILITY CLASS:**

Combustible material

**FIRE EXTINGUISHING MATERIALS:**

Dry chemical, foam spray, and carbon dioxide is recommended.

**UNUSUAL FIRE AND EXPLOSION HAZARDS:**

Although these products will burn, they will not readily ignite. Flammable and toxic hydrogen sulfide gases may form in the headspaces of tankers. The flammability of these spaces are contingent upon the values given for asphalts.

**Explosion Sensitivity to Mechanical Impact:**

Not Sensitive

## Section 5- Fire-Fighting Measures (cont.)

**Explosion Sensitivity to Static Discharge:** Sensitive

**SPECIAL FIRE-FIGHTING PROCEDURES:**

FLAMMABILITY



HEALTH

Cool burning areas with selected fire extinguishing materials. If at all possible keep runoff water out of storm drains, and bodies of water. Use eye protection, and in the case of structural fires, firefighters must wear Self-Contained breathing apparatuses with full protective equipment.

REACTIVITY

OTHER

## SECTION 6: ACCIDENTAL RELEASE MEASURES

**GENERAL:**

Before any action takes place make sure the area is safe and clear. Clear the area of all igniters, and contain the spill if applicable. For small spills mix in an absorbing agent and shovel into a container for disposal. For larger spills contain and mix with only inert materials. Avoid using combustive absorbers such as sawdust. contain spills, and/or run offs from entering drainage ditches or water. If the spill has reached navigable waters, contiguous zones, or adjoining shorelines. notify the national response center. (Phone Number 800-424-8802)

**WASTE DISPOSAL METHOD:**

Dispose of cutback asphalts according to Federal, State, provincial and local regulations.

## SECTION 7: HANDLING and STORAGE

**WORK AND HYGIENE PRACTICES:**

These products can impose serious threats. To prevent any harmful measures, avoid getting this product on you, or in you. Wash hands thoroughly after handling these products. Do not eat, drink, smoke, or apply cosmetics while working with this product. Always use in a well ventilated area. Avoid breathing the vapors. Remove or change clothing that have been soiled by these products immediately.

## SECTION 7: HANDLING and STORAGE (cont.)

### STORAGE AND HANDLING PRACTICES:

Always take the proper precautions to ensure you and the people around are safe. Use proper control measures while working with these products. Store in properly closed containers that are correctly labeled, and located in a well ventilated area. Normal storage temperatures for these products are anywhere between 70° and 200° degrees Fahrenheit. If these products are stored above or below these temperatures it can cause degradation to the product. These products can produce harmful hydrogen sulfide (H<sub>2</sub>S) gases, that can become trapped in the open cavities of the tanks/vessels used to hold the product. Before entering any tank/vessel carrying these products it should first be determine if there is a presence of (H<sub>2</sub>S). When opening tanks/vessels carrying these products always use eye protection and gloves. Tanks/Vessels can become pressurized, take precautions opening man ways covers, valves, and lids.

When storing these products in tanks that have heating options, make sure that all flues and/or heating coils are covered. Do not overheat these products doing so can be hazardous.

## SECTION 8: EXPOSURE CONTROLS-PERSONAL PROTECTION

CHEMICAL NAME	CAS#	ACGIH TWA	OASH TWA	NIOSH
ASPHALT	8052-42-4	0.5 mg/m <sup>3</sup>	NOT LISTED	0.5 mg/m <sup>3</sup>
DIESEL FUEL	68476-34-6	100mg/m	NOT LISTED	NOT LISTED
HYDROGEN SULFIDE	7783-06-4	1 PPM TWA	20 PPM CEILING	10 PPM

The ACGIH TLV is 0.5 mg/m<sup>3</sup> as the benzene extractable portion of the inhalable fraction of asphalt fume. The TLV may also be determined by unspecified "equivalent" methods. Currently, international exposure limits are not established for all of the components of this product. please check with competent authority in each country for the most recent limits in place.

### ENGINEERING CONTROLS FOR VENTILATION:

Use local exhaust or general dilution ventilation when using at elevated temperatures or during activities that generate vapors, to maintain levels below the aforementioned exposure limits. Eye wash and safety showers should be located near the work areas.

*The following information on appropriate personal protective equipment is provided to assist employers in compliance with OSHA regulations found in 29 CFR subpart I (beginning in 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Always check with local standards and practices for relevant details before handling this product.*

## SECTION 8: EXPOSURE CONTROLS-PERSONAL PROTECTION (cont.)

**RESPIRATORY PROTECTION:** Under normal conditions respiration is not necessary. If at all possible keep these products airborne contaminant concentrations below the guidelines listed above. If ventilation fails and respiration protection is needed, only use protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member States.

**EYE PROTECTION:** Wear safety glasses or chemical goggles that will prevent eye contact for the given situation. Use safety glasses that are accepted by U.S. OSHA 29 CFR 1910.132, Canadian CSA/ANSI codes. Like always, check local safety and practices standards.

**HAND AND BODY PROTECTION:** Always wear hand protection suitable for the task at hand. When handling this product use chemical resistant gloves to prevent skin contact. If handling the product while hot always wear insulated gloves. When dealing with these products it may be necessary to wear body protection such as, aprons, arm covers, face shield, or boots. For further safety refer to U.S. OSHA 29 CFR 1910.138 or appropriate standards of CSA/ANSI. Always work in accordance to local safety standards.

## SECTION 9: PHYSICAL and CHEMICAL PROPERTIES

PHYSICAL STATE:	Viscous liquid	BOILING POINT:	NOT APPLICABLE
APPEARANCE:	Dark liquid	pH:	NOT APPLICABLE
ODOR:	Mild Odor	SPECIFIC GRAVITY:	.8-1.0
ODOR THRESHOLD:	Mild	SOLUABILITY IN WATER:	INSOLUABLE
VAPOR PRESSURE (MMhg):	<1	VISCOSITY:	Variable
VAPOR DENSITY (AIR=1)	>1	MELTING POINT:	NOT APPLICABLE
EVAPORATION RATE (nBuAc=1):	Not Available		
SOFTENING POINT:	Not Applicable		

## SECTION 10: STABILITY and REACTIVITY

**STABILITY:** These products are classified as stable.

**DECOMPOSITION PRODUCTS:** These products can produce hydrogen sulfide if heated.

**MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:** These products could potentially pose a threat when mixed with water.

## SECTION 10: STABILITY and REACTIVITY (CONT.)

**HAZARDOUS**

Will not occur.

**POLYMERIZATION:****CONDITIONS TO AVOID:**

Contact with incompatible materials

## SECTION 11: TOXICOLOGICAL INFORMATION

**TOXICITY DATA:**

There is no toxicity data available for these mixtures

	Cas# 8052-42-4	Asphalt	
Acute Oral Toxicity LD50		5,001 mg/kg	Rat
Acute Dermal Toxicity LD50		2,001 mg/kg	Rat

**SUSPECTED CANCER****AGENT:**

These products contain ingredient(s) that have been found in one or more lists to be a suspected cancer-causing agent. Lists including but not limited to; FEDERAL OSHA Z LIST, NTP, CAL/OSHA, IARC.

**IRRITANCY OF PRODUCT:**

These products can cause irritations of the skin, eyes, and respiration.

**SENSITIZATION OF  
PRODUCT:**

This product is not known to be a sensitizer.

**REPRODUCTIVE TOXICITY  
INFORMATION:**

There is no information linking these products to adverse affects to the human reproductive system.

**CARCINOGENICITY NOTE:**

While studies have shown asphalt fume condensate fractions applied to mice in lab studies cause skin tumors, there is no results that have found asphalt fume breathed for extended periods of time to cause carcinogenic effects.

Exposure to humans in the community on low levels have not produced data signifying asphalt fumes cause any carcinogenic effects. However, those people working in paving and roofing companies being exposed to asphalt fumes for extended period of times have found asphalt to be carcinogenic, as found by the National Institute of Occupational Safety and Health (NIOSH). Currently the National Toxicology Program (NTP), the Occupational Safety and Health Administration (OSHA) have no evidence supporting asphalt being a carcinogen.

## SECTION 12: ECOLOGICAL INFORMATION

**ENVIRONMENTAL STABILITY:**

These products show no significant signs of adverse effects on the environment.

**EFFECTS OF MATERIAL ON  
PLANTS OR ANIMALS:**

At this point in time there is no evidence on these products effects on plants and animals.

**EFFECT OF CHEMICAL ON  
AQUATIC LIFE:**

There is also no current evidence on these products effects on aquatic life. Latex, however, found in some of the products listed has been found to be harmful to aquatic life.



## SECTION 13: DISPOSAL CONSIDERATIONS

**DISPOSAL:**

These products are not classified as hazardous materials under U.S. DOT, Canadian TDG regulations, EU Member States, Japan, or Australia. However, you should only dispose of these products in accordance to federal, state, providential, or local standards.

## SECTION 14: TRANSPORTATION INFORMATION

**US DOT, IATA, IMO, ADR:**

<b>PROPER SHIPPING NAME:</b>	Hot Asphalt, Cutback
<b>HAZARD CLASS NUMBER AND DESCRIPTION:</b>	Class 3 Combustible liquid
<b>UN IDENTIFICATION NUMBER:</b>	un 1999
<b>PACKING GROUP:</b>	PGII
<b>DOT LABELS REQUIRED:</b>	Combustible liquid
<b>NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER (2012):</b>	130
<b>MARINE POLLUTANT:</b>	None of the ingredients are classified by the dot as a marine pollutant.

**US DEPARTMENT OF TRANSPORTATION SHIPPING REGULATIONS (DOT)**

THIS PRODUCT IS CLASSIFIED AS DANGEROUS GOODS, PER US DOT REGULATIONS, UNDER 49CFR172.101

**INTERNATIONAL AIR TRANSPORTATION ASSOCIATION (IATA)**

THIS PRODUCT IS CLASSIFIED AS DANGEROUS GOODS, BY RULES OF IATA

**INTERNATIONAL MARITIME ORGANIZATION (IMO) DESIGNATION**

THIS PRODUCT IS CLASSIFIED AS DANGEROUS GOODS, BY THE IMO

**EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR)**

THIS PRODUCT IS CLASSIFIED AS DANGEROUS GOODS, BY THE ADR

**TRANSPORT CANADA, TRANSPORTATION OF DANGEROUS GOODS REGULATIONS**

THIS PRODUCT IS CLASSIFIED AS DANGEROUS GOODS, BY TRANSPORT CANADA

These products are not listed on the Hazardous Materials List (49 CFR 172.101)

## SECTION 15: REGULATORY INFORMATION

### UNITED STATES REGULATIONS

**TSCA:**

All components are listed on the US Toxic Substances Control Act (TSCA) inventory of chemicals

**SARA REPORTING REQUIREMENTS:**

These products are not subject to the reporting requirements of section 302, 304, and 313 of Title III of the Superfund Amendments and reauthorization act., as follows: THIS PRODUCT IS SUBJECT TO TIER II REPORTING REQUIREMENTS.

**SECTION 15: REGULATORY INFORMATION (CONTINUED)**

**UNITED STATES REGULATIONS (CONT.)**

Sara 311/312

Acute Health:	YES	Chronic Health:	YES
Fire:	NO	Reactivity:	NO

**U.S. SARA THRESHOLD PLANNING QUANTITY:**

There are no known Threshold Planning Quantities for these products. The default Federal SDS submission and inventory requirement filing threshold of 10,000 lb may apply, per 40 CFR 370.20

**CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65):**

These products contain ingredients found in the California Proposition 65 lists.

**U.S. CERCLA REPORTABLE QUANTITY (rq):**

None

**ATTENTION: THESE PRODUCTS CONTAIN AN INGREDIENT THAT IS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER OF REPRODUCTIVE SYSTEMS.**

**CANADIAN REGULATIONS:**

**CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:**

There are no components of these products on the CEPA First Priorities Substance Lists.

**CANADIAN WHMIS CLASSIFICATION AND SYMBOLS:**

These products are categorized as Class D Division 2B Materials causing other toxic effects as per the Controlled Product Regulations.

**CANADIAN DSL/NDL INVENTORY STATUS:**

All products and components of products are found on the DSL inventory list.

## SECTION 15: REGULATORY INFORMATION (CONTINUED)

### EUROPEAN ECONOMIC COMMUNITY INFORMATION:

Please refer back to section 2 for details

### JAPANESE INFORMATION FOR PRODUCT:

#### JAPANESE INFORMATION FOR PRODUCT:

The products and components of the aforementioned products are not listed as Class I specified chemical substances, Class II specified chemical substances, or designated chemical substances by the Japanese MITI.

### AUSTRALIAN INFORMATION FOR PRODUCT:

#### AUSTRALIAN INVENTORY OF CHEMICAL SUBSTANCES (AICS) STATUS:

The products and components of the products are listed on the AICS.

#### STANDARD FOR THE UNIFORM SCHEDULING OF DRUGS AND POISONS:

Not applicable

### INTERNATIONAL CHEMICAL INVENTORIES:

ASIA-PAC	LISTED
AUSTRALIAN INVENTORY OF CHEMICAL SUBSTANCES (AICS):	LISTED
KOREAN EXISTING NATIONAL INVENTORY OF CHEMICAL SUBSTANCES (ENCS):	LISTED
PHILIPPINES INVENTORY IF CHEMICALS AND CHEMICALS SUBSTANCES (PICCS):	LISTED
SWISS GIFTLISTE LIST OF TOXIC SUBSTANCES	LISTED
U.S. TSCA	LISTED

## SECTION 16: OTHER INFORMATION

PREPARED BY: JAMES KUNKEL

SDS COMPLIANCE PLUS

REVISION DATE: 3/20/2015

The information contained herein is based on the data available to us and is believed to be correct. However, MISSOURI PETROLEUM makes no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. This information and product is furnished on the condition that the person receiving it shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of use thereof.

**Bid Number: MM68**



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( MM68 )**

**Closing Date: October 04, 2017  
1:00 pm, CT, Wednesday**

Buyer Contact Name: Robert Wilson, Buyer, Boone County

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@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 113  
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](http://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 preceding 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: Robert Wilson, Buyer, Boone County Purchasing at 613 E. Ash St, Room 113, Columbia, Mo 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: [rwilson@boonecountymo.org](mailto:rwilson@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, 2018 THROUGH APRIL 30, 2018 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 113, Columbia, Mo 65201  
Contact: Robert Wilson, Buyer  
(573) 886-4393
2. City of Columbia, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, Mo 65201  
Contact: Melissa Pasley, Senior Procurement Officer  
(573) 817-5005

**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, 2018 through April 30, 2018 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.

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.)

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.



**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<sup>0</sup> 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: MM68 – 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&vgnextchannel=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.**



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

January

20

18

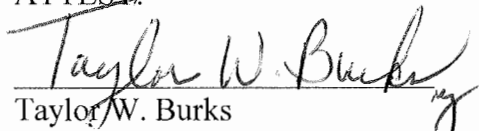
the following, among other proceedings, were had, viz:

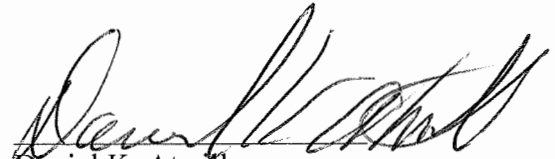
Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

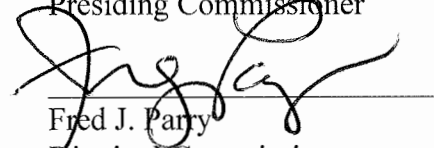
Done this 23rd day of January, 2018

ATTEST:

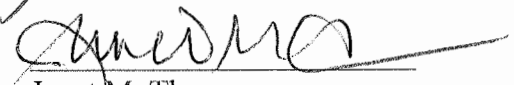
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



**Boone County Purchasing**  
**David Eagle**  
Purchasing Assistant



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

**MEMORANDUM**

TO: Boone County Commission  
FROM: David Eagle  
RE: Surplus Disposal  
DATE: January 8, 2018

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	NO TAG	30" W X 8' L X 19"H FOLDING TABLES (qty. of 62)		ELECTION AND REGISTRATION	FAIR	
2	NO TAG	80 USED METAL BALLOT BOXES 17 1/2" TALL - 14 1/2" WIDE		ELECTION AND REGISTRATION	FAIR	
3	NO TAG	60 USED METAL BOOT BOXES 15 3/4" LONG - 12" WIDE - 4" TALL		ELECTION AND REGISTRATION	FAIR	
4	NO TAG	41 STANDING ELECTION SIGNS ADA HANDICAP SIGNS 54 STANDING ELECTION NO CAMPAINING SIGNS		ELECTION AND REGISTRATION	FAIR	
5	NO TAG	THREE OKI MICOLINE 520 SERIES - NINE PIN PRINTERS		ELECTION AND REGISTRATION	FAIR	
6	12755	ES&S SERIES 550 CENTRAL OMR SCANNER		ELECTION AND REGISTRATION	FAIR	
7	11919	ES&S SERIES 550 CENTRAL OMR SCANNER		ELECTION AND REGISTRATION	FAIR	

8	11918	ES&S SERIES 550 CENTRAL OMR SCANNER		ELECTION AND REGISTRATION	FAIR	
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cc: Heather Acton. Auditor's office  
Surplus File

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

DEC 08 2017

BOONE COUNTY  
AUDITOR

Date: 12/08/2017

Fixed Asset Tag Number:

Description of Asset: <sup>62</sup> 4 four foot by eight foot folding table

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: fair

Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: Clerk's Election Warehouse

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 232-Equip. Replacement Fund

Signature

To be Completed by: AUDITOR NO Date

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds

2320-3836 Ha

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 28-2018

Date Approved 1-23-17

Signature

RECEIVED

# BOONE COUNTY

DEC 13 2017

## Request for Disposal/Transfer of County Property

BOONE COUNTY  
AUDITOR

Complete, sign, and return to Auditor's Office

Date: 12/12/2017

Fixed Asset Tag Number:

Description of Asset: <sup>80</sup> ~~85~~ Used metal ballot boxes 17 1/2" tall by 14 1/2" wide  
~~65~~ Used metal ballot boxes 15 3/4 long by 12" wide by 4" tall

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: fair

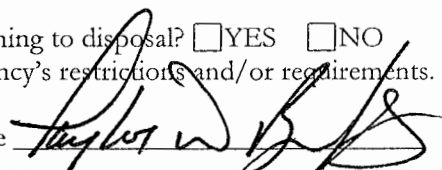
Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: Elections annex

Was asset purchased with grant funding?  YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES     NO  
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 232-Elec. Equip. Fund

Signature: 

**To be Completed by: AUDITOR**

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade      \_\_\_\_\_ Auction      \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other      Explain \_\_\_\_\_

Commission Order Number 28-2018

Date Approved 1-23-18

Signature: 

# BOONE COUNTY

RECEIVED

## Request for Disposal/Transfer of County Property

DEC 13 2017

Complete, sign, and return to Auditor's Office

BOONE COUNTY  
AUDITOR

Date: 12/12/2017

Fixed Asset Tag Number:

Description of Asset: 41 Standing Election signs, ADA Handicap signs, some with weighted bases  
54 Standing Election No Campaigning signs, some with weighted bases

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: fair

Reason for Disposition: no longer needed

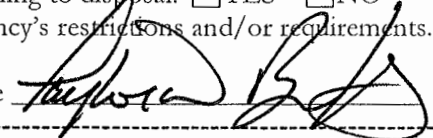
Location of Asset and Desired Date for Removal to Storage: Elections annex

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 232-Elec. Equip. Fund

Signature: 

To be Completed by: AUDITOR

Original Acquisition Date: No Data

G/L Account for Proceeds: 1190-3836 HA

Original Acquisition Amount: \_\_\_\_\_

Original Funding Source: \_\_\_\_\_

Account Group: \_\_\_\_\_

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number: 28-2018

Date Approved: 1-23-18

Signature: 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 12/12/2017

Fixed Asset Tag Number:

DEC 13 2017

Description of Asset: 3- Oki Micoline 520 Series 9 pin printers

BOONE COUNTY  
AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: fair

Reason for Disposition: no longer needed

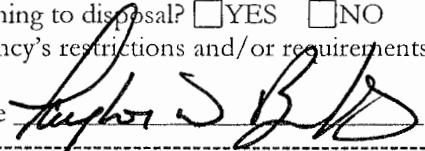
Location of Asset and Desired Date for Removal to Storage: Elections annex

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 232-Elec. Equip. Fund

Signature: 

**To be Completed by: AUDITOR** No Data

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 28-2018

Date Approved 1-23-18

Signature: 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/12/2017

Fixed Asset Tag Number: 12755

RECEIVED

DEC 13 2017

Description of Asset: 3- ES&S series 550 Central OMR Scanners

BOONE COUNTY  
AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: All electronics have been removed or destroyed

Reason for Disposition: no longer needed

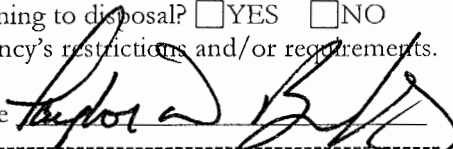
Location of Asset and Desired Date for Removal to Storage: Elections annex

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 232-Elec. Equip. Fund

Signature: 

**To be Completed by: AUDITOR**

Original Acquisition Date 8-31-00

G/L Account for Proceeds 1190-3835 HA

Original Acquisition Amount \$49,000.00

Original Funding Source 2731

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name Number

Location within Department

Individual

Trade Auction Sealed Bids

Other Explain

Commission Order Number 28-2018

Date Approved 1-23-18

Signature: 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/12/2017 Fixed Asset Tag Number: 11919

RECEIVED

DEC 13 2017

Description of Asset: 3- ES&S series 550 Central OMR Scanners

BOONE COUNTY  
AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: All electronics have been removed or destroyed

Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: Elections annex

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 232-Elec. Equip. Fund

Signature: *[Handwritten Signature]*

**To be Completed by: AUDITOR**

Original Acquisition Date 6-17-99

G/L Account for Proceeds 1190-3835 HQ

Original Acquisition Amount \$45,766.85

Original Funding Source 2731

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name Number

Location within Department

Individual

Trade Auction Sealed Bids

Other Explain

Commission Order Number 28-2018

Date Approved 1-23-18

Signature: *[Handwritten Signature]*



# BOONE COUNTY

CAPITAL

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/12/2017

Fixed Asset Tag Number: 11918

RECEIVED

DEC 13 2017

Description of Asset: 3- ES&S series 550 Central OMR Scanners

BOONE COUNTY  
AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: All electronics have been removed or destroyed

Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: Elections annex

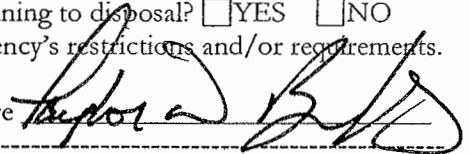
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 232-Elec. Equip. Fund

Signature



To be Completed by: AUDITOR

Original Acquisition Date 6-17-1999

G/L Account for Proceeds 1190-3835 HQ

Original Acquisition Amount \$45,766.85

Original Funding Source 2731

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 28-2018

Date Approved 1-23-18

Signature 

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ca.

In the County Commission of said county, on the 23rd day of January 20 18

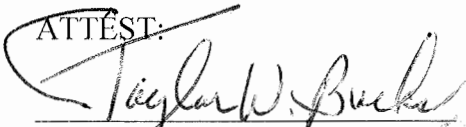
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the following list of surplus PC & Peripheral equipment through MRC Recycling Center.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

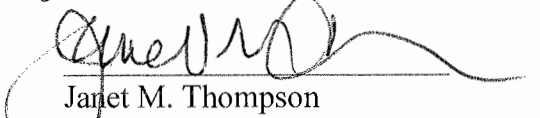
Done this 23rd day of January, 2018

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parn  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**Boone County Purchasing**  
**David Eagle**  
Purchasing Assistant



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

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**MEMORANDUM**

**TO:** Boone County Commission  
**FROM:** David Eagle  
**RE:** Computer and Peripheral Surplus Disposal  
**DATE:** January 11, 2018

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

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

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

	<b>Asset #</b>	<b>Description</b>	<b>Make &amp; Model</b>	<b>Department</b>	<b>Condition of Asset</b>	<b>Serial #</b>
1.	NO TAG	LAPTOP BAG		INFORMATION TECHNOLOGY	UNKNOWN	
2.	NO TAG	BOX OF CABLES		INFORMATION TECHNOLOGY	UNKNOWN	
3.	16084	DOCUMENT SCANNER	FUJITSU 5750C	RECORDER	UNKNOWN	

4.	16686	DOCUMENT SCANNER	FUJITSU 5750C	RECORDER	UNKNOWN	
5.	14329	19" LCD MONITOR	SHARP LLT19D1-B	HUMAN RESOURCES	UNKNOWN	
6.	15844	LASER MONOCHROME PRINTER	LEXMARK E250DN	COMMISSION	UNKNOWN	
7.	18270	THINKPAD W530 LAPTOP	LENOVO W530	INFORMATION TECHNOLOGY	UNKNOWN	
8.	18576	LASER MONOCHROME PRINTER	LEXMARK MS810DN	ASSESSOR	UNKNOWN	
9.	15610	17" LCD MONITOR	HP L1740	PROSECUTING ATTORNEY	UNKNOWN	
10.	14840	17" LCD MONITOR	HP L1740	PROSECUTING ATTORNEY	UNKNOWN	
11.	NO TAG	SERVER RACK	HP COMPAQ 9000	INFORMATION TECHNOLOGY	UNKNOWN	
12.	16132	SERVER NETWORK	HP DL360	INFORMATION TECHNOLOGY	UNKNOWN	
13.	18276	SERVER NETWORK	HP PROLIANT DL380	INFORMATION TECHNOLOGY	UNKNOWN	
14.	NO TAG	MEDIA TAPE DIVIDERS		INFORMATION TECHNOLOGY	UNKNOWN	
15.	NO TAG	TV STANDS		INFORMATION TECHNOLOGY	UNKNOWN	
16.	NO TAG	SERVER RACK	COMPAQ 9000	INFORMATION TECHNOLOGY	UNKNOWN	
17.	17480	TAPE DRIVE	CYBERNETIC CYTLL0108L400	INFORMATION TECHNOLOGY	UNKNOWN	
18.	17481	TAPE DRIVE	CYBERNETIC CYTLL0108L400	INFORMATION TECHNOLOGY	UNKNOWN	
19.	18219	SERVER NETWORK	DELL CUSTOM OEM	SHERIFF	UNKNOWN	
20.	18220	SERVER NETWORK	DELL CUSTOM OEM	SHERIFF	UNKNOWN	

21.	8648	LASER MONochrome PRINTER	HP LASERJET 4	SHERIFF	UNKNOWN	
22.	14324	LAPTOP NOTEBOOK	PANASONIC TOUGHBOOK CF29	SHERIFF	UNKNOWN	
23.	NO TAG	DATA TAPE STORAGE SHELVING		INFORMATION TECHNOLOGY	UNKNOWN	
24.	15926	17" LCD MONITOR	HP L1740	COUNTY CLERK	UNKNOWN	
25.	NO TAG	FAX/COPY	CANON	SHERIFF	UNKNOWN	
26.	NO TAG	POWER CABLES/DRIVER DVD'S		INFORMATION TECHNOLOGY	UNKNOWN	
27.	NO TAG	POWER CABLES/DRIVER DVD'S		INFORMATION TECHNOLOGY	UNKNOWN	
28.	14824	PROJECTOR	INFOCUS X2	SHERIFF	UNKNOWN	
29.	15437	17" LCD MONITOR	HP L1740	PROSECUTING ATTORNEY	UNKNOWN	
30.	15363	17" LCD MONITOR	HP L1740	PROSECUTING ATTORNEY	UNKNOWN	
31.	15092	17" LCD MONITOR	HP L1740	PROSECUTING ATTORNEY	UNKNOWN	
32.	14849	17" LCD MONITOR	HP L1740	COUNTY CLERK	UNKNOWN	
33.	18884	PC WORKSTATION	HP PRO 4300	SHERIFF	UNKNOWN	
34.	15474	17" LCD MONITOR	HP L1740	SHERIFF	UNKNOWN	
35.	16219	LAPTOP NOTEBOOK	TOSHIBA A135- S4407	SHERIFF	UNKNOWN	
36.	17790	LAPTOP NOTEBOOK	SONY VPCEG1BFX	SHERIFF	UNKNOWN	
37.	16244	19" MONITOR		CYBER CRIMES	UNKNOWN	

38.	17094	MOBILE PHONE EXAMINER		CYBER CRIMES	UNKNOWN	
39.	NO TAG	UGA/USB CABLES		INFORMATION TECHNOLOGY	UNKNOWN	
40.	18562	LAPTOP NOTEBOOK	HP COMPAQ 6910P	INFORMATION TECHNOLOGY	UNKNOWN	
41.	18563	LAPTOP NOTEBOOK	HP COMPAQ 6910P	INFORMATION TECHNOLOGY	UNKNOWN	
42.	14344	LAPTOP NOTEBOOK	HP NX9110	COLLECTOR	UNKNOWN	
43.	15660	LAPTOP NOTEBOOK	HP NW9440	INFORMATION TECHNOLOGY	UNKNOWN	
44.	16883	PC WORKSTATION	HP DC5800	INFORMATION TECHNOLOGY	UNKNOWN	
45.	16480	PC WORKSTATION	HP DC5800	INFORMATION TECHNOLOGY	UNKNOWN	
46.	15944	PC WORKSTATION	HP DC5700	INFORMATION TECHNOLOGY	UNKNOWN	
47.	14582	PC WORKSTATION	HP D530	INFORMATION TECHNOLOGY	UNKNOWN	
48.	18392	TABLET WINDOWS	LENOVO 3682-22U	ASSESSOR	UNKNOWN	
49.	NO TAG	PC WORKSTATION	HP DC5850	INFORMATION TECHNOLOGY	UNKNOWN	
50.	NO TAG	COMPUTER	DELL OPTIPLEX 960	INFORMATION TECHNOLOGY	UNKNOWN	
51.	7805	COMPUTER		CHILDREN SERVICES	UNKNOWN	
52.	8180	MONITOR		CHILDREN SERVICES	UNKNOWN	
53.	18932	DOCUMENT SCANNER	KODAK 12400 SERIES	PROSECUTING ATTORNEY	UNKNOWN	
54.	13883	USB PRINTER/SCANNER	VISIONEER 9450	RECORDER	UNKNOWN	

55.	NO TAG	16 MICOR RECEIVERS	MOTOROLA	JOINT COMMUNICATIONS	UNKNOWN	
56.	NO TAG	PEN SCANNERS	WASP (4) HP C4103A IR (4)	INFORMATION TECHNOLOGY	UNKNOWN	
57.	14283	LAPTOP	PANASONIC TOUGHBOOK	INFORMATION TECHNOLOGY	UNKNOWN	
58.	18670	PC WORKSTATION	HP D3K8OUT	COMMUNITY CHILDREN SERVICES	UNKNOWN	
59.	NO TAG	MICRO RECEIVERS	MOTOROLA	JOINT COMMUNICATIONS	UNKNOWN	
60.	NO TAG	CAMERA	AVIGILON	FACILITY SECURITY	UNKNOWN	
61.	NO TAG	POE INJSCTOR	ANTAIRA	FACILITY SECURITY	UNKNOWN	
62.	NO TAG	RACK	DELL	INFORMATION TECHNOLOGY	UNKNOWN	
63.	NO TAG	ASSORTED WIRES		INFORMATION TECHNOLOGY	UNKNOWN	
64.	NO TAG	FAX	BROTHER INTELIFAX 4750E	CORRECTIONS	UNKNOWN	
65.	17089	PC WORKSTATION	HP ELITE 7000	INFORMATION TECHNOLOGY	UNKNOWN	
66.	15567	LASER COLOR PRINTER	LEXMARK C920DTN	GIS	UNKNOWN	
67.	18005	PC WORKSTATION	HP COMPAQ 6200 PRO	COUNTY CLERK	UNKNOWN	
68.	14283	LAPTOP	PANASONIC CF-73JCQTXKM TOUGHBOOK	INFORMATION TECHNOLOGY	UNKNOWN	
69.	22172	TABLET I OS	APPLE IPAD MINI 128GB	PUBLIC WORKS	UNKNOWN	

cc: Heather Acton, Auditor  
Surplus File

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/17/17

Fixed Asset Tag Number: N/A

RECEIVED

NOV 21 2017

Description of Asset: Laptop bag

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: Poor (zipper broken)

Reason for Disposition: No longer used

Location of Asset and Desired Date for Removal to Storage: Surplus Room - GC Room 123

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: IT

Signature: W. L. R. N.

**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature: [Signature]



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/17/17

Fixed Asset Tag Number: N/A

RECEIVED

NOV 21 2017

Description of Asset: Box of cables

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: Good

Reason for Disposition: Not needed

Location of Asset and Desired Date for Removal to Storage: Surplus Room - GC Room 123

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: IT

Signature: WERN

**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature: [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/15/2017 FIXED ASSET TAG NUMBER: 00016084

DESCRIPTION: FUJITSU 5750C  
SCANNER DOCUMENT

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED MARCH 2007

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: RECORDER 1160 SIGNATURE: *Judy*

RECEIVED  
NOV 16 2017  
BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2007/04/27

G/L ACCOUNT FOR PROCEEDS 1190-3835 HQ

ORIGINAL ACQUISITION AMOUNT 6,311.05

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/15/2017

FIXED ASSET TAG NUMBER: 00016686

DESCRIPTION: FUJITSU 5750C  
SCANNER DOCUMENT

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED NOV 2008

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: RECORDER SIGNATURE: *Judy*

RECEIVED  
NOV 16 2017  
BOONE COUNTY AUDITOR

**AUDITOR**

ORIGINAL ACQUISITION DATE 2008/12/31

G/L ACCOUNT FOR PROCEEDS 2800-3835 NA

ORIGINAL ACQUISITION AMOUNT 6,785.99

ORIGINAL FUNDING SOURCE 2780

ACCOUNT GROUP 1603

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/15/2017

FIXED ASSET TAG NUMBER: 00014329

DESCRIPTION: SHARP LLT19D1-B  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED FEB-2011 POOR

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: HUMAN RESOURCES<sup>1115</sup> SIGNATURE: 

RECEIVED

NOV 16 2017

BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2003/12/31

G/L ACCOUNT FOR PROCEEDS 2101 - 3836 HA

ORIGINAL ACQUISITION AMOUNT 692.97

ORIGINAL FUNDING SOURCE 2772

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/15/2017

FIXED ASSET TAG NUMBER: 00015844

DESCRIPTION: LEXMARK E250DN  
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED JAN 2007 - POOR

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COUNTY COMMISSION <sup>1121</sup> SIGNATURE: *Judy*

### AUDITOR

ORIGINAL ACQUISITION DATE 2007/02/23

G/L ACCOUNT FOR PROCEEDS 1190-3836 HA

ORIGINAL ACQUISITION AMOUNT 310.68

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *Clayton H. Atwell*

RECEIVED

NOV 16 2017

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/15/2017

FIXED ASSET TAG NUMBER: 00018270

DESCRIPTION: LENOVO W530  
LAPTOP THINKPAD W530

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: *Judy*

### AUDITOR

ORIGINAL ACQUISITION DATE 2013/02/22

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 1,427.08

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *[Signature]*

RECEIVED  
NOV 16 2017  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/03/2017

FIXED ASSET TAG NUMBER: 00018576

DESCRIPTION: LEXMARK MS810DN  
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: Vendor Did Not Want Printer In Return Of Swap

CONDITION OF ASSET: REPLACED BY TAG #22254

REASON FOR DISPOSITION: PER MAINTENANCE AGREEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: ASSESSOR

SIGNATURE: 

### AUDITOR

ORIGINAL ACQUISITION DATE 2013/08/28

G/L ACCOUNT FOR PROCEEDS 1190-3836 #2

ORIGINAL ACQUISITION AMOUNT 2,257.76

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 

RECEIVED  
NOV 07 2017  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/07/2017

FIXED ASSET TAG NUMBER: 00015610

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

NOV 07 2017

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: PURCHASED 2006 - POOR

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: PROSECUTING ATTORNI SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 2006/08/24

G/L ACCOUNT FOR PROCEEDS 2903-3836 Ha

ORIGINAL ACQUISITION AMOUNT 227.00

ORIGINAL FUNDING SOURCE 2787

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/07/2017

FIXED ASSET TAG NUMBER: 00014840

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

NOV 07 2017

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: PURCHASED 2005 - POOR

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: PROSECUTING ATTORNI SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 2005/03/16

G/L ACCOUNT FOR PROCEEDS 1190-3836 *HR*

ORIGINAL ACQUISITION AMOUNT 337.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 11/13/17

Fixed Asset Tag Number: None

Description of Asset: HP Compaq 9000 Server Rack

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): Serial #104592

Condition of Asset:

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Information Technology 1170

Signature

*Judy*

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/08/2017

FIXED ASSET TAG NUMBER: 00016132

DESCRIPTION: HP DL360  
SERVER NETWORK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: *Judy*

RECEIVED  
NOV 08 2017  
BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2007/04/10

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 5,213.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2618

DATE APPROVED 1-23-18

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/08/2017 FIXED ASSET TAG NUMBER: 00018276

DESCRIPTION: HP PROLIANT DL380  
SERVER NETWORK

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

NOV 08 2017

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: *Judy*

**AUDITOR**

ORIGINAL ACQUISITION DATE 2013/02/22

G/L ACCOUNT FOR PROCEEDS 1190-3836 HA

ORIGINAL ACQUISITION AMOUNT 6,600.37

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-19

SIGNATURE *[Signature]*

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 10/27/17

Fixed Asset Tag Number: N/A

RECEIVED

Description of Asset: Media Tape Dividers (19)

NOV 01 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.):

Condition of Asset:

Reason for Disposition: No longer needed

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

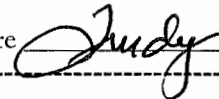
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170-Information Technology

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 10/27/17

Fixed Asset Tag Number: N/A

RECEIVED

Description of Asset: TV Stands (2)

NOV 01 2017

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset:

Reason for Disposition: No longer needed

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

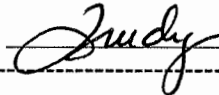
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170-Information Technology

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 Na

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10/27/17

Fixed Asset Tag Number: N/A

RECEIVED

Description of Asset: Compaq 9000 Server Rack

NOV 01 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): Serial #103143

Condition of Asset:

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

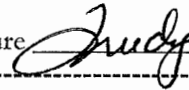
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170-Information Technology

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/30/2017

FIXED ASSET TAG NUMBER: 00017480

DESCRIPTION: CYBERNETIC CYTLL0108L400  
TAPE DRIVE

RECEIVED

NOV 01 2017

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 8/2010

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 2010/05/26

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 2,407.97

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29.2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/30/2017 FIXED ASSET TAG NUMBER: 00017481

DESCRIPTION: CYBERNETIC CYTLL0108L400  
TAPE DRIVE

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 8/2010

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 2010/05/26

G/L ACCOUNT FOR PROCEEDS 1190-3836 HQ

ORIGINAL ACQUISITION AMOUNT 2,407.98

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/30/2017

FIXED ASSET TAG NUMBER: 00018219

DESCRIPTION: DELL CUSTOM OEM  
SERVER NETWORK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF

SIGNATURE: *Judy*

RECEIVED  
NOV 01 2017  
BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2013/05/23

G/L ACCOUNT FOR PROCEEDS 2550-3835 HQ

ORIGINAL ACQUISITION AMOUNT 6,762.00

ORIGINAL FUNDING SOURCE 2746

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/30/2017

FIXED ASSET TAG NUMBER: 00018220

DESCRIPTION: DELL CUSTOM OEM  
SERVER NETWORK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF

SIGNATURE: *Judy*

RECEIVED

NOV 01 2017

BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2013/05/23

G/L ACCOUNT FOR PROCEEDS 2550-3835 *NA*

ORIGINAL ACQUISITION AMOUNT 8,162.00

ORIGINAL FUNDING SOURCE 2746

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *Donna K. Stull*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/30/2017

FIXED ASSET TAG NUMBER: 00008648

DESCRIPTION: HP LASERJET 4  
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED IN 1994 - VERY POOR

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF SIGNATURE: *Judy*

### AUDITOR

ORIGINAL ACQUISITION DATE 1994/03/28

G/L ACCOUNT FOR PROCEEDS 1190-3836 *HA*

ORIGINAL ACQUISITION AMOUNT 2,149.81

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *Clayton H. Stull*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/19/2017

FIXED ASSET TAG NUMBER: 00014324

DESCRIPTION: PANASONIC TOUGHBOOK CF29  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF

SIGNATURE: 

### AUDITOR

ORIGINAL ACQUISITION DATE 2004/04/08

G/L ACCOUNT FOR PROCEEDS 1190-3836 HA

ORIGINAL ACQUISITION AMOUNT 4,642.86

ORIGINAL FUNDING SOURCE 2744

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2618

DATE APPROVED 1-23-18

SIGNATURE 

RECEIVED

NOV 01 2017

BOONE COUNTY AUDITOR

Tag Number                      14324  
Description                      MOBILE DATA TERMINAL  
Acquire Date                      4082004                      Acquisition Amt                      4,642.86  
Location                      2701                      JOINT COMMUNICATION OPERATIONS

Notes Exist: N

Grant Name+ \_\_\_\_\_ Type+ \_\_\_\_\_  
% of Cost                      \_\_\_\_\_ Agency+ \_\_\_\_\_  
Pass Thru Agency+ \_\_\_\_\_

SEQ#	Grant / Percent	Type / Agency / Pass Agency
<u>1</u>	+ <u>STATE DOMESTIC PREPAREDNESS EQUIP SUP PG</u>	+ <u>FEDERAL</u>
	<u>100 %</u>	+ <u>U. S. DEPARTMENT OF HOMELAND SECURITY</u>
		+ <u>MISSOURI DEPARTMENT OF PUBLIC SAFETY</u>

Bottom

% TOTAL                      100                      F9=Grant Maint F11=Switch line Mode  
F3=Exit F4=Lookup(+) F5=Type Maint F6=Agency Maint F7=Pass Thru Maint F8=Notes




# Department of Public Safety Office of Homeland Security

## Equipment Disposition Request Form

**Purpose of Disposition of Equipment/Property:** When original or replacement equipment acquired with Homeland Security (HS) funds is no longer needed for the original project or program, the equipment may be retained, sold, or disposed, if not needed in any other Federally sponsored program. This form may be utilized to request to remove an equipment item from the inventory:

- 1) The subrecipient must obtain written (email) approval from the Division of Grants prior to disposing of any equipment purchased with HS funds.
  - a. Equipment with the per item fair market value of less than \$5,000.00 may be retained, sold, or disposed with no further obligation to the awarding agency.
  - b. Equipment with a per item fair market value of \$5,000.00 or more may be retained or sold. If sold, the awarding agency (OHS) shall have a right to the fair market value proceeds from the sale of the equipment.
  - c. See 2 CFR 200.313 Equipment and other capital expenditures, and Office of Homeland Security Ad
- 2) This form along with the approval will need to be maintained in the subrecipient grant files.
- 3) If requesting disposition of multiple equipment items at one time you may attach a spreadsheet that includes all if the information below. Also select, See attached

Requestor Name:	Job Title:	Agency:	Phone Number:	Signature:	Date:
Phillip Koons	Systems Support Analyst	County of Boone, Missouri	5738762136		10/16/2017

**Equipment Detail:**

Region:	A Urban	County:	Boone
Fiscal Year Purchased:	2004	Grant Program:	SHSGP
Title Holder Agency:	County of Boone	Equipment Location:	Joint Communications Operations
Equipment Description:	Mobile Data Terminal	Manufacturer and Model:	Panasonic Toughbook 29
Identification Number/Serial Number:	4BKYA20673	Quantity:	1
Acquisition Cost:	4642.86	Acquisition Date:	04/08/2004
Current Market Value:	500.00	% of Federal funds used in acquisition:	100
Requested Method of Disposition:	Recycling/Surplus		
Reason for Retirement: (Check appropriate box and not comments below)	<input checked="" type="checkbox"/> Expired (past useful shelf life)	<input type="checkbox"/> Missing or lost	
	<input checked="" type="checkbox"/> Obsolete (not in use)	<input type="checkbox"/> Transferred	
	<input type="checkbox"/> Disposed or discarded	<input type="checkbox"/> Stolen	
	<input type="checkbox"/> Damaged or destroyed	<input type="checkbox"/> Other	
Comments	Click here to enter text.		

## Trudy Fisher

---

**From:** Phillip Koons  
**Sent:** Monday, October 16, 2017 2:55 PM  
**To:** leeannjestis@mmpc.org  
**Cc:** Trudy Fisher  
**Subject:** Grant disposal request  
**Attachments:** GrantDisposalBooneCounty.pdf

Hello,

I've attached a grant disposal request form to this email to surplus a mobile data terminal. Please confirm when this can be disposed of.

Thank you!



**Phillip Koons** • *Systems Support Analyst*  
Boone County Government, Missouri  
Information Technology Department  
801 E Walnut, Room 220, Columbia MO 65201  
<tel:573-876-2136> [fax:573-886-4322](tel:573-886-4322) [pkoons@boonecountymo.org](mailto:pkoons@boonecountymo.org)  
<http://www.showmeboone.com>



**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 12/11/17

Fixed Asset Tag Number: No Tag

RECEIVED  
DEC 11 2017  
BOONE COUNTY AUDITOR

Description of Asset: Data Tape Storage Shelving

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): Vendor - Engineered Data Products

Condition of Asset: Age unknown. Contains Flex Pak Units

Reason for Disposition: No longer needed.

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Information Technology 1170

Signature \_\_\_\_\_

**To be Completed by: AUDITOR**

Original Acquisition Date NO Data

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED  
JUL 03 2017  
BOONE COUNTY  
AUDITOR

DATE: 06/30/2017

FIXED ASSET TAG NUMBER: 00015926

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COUNTY CLERK SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 2007/03/09

G/L ACCOUNT FOR PROCEEDS 1190-3836

ORIGINAL ACQUISITION AMOUNT 188.00

cef

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

**BOONE COUNTY**  
**Request for Disposal / Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

**RECEIVED**

JUN 12 2017

BOONE COUNTY AUDITOR

Date: 6/12/17

Fixed Asset Tag Number: N/A

Description of Asset: Canon Fax/Copy

Requested Means of Disposal:  Sell    Trade-In    Recycle/Trash    Other, Explain:

Other Information (Serial number, etc.): Serial #QAU22629 - F162002 - FaxPhoneL100

Condition of Asset: Poor

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

Was asset purchased with grant funding?  YES    NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES    NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Sheriff Department

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_ ?



Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

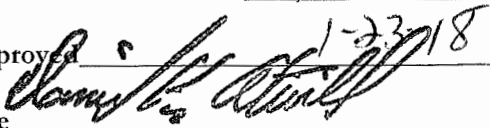
Individual \_\_\_\_\_

\_\_\_\_\_ Trade      \_\_\_\_\_ Auction      \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other      Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 7/10/17 Fixed Asset Tag Number: \_\_\_\_\_

Description of Asset: Power cables / driver DVDs

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): \_\_\_\_\_

Condition of Asset: good  
Reason for Disposition: not needed

Location of Asset and Desired Date for Removal to Storage: surplus room / N/A

Was asset purchased with grant funding?  YES  NO  
If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO  
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: IT Signature: WERN

**To be Completed by: AUDITOR** NO DATA G/L Account for Proceeds 1190-3836 NA

Original Acquisition Date \_\_\_\_\_  
Original Acquisition Amount \_\_\_\_\_  
Original Funding Source \_\_\_\_\_  
Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:  
\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_  
Location within Department \_\_\_\_\_  
Individual \_\_\_\_\_  
\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids  
\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018  
Date Approved 1-23-18  
Signature: [Signature]

**RECEIVED**  
JUL 11 2017  
**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 7/10/17

Fixed Asset Tag Number: \_\_\_\_\_

Description of Asset: Power cables / driver DVDs

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): \_\_\_\_\_

Condition of Asset: good

Reason for Disposition: not needed

Location of Asset and Desired Date for Removal to Storage: surplus room / N/A

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: IT

Signature: M. E. R. N.

**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_ G/L Account for Proceeds 1190-3836 HR

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature: [Signature]

RECEIVED

JUL 11 2017

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/30/2017

FIXED ASSET TAG NUMBER: 00014824

DESCRIPTION: INFOCUS X2  
PROJECTOR

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED IN 2005 - VERY POOR

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 4-26-05

G/L ACCOUNT FOR PROCEEDS 1190-3836 #2

ORIGINAL ACQUISITION AMOUNT \$949.99

ORIGINAL FUNDING SOURCE 2744

ACCOUNT GROUP 1604

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

RECEIVED  
NOV 01 2017  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/03/2017

FIXED ASSET TAG NUMBER: 00015437

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

AUG 03 2017

CONDITION OF ASSET: PURCHASED 2006 - NON-WORKING

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: PROSECUTING ATTORNI SIGNATURE: *Judy*

### AUDITOR

ORIGINAL ACQUISITION DATE 2006/05/05

G/L ACCOUNT FOR PROCEEDS 1190-3836 HR

ORIGINAL ACQUISITION AMOUNT 290.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *Samuel H. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/16/2017

FIXED ASSET TAG NUMBER: 00015363

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: PROSECUTING ATTORNI SIGNATURE: *Judy*

### AUDITOR

ORIGINAL ACQUISITION DATE 2006/03/14

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 304.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 8-23-17

SIGNATURE *[Signature]*

RECEIVED

AUG 16 2017

BOONE COUNTY AUDITOR



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/16/2017

FIXED ASSET TAG NUMBER: 00015092

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

**RECEIVED**

**AUG 16 2017**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: 1261 PROSECUTING ATTORNI SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 2005/07/19

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 319.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/18/2017

FIXED ASSET TAG NUMBER: 00014849

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: COUNTY CLERK 1132

SIGNATURE: 

RECEIVED

AUG 18 2017

BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2005/03/09

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 337.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

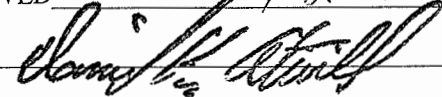
INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/29/2017 FIXED ASSET TAG NUMBER: 00018884

DESCRIPTION: HP PRO 4300  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

RECEIVED  
AUG 30 2017  
BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2014/02/28 G/L ACCOUNT FOR PROCEEDS 1190-3836 HA

ORIGINAL ACQUISITION AMOUNT 608.58

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/29/2017

FIXED ASSET TAG NUMBER: 00015474

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL ACQUISITION DATE 2006/05/22

G/L ACCOUNT FOR PROCEEDS 1190-3836 49

ORIGINAL ACQUISITION AMOUNT 290.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *[Signature]*

RECEIVED

AUG 30 2017

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/29/2017

FIXED ASSET TAG NUMBER: 00016219

DESCRIPTION: TOSHIBA A135-S4407  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: SHERIFF

SIGNATURE: 

RECEIVED  
AUG 30 2017  
BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2007/04/03

G/L ACCOUNT FOR PROCEEDS 1190-3836 HA

ORIGINAL ACQUISITION AMOUNT 689.98

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 



# State Cyber Crime Grant (SCCG)

## 2017 Compliance Training

Missouri Department of Public Safety  
Criminal Justice/Law Enforcement (CJ/LE) Unit

August 11, 2016

P.

# PROPERTY DISPOSITION

- Subrecipients are expected to use the approved equipment for the purpose for which it was acquired as long as needed.
  - If a SCCG-funded project ceases and there is still value in the property, DPS may request such property be made available for re-authorization to another SCCG-funded project.
- Replacement: May use the equipment to be replaced as a trade-in, or may sell the equipment and use the proceeds to offset the cost of the replacement equipment
  - Purchase of replacement property must take place soon enough after the sale of property to show that the sale and the purchase are related.
- Disposition: When original or replacement equipment acquired under an award is no longer needed for the original project, may dispose of the personal non-expendable property
  - \* – Items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to DPS.
  - Items with a current per unit fair market value in excess of \$5,000 may be retained or sold but the DPS shall have a right to an amount calculated by multiplying the current market value or proceeds from the sale by DPS' share of the equipment.
    - The seller is eligible for limited sale and handling costs of \$500 or 10% of the proceeds, whichever is less.
- Records for non-expendable property acquired with grant funds shall be retained for five (5) years after final disposition of property

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/29/2017

FIXED ASSET TAG NUMBER: 00017790

DESCRIPTION: SONY VPCEG1BFX  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: SHERIFF

SIGNATURE: 

RECEIVED

AUG 30 2017

BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2011/08/04

G/L ACCOUNT FOR PROCEEDS N/A NA

ORIGINAL ACQUISITION AMOUNT 589.87

ORIGINAL FUNDING SOURCE 2744

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

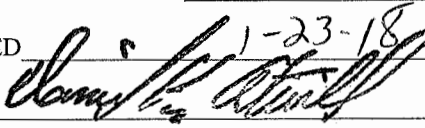
INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 





# State Cyber Crime Grant (SCCG)

## 2017 Compliance Training

Missouri Department of Public Safety  
Criminal Justice/Law Enforcement (CJ/LE) Unit

August 11, 2016

P.

# PROPERTY DISPOSITION

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- Records for non-expendable property acquired with grant funds shall be retained for five (5) years after final disposition of property

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 8-29-17

Fixed Asset Tag Number: 16244

Description of Asset:

Monitor 19"

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Surplus

Other Information (Serial number, etc.): F9TU71109833U

Condition of Asset: Poor- Purchased 2007

Reason for Disposition:

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Cyber Crimes

Signature: Judy

**To be Completed by: AUDITOR**

Original Acquisition Date 5-1-07

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$199.00

Original Funding Source 2731

Account Group 1603

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature: [Signature]

**RECEIVED**

AUG 30 2017

**BOONE COUNTY AUDITOR**



# **State Cyber Crime Grant (SCCG)**

## **2017 Compliance Training**

Missouri Department of Public Safety  
Criminal Justice/Law Enforcement (CJ/LE) Unit

August 11, 2016

P.

# PROPERTY DISPOSITION

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# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 8-29-17

Fixed Asset Tag Number: 17094

Description of Asset: Mobile Phone Examiner

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Surplus

Other Information (Serial number, etc.): Case and Cables

Condition of Asset:

Reason for Disposition:

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Cyber Crimes

Signature Judy

**To be Completed by: AUDITOR** Already Retired in

Original Acquisition Date \_\_\_\_\_ System G/L Account for Proceeds 1190-3836 HQ

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature [Signature]

RECEIVED

AUG 30 2017

BOONE COUNTY AUDITOR



# **State Cyber Crime Grant (SCCG)**

## **2017 Compliance Training**

Missouri Department of Public Safety  
Criminal Justice/Law Enforcement (CJ/LE) Unit

August 11, 2016

P.

# PROPERTY DISPOSITION

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- Records for non-expendable property acquired with grant funds shall be retained for five (5) years after final disposition of property



**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 8/22/17

Fixed Asset Tag Number: N/A

**RECEIVED**

Description of Asset: VGA/USB cables

AUG 23 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): \_\_\_\_\_

Condition of Asset: Good

Reason for Disposition: Not needed

Location of Asset and Desired Date for Removal to Storage: Surplus room, ASAP

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: IT

Signature WTRN

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 1190-3836 HR

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00018562

DESCRIPTION: HP COMPAQ 6910P  
LAPTOP NOTEBOOK

RECEIVED

AUG 22 2017

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: INFORMATION TECHNOLOGY SIGNATURE: Judy

**AUDITOR**

ORIGINAL ACQUISITION DATE 2008/12/11

G/L ACCOUNT FOR PROCEEDS 2701-3835 HQ

ORIGINAL ACQUISITION AMOUNT 18,110.00

ORIGINAL FUNDING SOURCE 2772

ACCOUNT GROUP 1604

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00018563

DESCRIPTION: HP COMPAQ 6910P  
LAPTOP NOTEBOOK

RECEIVED

AUG 22 2017

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: Judy

**AUDITOR**

ORIGINAL ACQUISITION DATE 2008/12/11

GL ACCOUNT FOR PROCEEDS 2701-3835 NA

ORIGINAL ACQUISITION AMOUNT 18,110.00

ORIGINAL FUNDING SOURCE \_\_\_\_\_

ACCOUNT GROUP 1604

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00014344

DESCRIPTION: HP NX9110  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: COLLECTOR

SIGNATURE: Judy

RECEIVED  
AUG 22 2017  
BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2004/04/27

G/L ACCOUNT FOR PROCEEDS 2110-3836 Ha

ORIGINAL ACQUISITION AMOUNT 1,384.39

ORIGINAL FUNDING SOURCE 2788

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00015660

DESCRIPTION: HP NW9440  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 2006/10/13

G/L ACCOUNT FOR PROCEEDS 1190-3836 Ha

ORIGINAL ACQUISITION AMOUNT 2,452.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

RECEIVED

AUG 22 2017

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00016883

DESCRIPTION: HP DC5800  
PC WORKSTATION

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

AUG 22 2017

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: 

### AUDITOR

ORIGINAL ACQUISITION DATE 2009/05/05

G/L ACCOUNT FOR PROCEEDS 1190-3836 Ha

ORIGINAL ACQUISITION AMOUNT 381.38

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

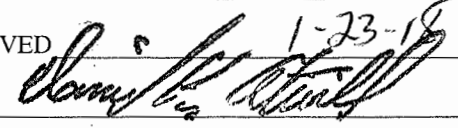
INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00016480

DESCRIPTION: HP DC5800  
PC WORKSTATION

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

AUG 22 2017

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: 

### AUDITOR

ORIGINAL ACQUISITION DATE 2008/06/11

G/L ACCOUNT FOR PROCEEDS 1190-3836 NR

ORIGINAL ACQUISITION AMOUNT 598.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

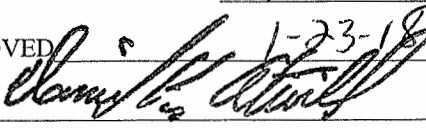
INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00015944

DESCRIPTION: HP DC5700  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: 

### AUDITOR

ORIGINAL ACQUISITION DATE 2007/03/22

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 610.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 

RECEIVED

AUG 22 2017

BOONE COUNTY AUDITOR



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00014582

DESCRIPTION: HP D530  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

RECEIVED

OTHER INFORMATION: \_\_\_\_\_

AUG 22 2017

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE 2004/09/09

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 1,487.00

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/22/2017

FIXED ASSET TAG NUMBER: 00018392

DESCRIPTION: LENOVO 3682-22U  
TABLET WINDOWS

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

AUG 22 2017

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: IT WILL DESTROY TABLET

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: N/A

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

DEPARTMENT: ASSESSOR 2010

SIGNATURE: *Judy*

### AUDITOR

ORIGINAL ACQUISITION DATE 2013/04/19

G/L ACCOUNT FOR PROCEEDS 2010-3836 NA

ORIGINAL ACQUISITION AMOUNT 1,259.94

ORIGINAL FUNDING SOURCE 2743

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *Donna L. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/22/17

FIXED ASSET TAG NUMBER: No Tag

DESCRIPTION: HP dc5850

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: Serial #MXL91513V4

CONDITION OF ASSET: Harddrive / Memory Removed

REASON FOR DISPOSITION:

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: Information Technology

SIGNATURE

*Judy*

**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 *AK*

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/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 \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *[Signature]*

RECEIVED  
AUG 22 2017  
BOONE COUNTY AUDITOR

## Trudy Fisher

---

**From:** Shannon Elmore <selmore@appriss.com>  
**Sent:** Thursday, October 15, 2015 11:35 AM  
**To:** Ryan Irish  
**Cc:** CFC Systems2; CFC Hardware  
**Subject:** RE: VINE PC Decommission - MO Boone County Adult Detention Facility

Ryan,

Yes, you can do whatever you want with that old computer once the HDD has been destroyed.

Thanks!

-----Original Message-----

**From:** Ryan Irish [mailto:RIrish@boonecountymo.org]  
**Sent:** Thursday, October 15, 2015 12:32 PM  
**To:** Shannon Elmore <selmore@appriss.com>  
**Cc:** CFC Hardware <CFCHardware@appriss.com>; CFC Systems2 <cfcsystems2@appriss.com>  
**Subject:** Re: VINE PC Decommission - MO Boone County Adult Detention Facility

Can we dispose of the PC? As in have it recycled (after we destroy the HDD).

>>> Shannon Elmore <selmore@appriss.com> 10/15/2015 11:27 AM >>>

Good Afternoon,

The older (Windows XP) PC located at the MO Boone County Adult Detention Facility has been decommissioned of all Appriss related software.

We ask that the HDD be destroyed, and the computer may remain in the possession of the MO Boone County Adult Detention Facility.

If you have further questions or concerns, please feel free to contact any Appriss Hardware Team member:  
855.349.4911.

Best Regards,

Shannon Elmore | Network Control Technician Appriss, Inc.  
855.349.4911 (toll free)

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/22/17

FIXED ASSET TAG NUMBER: No Tag

DESCRIPTION: Dell Optiplex 960

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: Service Tag #42WZRL1

CONDITION OF ASSET: Harddrive / Memory Removed

REASON FOR DISPOSITION:

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: Information Technology SIGNATURE *Judy*

**AUDITOR**  
ORIGINAL PURCHASE DATE NO DATA RECEIPT INTO 1190-3836 HA  
ORIGINAL COST \_\_\_\_\_ GRANT FUNDED (Y/N) \_\_\_\_\_  
ORIGINAL FUNDING SOURCE \_\_\_\_\_ GRANT NAME \_\_\_\_\_  
ASSET GROUP \_\_\_\_\_ % FUNDING \_\_\_\_\_  
AGENCY \_\_\_\_\_  
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 \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018  
DATE APPROVED 1-23-18  
SIGNATURE *[Signature]*

RECEIVED  
AUG 22 2017  
BOONE COUNTY AUDITOR

## Trudy Fisher

---

**From:** "Fitzgerald, David" <David.Fitzgerald@dps.mo.gov> <David.Fitzgerald@dps.mo.gov>  
**Sent:** Thursday, October 22, 2015 2:37 PM  
**To:** Ryan Irish  
**Subject:** RE: Boone County Coplink PC

Ryan,

Please dispose of the below computer, the State of Missouri does not want the computer returned.

Thank you,

David Fitzgerald, Program Manager  
State of Missouri - Department of Public Safety Office of Homeland Security PO Box 749 Jefferson City, MO 65101  
Telephone: (573) 526-4697  
Mobile: (573) 301-6799  
Email: David.Fitzgerald@dps.mo.gov

-----Original Message-----

From: Ryan Irish [mailto:RIrish@boonecountymmo.org]  
Sent: Thursday, October 22, 2015 10:56 AM  
To: Fitzgerald, David  
Subject: Boone County Coplink PC

The PC is a Dell optiplex 960., Service tag# 42WZRL1. Please let me know if you want the PC back or if we can dispose of it.

--Ryan

Ryan Irish  
Supervisor, Systems Analyst  
County of Boone, Missouri  
Information Technology Dept.  
801 E. Walnut, Room 220  
Columbia, MO 65201  
www.showmeboone.com  
rirish@boonecountymmo.org  
573-886-4445

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**  
AUG 24 2017  
BOONE COUNTY AUDITOR

Date: 8/24/17

Fixed Asset Tag Number: 07805

Description of Asset: Hard Drive

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Surplus

Other Information (Serial number, etc.): Left over equipment from Centralia Office

Condition of Asset: Old

Reason for Disposition: No longer needed

Location of Asset and Desired Date for Removal to Storage: First Chance For Children Storage 1010 Fay St.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2160/Lauren

Signature Lauren Schnitzler

**To be Completed by: AUDITOR** *Already Retired in*

Original Acquisition Date \_\_\_\_\_ *System*

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 8/24/17

Fixed Asset Tag Number: 08180

AUG 24 2017

Description of Asset: Monitor

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Surplus

Other Information (Serial number, etc.): Left over equipment from Centralia Office

Condition of Asset: Old

Reason for Disposition: No longer needed

Location of Asset and Desired Date for Removal to Storage: First Chance For Children Storage 1010 Fay St.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2160/Lauren

Signature Lauren Schnitzler

**To be Completed by: AUDITOR**

Original Acquisition Date 10-20-93

G/L Account for Proceeds 1190-3836 *NR*

Original Acquisition Amount \$ 263.00

Original Funding Source 2731, 2743, 2780  
*87.67 87.67 87.66*

Account Group 1603

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature *[Signature]*



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/07/2017

FIXED ASSET TAG NUMBER: 00018932

DESCRIPTION: KODAK I2400 SERIES  
SCANNER DOCUMENT

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: NO LONGER NEEDED

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: PROSECUTING ATTORNEY SIGNATURE: Judy

RECEIVED  
SEP 06 2017  
BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2014/04/03

G/L ACCOUNT FOR PROCEEDS 1190-3836 NA

ORIGINAL ACQUISITION AMOUNT 614.57

ORIGINAL FUNDING SOURCE 2731

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 07/24/2017

Fixed Asset Tag Number: 13883

Description of Asset: Visioneer 9450 USB Printer/Scanner

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Surplus/Disposal

Other Information (Serial number, etc.): S/N: TW102C91KZ300052

Condition of Asset: Good

Reason for Disposition: No Longer Needed; Replaced with newer equipment

Location of Asset and Desired Date for Removal to Storage: Recorder of Deeds, ASAP

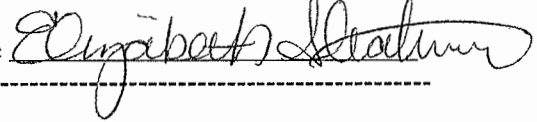
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1160 Recorder

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 2-27-03

G/L Account for Proceeds 2800-3836 Ha

Original Acquisition Amount \$460.34

Original Funding Source 2780

Account Group 1603

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

RECEIVED  
JUL 25 2017  
BOONE COUNTY AUDITOR

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 9/21/17

Fixed Asset Tag Number: none

Description of Asset:   (16) Motorola Micor Receivers  

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.):   list of SNs attached  

Condition of Asset: USED

Reason for Disposition: obsolete technology

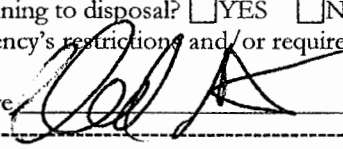
Location of Asset and Desired Date for Removal to Storage: ECC Lower Level entrance

Was asset purchased with grant funding?  YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2704 - JOINT COMM RADIO

Signature: 

**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds \_\_\_\_\_

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

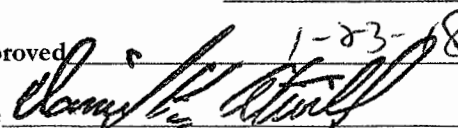
Individual \_\_\_\_\_

\_\_\_\_\_ Trade      \_\_\_\_\_ Auction      \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other      Explain \_\_\_\_\_

Commission Order Number   29-2018  

Date Approved   1-23-18  

Signature 

## Patricia Schreiner

---

**From:** William Dillamon  
**Sent:** Wednesday, September 20, 2017 1:34 PM  
**To:** Patricia Schreiner  
**Cc:** Joe Piper; Jim Lawler; Rodger Schlink; Dave Dunford  
**Subject:** Old Radio Receivers to be Decommissioned

Old radios that Dave says we no longer require. He has already discussed this with Pat and this list is just to assist with removing them from inventory.

MOTOROLA C03RTB-3108C:

1. SN: 273CKU0072 (RX:154.725)
2. SN: 273CWE0133 (RX:153.800)
3. SN: 273CKG0079 (RX:155.190)
4. SN: 273CWE0132 (RX:153.800)
5. SN: 273CKG0090 (RX:154.115)
6. SN: 273CKG0085 (RX:154.070)
7. SN: 273CKG0089 (RX:155.745)
8. SN: 273CTN0108 (RX:155.265) COC: 22122
9. SN: 273CWE0130 (RX:153.800)
10. SN: 273CKE0125 (RX:154.010)
11. SN: 273CKG0091 (RX:154.430)
12. SN: 273CKE0122 (RX:154.430)
13. SN: 273CVE0088 (RX:158.175)
14. SN: RA078R COC: 4444
15. SN: 273CKE0123 (RX:154.070)
16. SN: 273CVF0070 (RX:154.010)

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 9/22/17

Fixed Asset Tag Number: No Tags

Description of Asset: WASP Pen Scanners (4) and HP C4103A IR Scanners (4)

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Unknown

Reason for Disposition: No longer needed.

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123

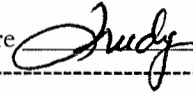
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Information Technology 1170

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**

Date: 09/19/17

Fixed Asset Tag Number: 14283

SEP 20 2017

Description of Asset: Panasonic CF-73JCQTXKM Toughbook

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Purchased 12/2003 - Harddrive/Memory Removed

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Information Technology

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 12-31-03

G/L Account for Proceeds N/A HQ

Original Acquisition Amount \$4,429.51

Original Funding Source 2772

Account Group 1603

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

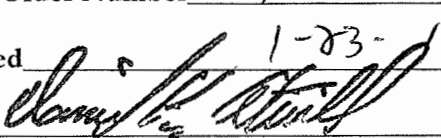
Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/19/2017

FIXED ASSET TAG NUMBER: 00018670

DESCRIPTION: HP D3K80UT  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COMMUNITY CHILDREN'S SIGNATURE: Judy

RECEIVED  
SEP 20 2017  
BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL ACQUISITION DATE 2013/12/06

G/L ACCOUNT FOR PROCEEDS 1190-3836 50% 2160-3836 50% NO

ORIGINAL ACQUISITION AMOUNT 616.18

ORIGINAL FUNDING SOURCE 2731, 2789

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

**RECEIVED**  
**SEP 21 2017**  
**BOONE COUNTY AUDITOR**

Date: 9/21/17

Fixed Asset Tag Number: none

Description of Asset: (16) Motorola Micor Receivers

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): list of SNs attached

Condition of Asset: USED

Reason for Disposition: obsolete technology

Location of Asset and Desired Date for Removal to Storage: ECC Lower Level entrance

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2704 - JOINT COMM RADIO

Signature

**To be Completed by: AUDITOR** No DATA

Original Acquisition Date

G/L Account for Proceeds 2700-3836 HPL

Original Acquisition Amount

Original Funding Source

Account Group

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name Number

Location within Department

Individual

Trade  Auction  Sealed Bids

Other Explain

Commission Order Number 29-2018

Date Approved 1-23-18

Signature *[Signature]*



## Patricia Schreiner

---

**From:** William Dillamon  
**Sent:** Wednesday, September 20, 2017 1:34 PM  
**To:** Patricia Schreiner  
**Cc:** Joe Piper; Jim Lawler; Rodger Schlink; Dave Dunford  
**Subject:** Old Radio Receivers to be Decommissioned

Old radios that Dave says we no longer require. He has already discussed this with Pat and this list is just to assist with removing them from inventory.

MOTOROLA C03RTB-3108C:

1. SN: 273CKU0072 (RX:154.725)
2. SN: 273CWE0133 (RX:153.800)
3. SN: 273CKG0079 (RX:155.190)
4. SN: 273CWE0132 (RX:153.800)
5. SN: 273CKG0090 (RX:154.115)
6. SN: 273CKG0085 (RX:154.070)
7. SN: 273CKG0089 (RX:155.745)
8. SN: 273CTN0108 (RX:155.265) COC: 22122
9. SN: 273CWE0130 (RX:153.800)
10. SN: 273CKE0125 (RX:154.010)
11. SN: 273CKG0091 (RX:154.430)
12. SN: 273CKE0122 (RX:154.430)
13. SN: 273CVE0088 (RX:158.175)
14. SN: RA078R COC: 4444
15. SN: 273CKE0123 (RX:154.070)
16. SN: 273CVF0070 (RX:154.010)

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 10-12-17

Fixed Asset Tag Number: No TAG

Description of Asset: AVILON 2.0W-H3PTZ-DP20 CAMERA

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): SERIAL # 111602152036

Condition of Asset: Non Functioning

Reason for Disposition: Damaged by lightning strike

Location of Asset and Desired Date for Removal to Storage: GC Rm 123 Any DATE

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1171 FACILITIES SECURITY

Signature [Signature]

**To be Completed by: AUDITOR** No Date

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature [Signature]

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 10-12-17

Fixed Asset Tag Number: No Tag

Description of Asset: ANTIARA POE Injector - Part # LNP-201A6-T

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): 40860160500091

Condition of Asset: Non functioning

Reason for Disposition: Damaged by lightning strike -

Location of Asset and Desired Date for Removal to Storage: 6C Rm 123 - Any Date

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: FACILITIES SECURITY

Signature: 

**To be Completed by: AUDITOR** No Data

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 No

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature: 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/6/17

Fixed Asset Tag Number: No Tag

RECEIVED

Description of Asset: Dell Rack

DEC 09 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): Serial #148346

Condition of Asset:

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

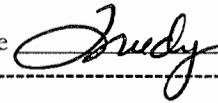
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Information Technology 1170

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO Date

G/L Account for Proceeds 1190-3836

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 11/29 Fixed Asset Tag Number: N/A

RECEIVED

NOV 29 2017

Description of Asset: Assorted wires

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: old

Reason for Disposition: not needed

Location of Asset and Desired Date for Removal to Storage: Surplus Room

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: IT 1170

Signature [Signature]

**To be Completed by: AUDITOR**

Original Acquisition Date NO Date

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 11/22/17

FIXED ASSET TAG NUMBER: N/A

DESCRIPTION: Brother Intellifax 4750E Serial #U60283L5J376865

REQUESTED MEANS OF DISPOSAL: Your Decision

OTHER INFORMATION: Non-functional fax machine

CONDITION OF ASSET: Non-Working

REASON FOR DISPOSITION: Non-working

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

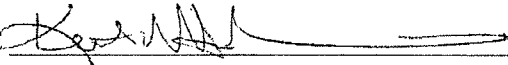
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO

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

DEPARTMENT: 1255

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO Data

RECEIPT INTO 1190-3836 HQ

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

AGENCY \_\_\_\_\_

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 \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE 

RECEIVED  
NOV 30 2017  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/12/2016

FIXED ASSET TAG NUMBER: 00017089

DESCRIPTION: HP ELITE 7000  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOL<sup>1170</sup> SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 2-24-10  
ORIGINAL COST 846.25  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HR  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

RECEIVED

AUG 15 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/06/2016 FIXED ASSET TAG NUMBER: 00018005

DESCRIPTION: HP COMPAQ 6200 PRO  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COUNTY CLERK 1132 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 5-24-12  
ORIGINAL COST 576.02  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

#### APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE *Dennis H. Atwell*

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 09/19/17

Fixed Asset Tag Number: 14283

SEP 20 2017

Description of Asset: Panasonic CF-73JCQTXKM Toughbook

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Purchased 12/2003 - Harddrive/Memory Removed

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

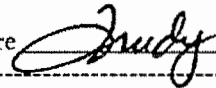
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Information Technology

Signature



To be Completed by: AUDITOR

Original Acquisition Date 12-31-03

G/L Account for Proceeds N/A HQ

Original Acquisition Amount \$4,429.51

Original Funding Source 2772

Account Group 1603

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 29-2018

Date Approved 1-23-18

Signature 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/02/2017

FIXED ASSET TAG NUMBER: 00022172

DESCRIPTION: APPLE IPAD MINI 128GB  
TABLET IOS

RECEIVED

REQUESTED MEANS OF DISPOSAL: ~~REPLACEMENT~~  
IT will destroy tablet. j

AUG 03 2017

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: DAMAGED

REASON FOR DISPOSITION: REPLACEMENT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: N/A

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

DEPARTMENT: PUBLIC WORKS 2040 SIGNATURE: Judy

### AUDITOR

ORIGINAL ACQUISITION DATE ~~01/01/00~~ 2017 G/L ACCOUNT FOR PROCEEDS N/A NA

ORIGINAL ACQUISITION AMOUNT 523.12

ORIGINAL FUNDING SOURCE 2741

ACCOUNT GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 29-2018

DATE APPROVED 1-23-18

SIGNATURE [Signature]

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the

23rd

day of

January

20

18

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

Now on this day the County Commission of the County of Boone does hereby call for an election to be held in said County on Tuesday, the 3rd day of April, 2018, for the purpose of electing one (1) member of the County Hospital Board of Trustees. One trustee elected shall serve for a term of 5 years.

Said Commission hereby adopts the following Notice of Election and Sample Ballot for said election:

STATE OF MISSOURI  
COUNTY OF BOONE

Notice is hereby given to the qualified electors of the County of Boone, Missouri, that the County Commission of said County has called for an election to be held on Tuesday, the 3rd day of April, 2018, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said day for the purpose of electing one (1) member of the County Hospital Board of Trustees. One trustee elected shall serve for a term of 5 years.

The ballot at said election shall be in substantially the following form:

OFFICIAL BALLOT  
COUNTY OF BOONE, MISSOURI  
Tuesday, April 3, 2018

FOR HOSPITAL TRUSTEE:  
(VOTE FOR 1) (5 YEAR TERM)

GREG STEINHOFF  
MARK K. DEMPSEY

The Commission further orders the election to be conducted by the Clerk of said County pursuant to the provisions of Chapter 115 RSMo.

Done this 23rd day of January, 2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

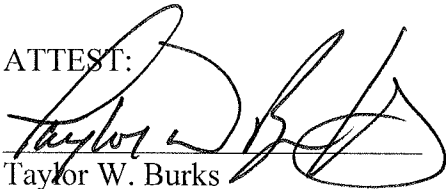
In the County Commission of said county, on the

day of

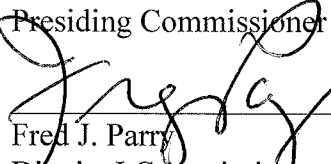
20

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

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
5 year term

To Taylor W. Burks, Boone County Clerk

Date 1/11/18

I, Greg Steinhoff a resident and registered voter of the County of Boone and the state of Missouri, residing at 5708 Sundance Dr. Columbia, MO 65203

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal election to be held on the 3rd day of April, 2018.

-I further declare that if elected to such office I will qualify.  
-I further declare that I have no outstanding campaign disclosure reports due from any prior elections.  
-I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

[Signature]  
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>Greg Steinhoff</u>
Address	<u>5708 Sundance Dr. Columbia, MO 65203</u>
Mailing Address (if different)	_____
Telephone # (optional)	<u>573-239-5213</u>

Random #: \_\_\_\_\_

## AFFIDAVIT

STATE OF MISSOURI }  
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

[Signature]  
Signature of Candidate

Subscribed and sworn to before me this 11<sup>th</sup> day of January, 2018.

[Signature]  
Signature of election official or other officer authorized to administer oaths

Date Filed: 1/11/18

Time Filed: 10:51 AM

Deputy Initials: [Initials]

# DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
5 year term

To Taylor W. Burks, Boone County Clerk

Date January 16, 2018

I, Mark K. Dempsey a resident and registered voter of the County of  
Boone and the state of Missouri, residing at 3503 Tofanga Dr., Columbia,  
Missouri 65202

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal  
election to be held on the 3rd day of April, 2018.

-I further declare that if elected to such office I will qualify.  
-I further declare that I have no outstanding campaign disclosure reports due from any prior elections.  
-I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor  
under the federal laws of the United States of America and that I have not been convicted of or found  
guilty of or pled guilty to a felony under the laws of Missouri.

Mark K. Dempsey  
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>Mark K. Dempsey</u>
Address	<u>3503 Tofanga Dr, Col., MO 65202</u>
Mailing Address (if different)	_____
Telephone # (optional)	<u>573-442-7284</u>

Random #: \_\_\_\_\_

## AFFIDAVIT

STATE OF MISSOURI }  
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to  
the best of my knowledge, true.

Mark K. Dempsey  
Signature of Candidate

Subscribed and sworn to before me this 16<sup>th</sup> day of January, 2018.

Matthew Under  
Signature of election official or other officer  
authorized to administer oaths

Date Filed: 1/16/18

Time Filed: 11:21 AM

Deputy Initials: mu

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 20 18

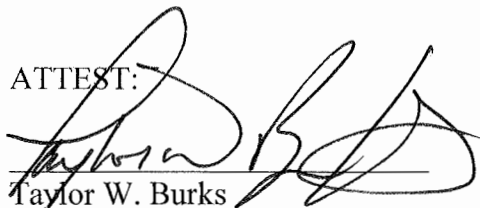
In the County Commission of said county, on the 23rd day of January 20 18 the following, among other proceedings, were had, viz:

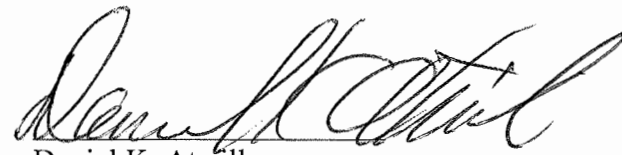
Now on this day the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of Commissioner of the Centralia Special Road District. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Jamie Mills, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 3, 2018 election.

It is further ordered the Boone County Commissioners are hereby authorized to sign the commission for Jamie Mills to serve as Commissioner of Centralia Special Road District for a three-year term.

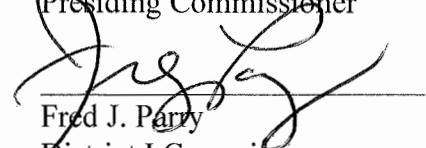
Done this 23rd day of January, 2018

ATTEST:

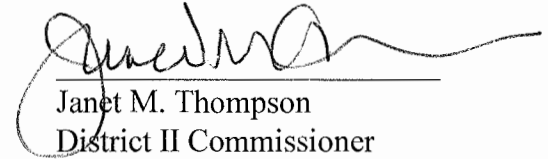
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

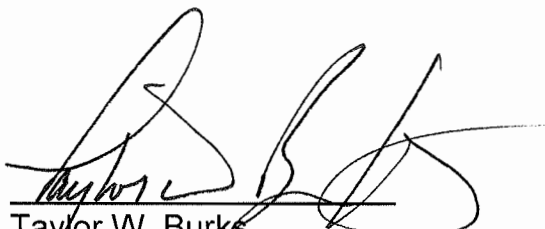


**TAYLOR W. BURKS**  
**BOONE COUNTY CLERK**  
801 E. WALNUT, ROOM 236  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4295  
FAX (573) 886-4300

I, Taylor W. Burks, County Clerk and Election Authority in and for the County of Boone, State of Missouri, hereby certify that:

1. At the close of filing for Commissioner of Centralia Special Road District at 5:00 p.m. on January 16, 2018 the number of candidates filed for the position equaled the number of positions to be elected.
2. The notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district.

Given under my hand and seal this 23rd day of January, 2018.

  
Taylor W. Burks  
Boone county Clerk

(SEAL)



DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }
County of Boone } ss.

To Taylor W. Burks, Boone County Clerk

Date 12-18-17

I, Jamie Mills a resident and registered voter of the County of Boone and the state of Missouri, residing at 18650 N. Roddy Rd, Centralia MO 65240

do announce myself a candidate for the office of Commissioner of Centralia Special Road District to be voted for at the municipal election to be held on the 3rd day of April, 2018.

- I further declare that if elected to such office I will qualify.
-I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
-I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

Signature of Candidate (handwritten signature)

NOTICE
Type or print your name exactly as you desire it printed on the ballot.
Name Jamie Mills
Address 18650 N. Roddy Rd
Mailing Address (if different)
Telephone # (optional)

AFFIDAVIT

STATE OF MISSOURI }
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

Signature of Candidate (handwritten signature)

Subscribed and sworn to before me this 18th day of December, 2017.

Signature of election official or other officer authorized to administer oaths (handwritten signature)

Date Filed: 12/18/17

Time Filed: 10:45 AM

Deputy Initials: HRC



Missouri Ethics Commission (MEC)

# Notice to Candidate

Personal Financial Disclosure (PFD) (aka: Financial Interest Statement)

### Part One: Candidate Information

Candidate's Name: Jamie Mills Political Subdivision: Centralia Special Road District  
 Office Sought: Commissioner Date of Election: April 3, 2018

### Part Two: Filing Status (Election Official: Select Option A or B. If select Option B, complete Sections 1 & 2)

#### Option A. Candidate does not have to file a PFD/Financial Interest Statement because:

- The political subdivision's annual operating budget (AOB) is \$1 million or under.
- The political subdivision's AOB is over \$1 million and the subdivision has a conflict of interest ordinance on file with MEC that does not require a candidate running for this position (office sought) to file. (NOTE: if candidate has had a business transaction with the subdivision, refer to Option B, Section 1, Item 1)
- The office sought is committeeman or committeewoman.

#### Option B. Candidate must file a PFD/Financial Interest Statement with MEC because:

##### Section 1:

- The political subdivision has an AOB over \$1 million and the subdivision has a conflict of interest ordinance on file with the MEC that specifically 1) requires a candidate running for this position (office sought) to file, **OR** 2) requires a candidate (including spouse, children, parents, or a business in which they owned a substantial interest) that has had a business transaction with the political subdivision in excess of \$500 in the preceding twelve months to file pursuant to §105.485.4(1) RSMo.
- The political subdivision has an AOB over \$1 million and the subdivision does **NOT** have a conflict of interest ordinance on file with the MEC and the candidate is required to file pursuant to §105.483-§105.492 RSMo.
- Candidate is a new Associate Circuit Judge Candidate (all other judicial candidates file with the Supreme Court).

##### Section 2: Candidates required to file must be informed of the following deadlines/penalties:

- If PFD/Financial Interest Statement is not filed by \_\_\_\_\_ (14 days after filing closing date);  
**PENALTY:** Candidate will be assessed a minimum of **\$10 per day late fee** for each day the report is late.
- If PFD/Financial Interest Statement is not filed by \_\_\_\_\_ (21 days after filing closing date);  
**PENALTY:** Candidate will be **disqualified as a candidate** and his/her name will be removed from the ballot.

NOTE: If the political subdivision has a conflict of interest ordinance on file with the MEC:

- And the above filing deadlines are not met; penalties (if any) are assessed by the political subdivision according to its ordinance.
- Candidate must also file a copy of his or her PFD with the governing body/subdivision.

### Part Three: Acknowledgement (completed by candidate & witnessed by election official):

I, Jamie Mills (Print name) hereby acknowledge that I have received:

**Notice to Candidate**, (written notice of candidate's obligation to file a PFD/Financial Interest Statement, including the consequences for failure to file on time); and

**Guide to Ethics Law - A Plain English Summary**, (regarding laws governing candidates for election to office in Missouri) and I hereby acknowledge the authority of the Missouri Ethics Commission, or the political subdivision for which I am filing, in enforcing said laws.

Jamie Mills  
Signature of Candidate

\_\_\_\_\_  
Candidate's Email Address (Optional)

Heath Russer  
Signature of Election Official (Witness)


12/18/17  
Date



Missouri Department of Revenue  
**Candidate's Affidavit of Tax Payments  
 and Bonding Requirements**

<b>Candidate Information</b>	First Name <i>Jamie</i>		Middle Name <i>E</i>		Last Name <i>Mills</i>	
	Social Security Number		County of Residence <i>Boone</i>		Telephone Number* <i>(573) 881-1999</i>	
	Street Address* <i>18650 N. Roddy</i>		City <i>Centralia</i>		State <i>MO</i>	Zip Code <i>65240</i>
	Elected Office Candidate is Seeking <i>Centralia Spec. Road</i>		E-mail Address <i>jandlmills@centurytel.net</i>			
	* Please update the Department should any information change					

<b>Signature</b>	Declaration under <b>115.306, RSMo</b> : I hereby declare under penalties of perjury that I am not currently aware of any delinquency in the filing or payment of any state income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on my declaration of candidacy, or that I am not a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute. I declare under penalties of perjury that I am not aware of any information that would prohibit me from fulfilling any bonding requirements for the office for which I am filing.	
	Signature <i>Jamie Mills</i>	Date (MM/DD/YYYY) <i>11.18.2017</i>

<b>Notary Information</b>	Embosser or black ink rubber stamp seal 		Subscribed and sworn before me, this <i>18th</i> day of <i>December</i> year <i>2017</i>		
	State <i>MO</i>		County (or City of St. Louis) <i>Boone</i>	My Commission Expires (MM/DD/YYYY) <i>12.19.2017</i>	
	Notary Public Signature <i>Heather N. Russell</i>				
	Notary Public Name (Typed or Printed) <i>Heather N. Russell</i>				

Please review 115.306, RSMo. A failure to comply may disqualify you from the ballot. Upon request by the Department of Revenue, the candidate shall provide a copy of tax receipts for the candidate's personal property, municipal, and real property taxes, and any other information necessary to demonstrate compliance with 115.306, RSMo.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

January

20

18

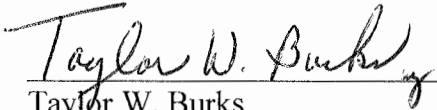
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Howe Company, LLC.


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

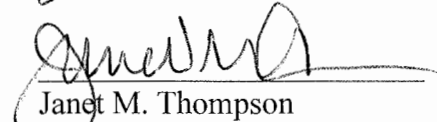
Done this 23rd day of January, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the \_\_\_\_\_ day of January, 2018, 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; 804 E Patton Street; Macon, MO 63552

Project/Work Description: Replacement of bridge #BR0420020 on Dripping Springs Road over Silver Fork Creek

Proposal Description: Consultant will provide construction phase services and assistance in preparing the soft match credit submittal as specified in the attached proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$12,400.00 plus round trip mileage to work site & concrete plant using IRS established rate plus 10% for Construction Phase Services and \$5,000.00 lump sum for Soft Match Credit Submittal 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 [Signature]  
Title Manager of LLC/Principal

Dated: Jan. 4, 2018

BOONE COUNTY, MISSOURI

By [Signature]  
Presiding Commissioner

Dated: 1-23-18

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
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.

[Signature] 1/11/18 2041-71102  
Auditor Date

December 12, 2017

Jeff McCann, P.E.  
Chief Engineer  
Boone County Resource Management  
Columbia, MO

**RE: Proposal for Construction Phase Services & Soft Match Credit Submittal for the removal and replacement of Bridge No. 0420020 on Dripping Springs Road.**

Dear Mr. McCann,

We propose to offer the services described in this letter based on the project description enclosed.

#### **Project Description**

The following project description was used to develop the scope of work and fee for the project.

- The existing bridge will be removed and replaced with a new single span prestressed concrete girder bridge with a composite concrete deck. The new bridge shall, in general, follow the existing alignment with minor improvements to the horizontal and vertical roadway alignment. The rail on the bridge shall be a Kansas corral style with modifications to allow the connection of steel approach rails. The road will be closed to through traffic. A detour route will be marked. All removal and construction activities will be performed by a contractor. No in-kind work will be performed by County forces. In general, design services will be provided by Howe Company, LLC and bidding & construction services will be provided by Boone County. BRO funding will not be used.
- The bridge will be designed for a clear width between the guard rails equal to 24-26 feet. This dimension will be finalized during the preliminary design process.
- Design Speed will not exceed 35 mph.
- The design truck loading will be the HS20-44 and 3S2. The bridge will be load rated for the HS20-44, H20, and 3S2.
- The utilities which are expected to require coordination efforts include telephone and power. Based on the absence of markers and visible valves in the immediate vicinity of the bridge, no gas or water mains are expected in the project area.

## SCOPE OF SERVICES

### ARTICLE I – SCOPE OF SERVICES

#### A. CONSTRUCTION PHASE –

1. If requested, participate in a preconstruction conference to discuss project details with the Contractor.
2. As requested by Boone County staff, make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be Accomplished by the Contractor.
3. As requested by Boone County staff, make periodic visits to the precast concrete plant to observe the progress and quality of work of the precast concrete components, and to determine if the work conforms to the contract documents.
4. Review and comment on or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgement to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;

**B. SOFT MATCH CREDIT SUBMITTAL PREPARATION**

1. Receive copies of construction contracts, pay requests, change orders, and documentation of Boone County staff costs associated with the project.
2. Assemble a soft match credit submittal packet and receive signed letters from Boone County (prepared by Howe Co).
3. Scan to PDF and email to the appropriate MoDOT representative.
4. Respond to requests for information from MoDOT if needed.
5. Provide a copy of the PDF file to Boone County Resource Management.



### EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

1. Hydraulic studies for the purposes of recommending a bridge opening size, etc.
2. Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo Dept of Conservation U.S. Fish & Wildlife, or the FHWA.
3. Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
4. The design, development, coordination of wetland mitigation plans, reports, etc.
5. Administration, coordination, preparation, appraisals, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
6. Surveying, staking, re-design efforts, etc. to avoid conflict with at utility.
7. Preparation & coordination efforts required for utility agreements.
8. Testing of compaction & moisture for embankment, base, and pavement.
9. Preparation and submittal of documentation to support the use of In-kind work by County forces.
10. Mitigation of adverse effects to archeological Studies, Historical Reports as requested by permitting agencies.
11. Construction observation & administration of the construction contract.
12. Staking & layout of the structure for construction.
13. Re-design efforts that affect roadway alignment, grading, etc. deemed required by Boone County after preliminary plans have been approved by Boone County.
14. Prepare and submit applications for permits related to noise abatement and air quality, if necessary.
15. Arrange and pay for a qualified inspector to perform an inspection of the structure for asbestos and lead in accordance with MoDNR requirements related to demolition.

**Compensation:**

Construction Phase Services are billed on an hourly basis up to a maximum of 80 hours of staff time without prior written authorization. Mileage for round trips to the site or precast concrete plant will also be billed for Construction Phase Services.

Fees and expenses for Soft Match Credit Submittal Preparation shall not exceed \$5,000.00 (Five thousand dollars) Lump Sum without prior written approval of Owner.

Please contact me with any questions at [shannon@howecompany.com](mailto:shannon@howecompany.com) or 660-395-4693 or 660-651-1582. Thank you for the opportunity to work for Boone County. We appreciate your business.

Sincerely,



Shannon J. Howe, P.E., S.E.  
Howe Company, LLC

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the

23rd

day of January

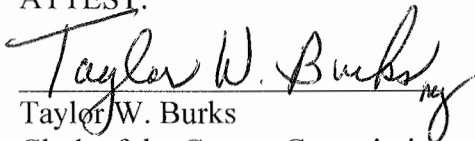
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the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application proposal for the Domestic Relations Program for Parents and Children as submitted by the 13<sup>th</sup> Judicial Circuit, Family Court.

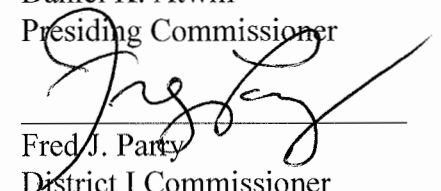
Done this 23rd day of January, 2018.

ATTEST:

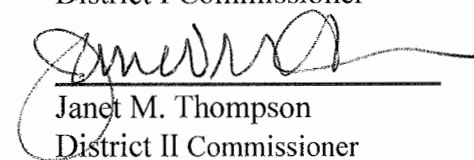
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**Domestic Relations Program for Parents and Children  
Request for Proposal  
Supervised Access and Exchange Program, "Contact for Kids: A Safe Way"  
Budget Spending Plan & Narrative**

**2.1 Continuation of Approved Program:**

For fiscal year 2018, the 13<sup>th</sup> Judicial Circuit, Family Court requested \$15,000 in funding to continue our Supervised Visitation program. The Court received \$10,000 and has continued to provide supervised exchange services through a contract with Great Circle. The Court continues to require the non-custodial parent to pay a per diem based off his/her income. It should also be noted that the Court can find a person indigent, and not require them to pay a co-pay. Each non-custodial parent is allowed up to twelve hours of supervised visitation during the grant cycle.

During the current grant cycle from July 1 through December 31, twenty-one families have been referred to the program as a result of their involvement in domestic relations cases. Of those twenty-one cases, seventeen cases have received supervised visitation program services. Of the four cases that did not receive services, two cases failed to correspond with the Great Circle representative to schedule meetings, and two cases needed additional documentation prior to approval, which was not received. Of the seventeen families which received services during this grant period, four of the families were receiving services due to their children being in the custody of the Children's Division. Those families did not complete the program, due to not being in compliance with their Written Service Agreements. Seven families completed the program successfully, four families continue in the program; and two families quit corresponding with the service provider.

The 13<sup>th</sup> Circuit's Family Court supervised visitation and exchange program was established in July of 2009. The program's need has increased this grant year. During the 2016-2017 grant year, fourteen families received services. Already this grant year, seventeen families have received services. At this rate, we anticipate exceeding the grant reward of \$10,000.-

As noted above, for fiscal year 2017-2018 we requested \$15,000 and were awarded \$10,000. Through December 2017, \$6,206 has been billed for supervised visitation, which is over one-half of the \$10,000 allocation. Of the seventeen families which participated in the program during the current fiscal year, six families' fees were waived due to them being indigent. All other families paid co-pays ranging from \$9.00 to \$25.00 per unit. It should be noted that only one family paid \$25.00 per unit. All other families paid between \$9 and \$13 per unit. There is \$3,794 in funding from the current grant period left for the remainder of this grant period.

The number of families served has increased since the inception of this program, and referrals have substantially increased during this grant period. During the 2016-2017

grant year, fourteen families were served. Currently through December of 2017, the grant has served seventeen families with 105 direct service hours. It is anticipated that if the average number of families served during the first six months of the 2017-2018 grant year stays on trend, that would equate to a total of twenty-eight families served for the current fiscal year and a total of 300 direct service hours.

Quarter	Families Served	Hours
1	12	55
2	7	52
3*	9 (4 continuing, with more anticipated being referred)	87
4*	12	87
<b>Total</b>	<b>28</b>	<b>336</b>

\*Estimates

If current trend of increased referrals persist, the Court should be able to cover the costs of supervised visits with the requested amount of \$18,000, plus the copays each family is expected to pay. It should be noted, due to the increase in referrals, we are no longer approving cases that are in the custody of the Children's Division, since the Children's Division is able to supervise visits.

#### Budget Spending Plan

Should our Court be awarded the full amount of \$19,000, we are confident referrals will continue to be made and we will continue the consistent level of service as shown over the last eight years. We also will continue the practice that if a party falls below poverty level, the Court may waive an hourly per diem being paid by the non-custodial party. Great Circle also has informed us that they would continue to partner with the 13<sup>th</sup> Circuit to provide this service to families.

The following chart shows the expected budget spending plan for FY19, based on predictions of families served to date. This budget plan includes continuing to contract with Great Circle to provide the supervision by a licensed therapist at \$58.00 per hour.

# of Families Predicted to be Served	# of Available Visitation hours per family	Cost per Visitation Hour	Total Funds needed to provide services	Requested funds through DRRF	Additional Funds needed outside of Grant to cover expenditures
28	12	\$58	\$19,488	\$18,000	\$1,488

As mentioned above, the total number of families projected to be served during this grant reporting period is twenty-eight, based on the number of families referred so far for the first and second quarter. Currently reimbursement per hour for the therapist to provide

supervised visits is \$58 per hour. If each family receives twelve hours of supervised visitation services and qualified for having no co-pay due to income levels, the maximum amount needed would be \$19,488; however the remaining \$488 needed would likely be covered through co-pays. Currently \$6,206 has been spent to provide supervised visitation services which has increased drastically over the last grant year. The amount of copays ordered and collected have decreased, due to more families being indigent. Based on the number of families served, the amount billed by the service provider, and the amount of copays ordered, we anticipate the grant being spent before the end of the grant year. Due to this, the Court will no longer approve cases in the custody of the Children's Division, due to there being other supervised visit options. We request \$18,000 in order to continue to support this program.

In an effort to continue assuming some of the responsibilities of the cost of this program, the Court will continue to work with Great Circle in having the non-custodial parent pay an hourly per diem based on their income level. For those non-custodial parents who fall below the poverty level, the Court would continue to be allowed to waive a per diem fee, therefore allowing the grant to pay the full hourly rate. It should be noted that during the first six months of the 2017-2018 grant year, \$981 have been defrayed in costs due to collection of co-pays by the non-custodial parents. We have continued to stringently monitor the collection of co-pays by Great Circle to ensure maximum use of the funds provided for families.

Our Court, in collaboration with Great Circle, previously developed a sliding scale worksheet to determine the hourly rate the participant would be required to pay. This scale continues to provide for the fee to be waived if the participant's income is below poverty guidelines as provided by the U.S. Department of Health and Human Services. For families which would be required to pay an hourly per diem, the family will continue to sign an agreement to pay a pre-determined amount before each supervised visitation and should they not be able to pay their amount, the visitation would not occur. It will continue to be up to the contract agency to collect the amount due from the family based on the sliding scale fee and the Court will agree to pay the contract agency the remaining balance of the \$58.00 per hour through contractual services through the DRRF grant. Based on the previous six months of following this policy, it is estimated that several families will be able to pay some per diem for visits, but there will continue to be a need to waive the co-pay as six families had their fee waived as they had no income being received that could be counted towards the sliding scale and all fell below the minimum income of \$8,000 per year. As mentioned above, co-pays for the non-custodial parents have continued to help defray costs for the program and we will continue to be stringent in monitoring that families pay the appropriate co-pay for their income level. At this time, no other funding sources have been identified, but we will continue to keep the program as low cost as possible to the Courts while maintaining a high level of quality and effectiveness.

Benefit of Funds for FY19

Seventeen families have received the benefit of the Supervised Visitation program from July 1, 2017 through December 31, 2017 in the 13<sup>th</sup> Circuit as a direct result of this grant. The children and visiting parents have been given an opportunity to build a lasting relationship that often might not have occurred without this program. The visiting parent has learned valuable information such as how to better communicate and/or interact with their child/children through the assistance of the licensed therapist. The custodial parent has been provided the assurance their child/children are safe and well supervised with the therapist being present.

Surveys collected by Great Circle have been positive. Participants learned new parenting strategies, and were able to establish or re-establish relationships with their children.

Regarding the need for the program, Family Court Judge Leslie Schneider stated, "The supervised visitation program in the Thirteen Circuit has been extremely successful in moving both parents to a parenting plan that provides the child with a frequent and meaningful relationship with both parents, as set forth in Chapter 452". Family Court Commissioner Sara Miller stated, "the supervised visitation program has become an essential tool to serve the needs of many children and families in our Circuit. The program provides a safe visitation experience for children, and has resulted in a positive resolution to visitation issues for many families that have no other options available to initiate or maintain a parent-child relationship".

The program is well known among the Family Court Judges, Family Court Commissioner, guardians ad litem, and local attorneys which further ensures families will continue to be referred to the program. Our Family Court Administrative Judge Leslie Schneider has given us approval to continue applying for this grant, as it is recognized as a needed resource for domestic Court cases involving children. There is currently a need for this program as it has allowed many Court domestic relations cases such as Ex-parte Child Orders of Protection, Ex-parte Adult Abuse, Dissolutions of Marriage, Paternity, and other Family Court cases to allow visitation between parents and caregivers in a safe, therapeutic environment and helps many cases to be resolved more effectively.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 23rd day of January 20 18

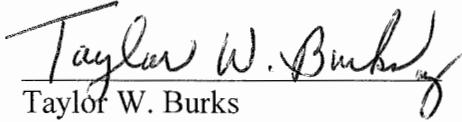
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone hereby approves the attached Compliance Plan, under the terms and conditions of which James A. Heuer and Tammy D. Heuer, proprietors of Heuer's Country Store and Café, may remedy their non-compliance with Boone County Regulations.

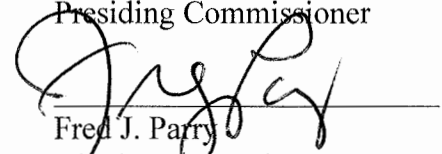
It is further ordered that the Boone County Commissioners are hereby authorized to sign said Compliance Plan.

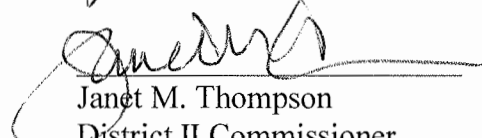
Done this 23rd day of January, 2018

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



## COMPLIANCE PLAN

The purpose of this compliance plan is to resolve the issues of the non-compliant sewage lagoon that serves Heuer's Country Store and Café, which is located at 15471 N Old Highway 63 Sturgeon, MO 65284, parcel number 06-304-12-01-004.00 01. Wastewater from Heuer's Country Store and Café is currently discharging into a lagoon. The lagoon also collects wastewater from a single-family residence directly north of the café for 15481 N Old Highway 63 Sturgeon, MO 65284. The owner of record of these parcels, according to records of the Boone County Assessor, is James A. and Tammy D. Heuer (Heuers). Heuers acknowledge that this sewage system does not comply with Boone County Regulations. Heuers wish to demolish the existing residence known as 15481 N Old Highway 63 Sturgeon, MO 65284 and combine the two parcels into 1 single parcel. Heuers have some ideas as to possible future uses for the large, single parcel, however, those details shall be worked out during the concept review and replatting process. As a result of combining the 2 parcels into 1, Heuers will install an onsite sewage system to serve Heuer's Country Store and Café and any possible future expansion on the single parcel.

To be deemed in compliance with this agreement, Heuers must perform, to the satisfaction of the Director of the Department of Health and Human Services, the following tasks by no later than the dates indicated in this agreement:

December 29, 2017: Submit all materials necessary for concept review, which will occur on January 8, 2018.

January 8, 2018: Hold a concept review with consulting engineer at Boone County Resource Management.

January 22, 2018: Submission of vacation/re-plat request Letter / BOA variance request due.

February 22, 2018: Board of adjustment meeting.

February 27, 2018: County Commission hearing on the vacation and re-plat.

March 1, 2018 – final design for new onsite sewage system submitted to PHHS for review and approval. This step must be done and approved by PHHS prior to the 3/26/18 submission to BCRM. If you are requesting variances for setbacks from osww regulations, a variance application must also be submitted, application is attached.

March 26, 2018: Submission of rezoning & review plan application.

April 16, 2018: Identify MODHSS/PHHS approved Installer.

April 19, 2018: Planning & Zoning meeting/ rezoning & review plan hearing.

April 23, 2018: Submission of final development plan/submission of replat.

May 1, 2018: County Commission meeting/rezoning & review plan hearing.

May 1, 2018 – Obtain site approval for new onsite sewage system with PHHS, engineer and PHHS/MODHSS approved installer to attend.

May 14, 2018 – purchase all necessary building permits/submit necessary documents for review for approval of the building permit.

May 17, 2018 – approval of plat and final development plan at Planning & Zoning.

May 29, 2018: County Commission meeting/final plan hearing/receive and accept plat.

June 1, 2018 – Existing residence demolished and all debris from demolition removed from site. Construction of new onsite sewage system begins.

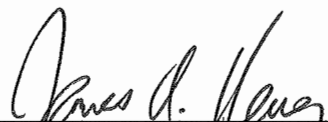
August 15, 2018 - Construction of new onsite sewage system completed.


Heuers agree that the following consequences shall flow from their failure to meet any of the obligations and deadlines set forth in this document:

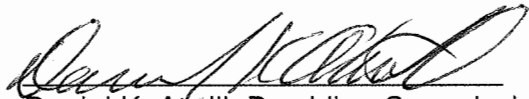
Heuer's Country Store and Cafe will be closed until the subject task is completed. The determination whether a task has been completed lies entirely within the discretion of the Director of the Columbia/Boone County Department of Public Health and Human Services. If any three deadlines are not met, or if any one item is not completed, in accordance with this document, Heuer's Country Store and Café will be immediately suspended and closed for an indefinite period of time. Only upon completion of the outstanding task(s) and upon application granted by the County Commission will suspension be lifted and the Store and Café will be allowed to operate.

Extensions of time will not be given for established deadlines simply because a deadline is missed. It is noted, however, that deadlines must be dynamic, to meet challenges presented that are outside of the control of the applicant. As progress is being made, if proof of an acceptable reason for the need to revise the plan is provided to the County Commission, Boone County may consider an extension.

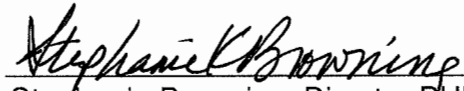
We acknowledge having read and understood the conditions contained within this agreement and agree to the conditions set forth herein.

  
\_\_\_\_\_  
James A. Heuer  
  
12-21-17  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Tammy D. Heuer  
  
12/21/17  
\_\_\_\_\_  
Date

  
Daniel K. Atwill, Presiding Commissioner

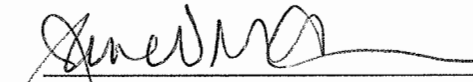
\_\_\_\_\_  
Date

  
Stephanie Browning, Director-PHHS

4/3/18  
\_\_\_\_\_  
Date

  
Fred J. Parry, Dist. 1 Commissioner

1/23/18  
\_\_\_\_\_  
Date

  
Janet M. Thompson, Dist. II  
Commissioner

\_\_\_\_\_  
Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

January

20

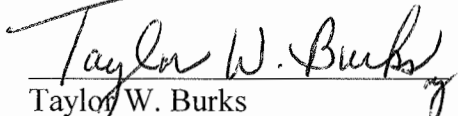
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the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the sub-award adjustment to the 2018 State Cyber Crimes Grant. Amount of grant will be adjusted from \$201,122.72 to \$213,047.72. Grant adjustment funds to be used for the replacement of the Cellebrite cell phone analytical software and additional forensic examiner training.

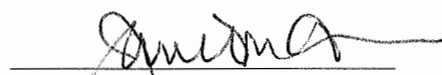
Done this 23rd day of January, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**BOONE COUNTY SHERIFF'S DEPARTMENT**

**INTER-OFFICE COMMUNICATION**

**DATE: 1-8-18**

**TO: Boone County Commission, Boone County Auditor**

**FROM: Capt. Gary German**

**RE: SCCG grant increase**

The SCCG notified the Boone County Cyber Crimes Task Force that additional funding was available after the allocations were made throughout the state. We asked for additional funding to replace our Cellebrite cell phone analytical software, which is not going to be supported any further, and for additional forensic examiner training.

The Cellebrite software can be installed on any computer to perform physical, logical and password extraction from portable devices. The Cellebrite UFED 4PC performs the same functions as the UFED Touch One. The Task Force conducts well over 200 forensics yearly just alone on portable devices, such as, cell phones and tablets.

Total cost for two Cellebrite UFED 4PC is \$12,000. The Task Force will receive a credit of \$6000 dollars (trade in) bringing the final cost for two UFED 4PC's will be \$6000.00.

The forensic examiner training has not been identified at this point.

The current approved total is \$201,122.72 and with the additional funding the new total will be \$213,047.72.



**Subaward Adjustment**

**2018-SCCG-001-Boone County Sheriff's Department Cyber Crimes Task Force**

**State Cyber Crime Grant (SCCG)**

Subaward Adjustment ID: 01 Submitted By:  
 Subaward Adjustment Type: Budget Revision Submitted Date:  
 Status: Editing  
 Organization: Boone County, Cyber Task Force

**Justification**

**Justification\***

Please explain the reason for the requested adjustment and include the effective date. State the need for the change and how the requested revision will further the objectives of the project.

Additional monies are being awarded by the Missouri Department of Public Safety and need to be added to the budget.

**Budget**

Row	Current Budget	Revised Amount	Net Change
Personnel	\$102,939.98	\$102,939.98	\$0.00
Personnel Benefits	\$23,136.35	\$23,136.35	\$0.00
Personnel Overtime	\$18,503.40	\$18,503.40	\$0.00
Personnel Overtime Benefits	\$1,865.14	\$1,865.14	\$0.00
PRN Time	\$0.00	\$0.00	\$0.00
PRN Benefits	\$0.00	\$0.00	\$0.00
Volunteer Match	\$0.00	\$0.00	\$0.00
Travel/Training	\$11,354.00	\$17,119.00	\$5,765.00
Equipment	\$13,899.00	\$19,859.00	\$6,160.00
Supplies/Operations	\$2,160.39	\$2,160.39	\$0.00
Contractual	\$27,464.46	\$27,464.46	\$0.00
Renovation/Construction	\$0.00	\$0.00	\$0.00
Totals	\$201,122.72	\$213,047.72	\$11,925.00

**Federal/State and Local Match Share**

Row	Current Budget	Current Percent	Revised Amount	Revised Percent	Net Change
Total Federal/State Share	\$201,122.72	100.0%	\$213,047.72	100.0%	\$11,925.00
Total Local Match Share	\$0.00	0%	\$0.00	0%	\$0.00

**Confirmation**

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this subaward adjustment and your statement of the veracity of the representations made in this subaward adjustment. You must include your title, full legal name, and the current date.

**Authorized Official Name:\*** Dan Atwill  
**Title:\*** Presiding Commissioner  
**Date:\*** 12/05/2017

**Attachments**

Description	File Name	File Size
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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

January

20

18

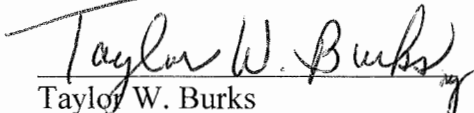
the following, among other proceedings, were had, viz:

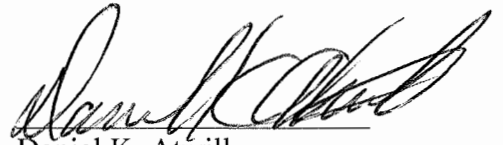
Now on this day the County Commission of the County of Boone does hereby approve the attached Deposit Pool Cooperative Agreement between Boone County and the Boone County Fire Protection District.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Deposit Pool Cooperative Agreement.

Done this 23rd day of January, 2018.

ATTEST:

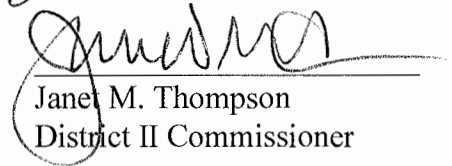
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



**COOPERATIVE AGREEMENT  
DEPOSIT POOL**

THIS AGREEMENT is entered into this 23<sup>rd</sup> day of JANUARY, 2018 between **Boone County, Missouri**, a first class statutory county in the State of Missouri ("County"), and **Boone County Fire Protection District**, a political subdivision of the State of Missouri organized under the provisions of Chapter 321 of the Revised Statutes of Missouri ("Fire District").

WHEREAS, Fire District has a need to invest certain unexpended funds; and

WHEREAS, County, by and through the County Treasurer, has a program of investments which are consistent with the requirements of RSMo §30.270 that County routinely uses for County's funds in order to earn interest on its own unexpended funds; and

WHEREAS, Fire District desires to pool certain amounts of its funds with County for investment purposes so as to benefit from County's established investment program and avoid needless duplication of administrative costs; and

WHEREAS, County is willing to provide these services to the Fire District under the terms and conditions set out herein; and

WHEREAS, the parties have the authority to enter into this Cooperative Agreement under the provisions of RSMo §321.600 and RSMo §70.220.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM:** This Cooperative Agreement shall be in effect from the date first indicated above until terminated as provided for in this paragraph. Either party may terminate this agreement upon sixty (60) days notice by notifying the other, in writing, of their intention to terminate this Cooperative Agreement.

2. **DEPOSITS:** Fire District may deposit with the County such sums as it desires County to place in its investment pool by directing such funds via check to the County Treasurer with clear instructions that the subject funds are being sent to be invested in accordance with this Cooperative Agreement, however the County Treasurer may authorize the transmittal of such funds via electronic transfer. The Fire District and County Collector may by mutual agreement, memorialized in writing or electronic mail, facilitate a direct distribution of Fire District tax

revenues from the County Collector to the County Treasurer for investment on behalf of the Fire District in accordance with the terms of this Agreement.

3. COUNTY OBLIGATIONS: The County, by and through the County Treasurer, will invest said funds in a reasonably prompt manner in such investments as the County Treasurer deems advisable provided said investments are authorized by RSMo §30.270. Earnings on the pooled investments will be calculated by the County Treasurer and the County Treasurer will provide Fire District with a monthly activity statement. Earnings calculations shall use the same methodology that the County Treasurer employs when allocating earnings among the various pooled Funds held for the County.

4. AVAILABILITY OF FUNDS: County will endeavor to make funds deposited for investment with the County available to the Fire District as soon as possible after notice. If the Fire District's requirements for funds are such that there is insufficient time to allow the County Treasurer to prudently liquidate investments in order to make the requested funds available without incurring any penalty or fee, then the Fire District will be responsible for any penalties or fees incurred as a result of their need for funds on an expedited basis, as determined in the sole discretion of the County Treasurer. The County Treasurer will provide documentation to the Fire District documenting any fees or penalties incurred as a result of the Fire District's request. The Fire District shall endeavor to provide 10-14 days notice to the County Treasurer. The County Treasurer shall make said funds available via a check made payable to the Fire District unless the County Treasurer receives written authorization from the Fire District to remit funds via electronic transfer to an account designated by the Fire District, provided such electronic transfer can occur without charge to the County.

5. LIABILITY: To the fullest extent permitted by law, the Fire District agrees to hold County harmless for any damages in connection with the deposits placed with the County under this Cooperative Agreement. The Fire District understands that the County Treasurer will invest deposited funds consistent with RSMo §30.270, but that there still remains a risk of loss of principal in those authorized investments. In the event of loss of principal in funds held by the County Treasurer, loss calculations shall use the same methodology that the County Treasurer employs when allocating earnings among the various pooled Funds held for the County.

6. THIRD PARTIES: The parties to this Cooperative Agreement do not intend to create any obligations or rights for any party not a signatory hereto.

7. **WAIVER**: Waiver by either party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition. No term, covenant or condition of this Cooperative Agreement can be waived except by written consent, and forbearance or indulgence of either party in any regard whatsoever shall not constitute a waiver of the same to be performed by the party to which the same may apply. Until complete performance by the party of the subject term, covenant or condition, the non-breaching party shall be entitled to invoke any remedy available to it under this Cooperative Agreement or by law despite any such forbearance or indulgence.

8. **NON-APPROPRIATION**: All obligations of the County and Fire District under this Cooperative Agreement which require the expenditure of additional funds are conditioned upon the availability of funds appropriated for that purpose.

9. **ASSIGNMENT**: Neither party may assign or transfer any of its rights or obligations under this Cooperative Agreement to any other person without the prior, written approval of the other party.

10. **NOTICES**: Notices under this Cooperative Agreement shall be given in writing and may be hand-delivered or sent by U.S. Mail as follows:

If delivered to the County:

**Tom Darrough, Boone County Treasurer  
801 E. Walnut, Rm 205  
Columbia, Missouri 65201**

If delivered to the Fire District:

**Boone County Fire Protection District  
2201 I-70 Drive NW  
Columbia, Missouri 65202**

11. **MERGER**: This Cooperative Agreement constitutes the entire agreement between the parties with respect to this subject matter and supersedes all prior agreements between them with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Cooperative Agreement.

12. **GOVERNING LAW**: This Cooperative Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

13. **HEADINGS; CONSTRUCTION OF CONTRACT**: The headings of each section of this Cooperative Agreement are for reference only. Unless the context of this Cooperative Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or

any other gender, masculine, feminine or neutral, the same as if such words had been fully and properly written in that number or gender.

14. **AUTHORITY:** The signatories to this Cooperative Agreement, by signing this agreement, represent that they have obtained authority by Order or Ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Cooperative Agreement to be executed by their duly authorized representatives on the date indicated below.

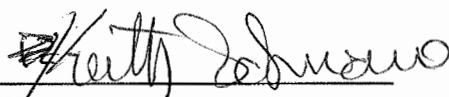
**BOONE COUNTY FIRE PROTECTION DISTRICT:**

By:

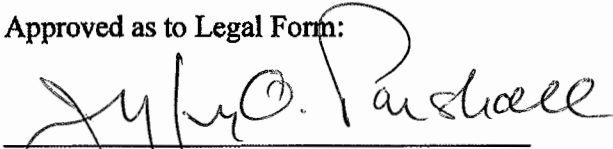
  
\_\_\_\_\_  
Chairperson

Dated: Dec 20, 2017

ATTEST:

  
\_\_\_\_\_  
Secretary

Approved as to Legal Form:

  
\_\_\_\_\_  
Attorney for the District

12-20-17

COUNTY OF BOONE:

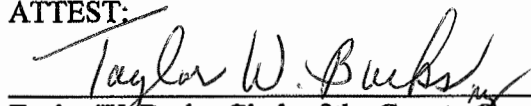
Boone County Commission

By:

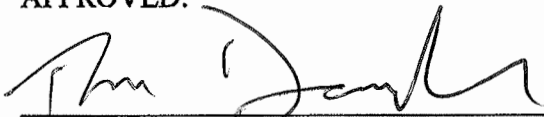
  
Daniel K. Atwill, Presiding Commissioner

Dated: 1-23-18

ATTEST:

  
Taylor W. Burks, Clerk of the County Commission

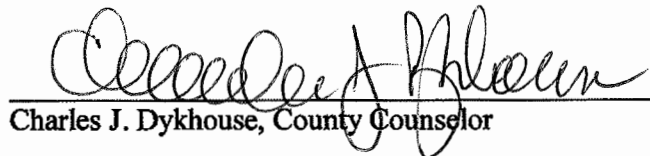
APPROVED:

  
Tom Darrough, Boone County Treasurer

APPROVED:

  
Brian McCollum, Boone County Collector

Approved as to Legal Form:

  
Charles J. Dykhouse, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 23rd day of January 20 18

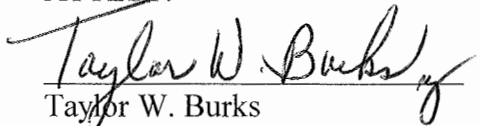
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Amendment #3 to the Parking Lot Lease between First Christian Church of Columbia, MO and Boone County.

Terms of the amendment are stipulated in the attached Parking Lot Lease Amendment #3. It is further ordered the Presiding Commissioner is hereby authorized to sign said Parking Lot Lease Amendment.

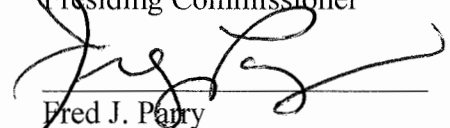
Done this 23rd day of January, 2018

ATTEST:

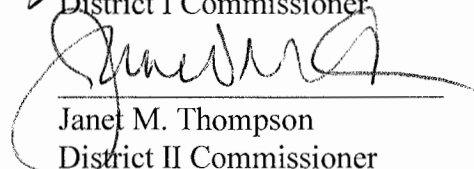
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**AMENDMENT #3 TO**  
**PARKING LOT LEASE**  
**Extension through December 31, 2025**

THIS AMENDMENT #3 TO PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the 23<sup>rd</sup> day of January, 2018, by and between **FIRST CHRISTIAN CHURCH OF COLUMBIA, MISSOURI**, a not-for-profit corporation of the State of Missouri, Landlord, and **BOONE COUNTY, MISSOURI**, by and through its County Commission, Tenant.

WHEREAS, Landlord is the fee owner of property legally described as follows:

Lots 283, 292, 293 and 294 of the original town, now City of  
Columbia, Missouri;

WHEREAS, Landlord and Tenant previously entered into a Parking Lot Lease and Right of First Refusal dated December 6, 2010 (approved in Boone County Commission Order 585-2010); and

WHEREAS, Landlord and Tenant have also previously entered into Amendment #1 to Parking Lot Lease dated June 4, 2015 (approved in Boone County Commission Order 240-2015) which provided for an expansion project to expand the leased parking lot; and

WHEREAS, Landlord and Tenant have also previously entered into Amendment #2 to Parking Lot Lease dated March 2, 2017 (approved in Boone County Commission Order 101-2017), which provided for updated terms and rental of seventy-four (74) parking spot spaces to Tenant in the expanded parking lot; and

WHEREAS, the current lease agreement, as amended, between the parties would expire absent renewal on December 31, 2020; and

WHEREAS, Tenant has planned some significant asphalt maintenance activities on the parking lot during 2018; and

WHEREAS, the parties desire to extend the current lease agreement through the next 5-year term such that it would now expire unless renewed on December 31, 2025; and

WHEREAS, the parties wish to memorialize their mutual understandings and agreements regarding the lease of the expanded parking lot:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Incorporation of Existing Lease.** The existing Parking Lot Lease and Right of First Refusal approved in Boone County Commission Order 585-2010, as amended in Amendment #1 and Amendment #2 as referenced above, is incorporated herein.

2. **Term.** This Agreement began on January 1, 2011 for a 5-year term which was renewed into a second, 5-year term. The current term (the second, 5-year term) will expire on December 31, 2020. The lease, by this Amendment #3, shall extend through December 31, 2025, and shall automatically renew for one additional five-year period on the terms and conditions outlined in the base lease, unless sooner terminated by written notice under the provisions of the base lease.
3. **Maintenance Activities in 2018.** Tenant has planned for a significant asphalt maintenance project during 2018 pursuant to its maintenance obligations under the paragraph #5 of the base lease. The parties shall cooperate so as to minimize the inconvenience of the asphalt repairs. It is understood, however, that the repair activities will impact the ability to use the parking lot during the repairs.
4. **Nonappropriation by Tenant.** All of the obligations of Tenant contemplated herein which require Tenant's expenditure of funds are expressly conditioned upon Tenant having a sufficient, unencumbered balance of funds appropriated for that purpose.
5. **Future Cooperation.** The parties agree to fully cooperate with each other and take such further actions as are necessary to effectuate the intent of this Amendment.
6. **Modification and Waiver.** No modification or waiver of any provision of this Amendment nor consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
7. **Counterparts.** The parties may execute any number of counterparts of this Amendment, each of which when so executed shall be deemed to be an original and each of which shall constitute but one and the same Amendment.
8. **Binding on Successors.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and assigns.
9. **Complete Agreement.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.
10. **Authority of Signatories.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

SO AGREED.



**LANDLORD:**

**First Christian Church of Columbia, Missouri**

By:

Signed: *C. K. Hoenes*

Printed Name/Title: C. K. Hoenes - Moderator

**TENANT:**

**Boone County, Missouri**

**By and through its County Commission**

By:

*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

Attest:

*Taylor W. Burks*  
Taylor W. Burks, Boone County Clerk

Approved as to Legal Form:

*CJ Dykhouse*  
CJ Dykhouse, County Counselor

**Boone County Auditor Certification:**

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract for Fiscal Year 2018.

*June E. Pitchford*      *1/9/18*      *6102-71100*  
June Pitchford, County Auditor      Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

January

20

18

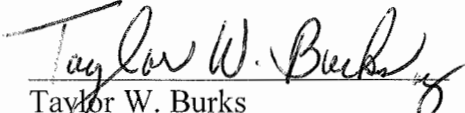
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Cooperative Agreement between Boone County and The Curators of the University of Missouri, supporting the Show-Me Games 2018.

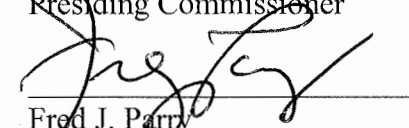
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

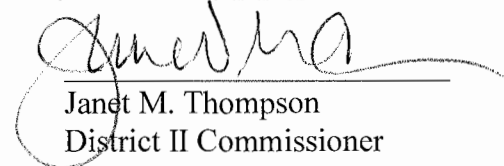
Done this 23rd day of January, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**COOPERATIVE AGREEMENT**

THIS AGREEMENT made and entered in this 23<sup>rd</sup> day of January, 2018, by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Curators of the University of Missouri, (herein University).

WHEREAS, County desires to engage in promotion of Boone County to support economic growth and development; and

WHEREAS, the University, in hosting the Show-Me Games within Boone County, Missouri, is providing an excellent opportunity to promote Boone County to the attendees of the games; and

WHEREAS, the Show-Me Games 2018 will provide a large, economic impact Boone County; and

WHEREAS, the parties are authorized to enter into cooperative agreements pursuant to the provisions of RSMo §70.220.

THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University the sum of Eighteen Thousand Dollars (\$18,000.00) in support of the Show-Me Games 2018.
2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2018 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors contributing Twenty Thousand Dollars for the sponsorship of the games.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

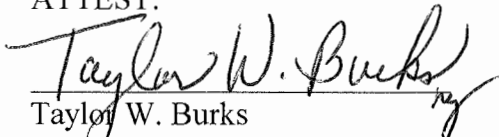
In the County Commission of said county, on the 23rd day of January 20 18


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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Osage Group – Sierra Club for February 7, April 4, and June 6, 2018 from 6:25 p.m. to 9:10 p.m.

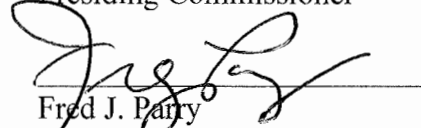
Done this 23rd day of January, 2018.

ATTEST:

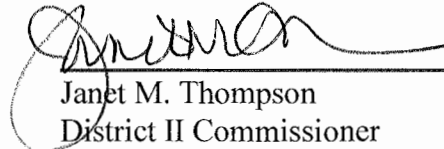
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Osage Group - Sierra Club  
Address: 4804 Shale Oaks Avenue  
City: Columbia State: MO ZIP Code: 65203  
Phone: 417-793-8600 Website: http://sierraclub.org/missouri/osage  
Individual Requesting Use: Carolyn Amparan Position in Organization: Chair - Exec. Committee

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: General Meeting of Members

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: Feb. 7, Apr. 4, June 6 in 2018

Start Time of Setup: 6:25 PM AM/PM Start Time of Event: 6:30 PM AM/PM

End Time of Event: 9:00 PM AM/PM End Time of Cleanup: 9:10 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Carolyn Amparan, Chair - Executive Committee

Phone Number: 417-793-8600 Date of Application: 1/10/2018

Email Address: sc.osage.group@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymmo.org](mailto:commission@boonecountymmo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Taylor W. Backs  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 1-23-18

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

January Session of the January Adjourned

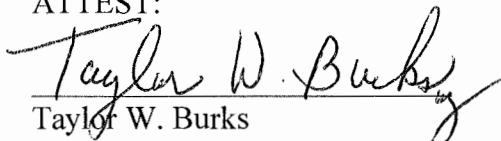
Term. 20 18


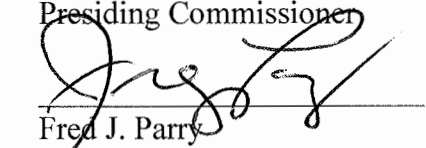

In the County Commission of said county, on the 23rd day of January 20 18  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, January 23, 2018, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 23rd day of January, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ca.

In the County Commission of said county, on the

23rd

day of

January

20

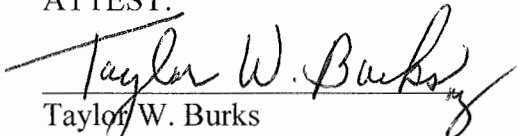
18

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


Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Minutes during the IV Quarter, 2017, beginning on 10/2/2017 through 12/28/2017.

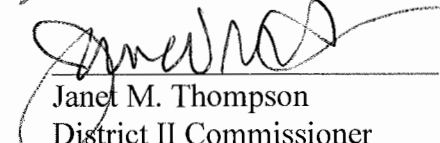
Done this 23rd day of January, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

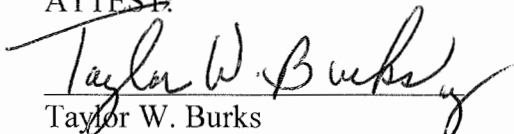
In the County Commission of said county, on the 23rd day of January 20 18

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

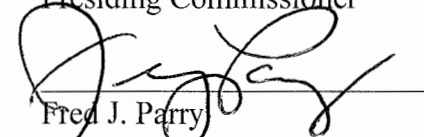
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Mid-Missouri Peaceworks for February 4, 2018 from 6:00 p.m. to 9:00 p.m.

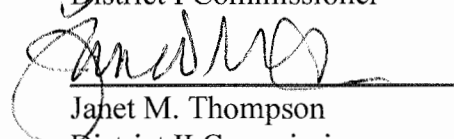
Done this 23rd day of January, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Solidarity Network Meeting

Description of Use (ex. Speaker, meeting, reception): meeting

Date(s) of Use: February 4, 2018

Start Time of Setup: 6 p.m. AM/PM Start Time of Event: 6:30 p.m. AM/PM

End Time of Event: 8:30 p.m. AM/PM End Time of Cleanup: 9 p.m. AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Haim, Director

Phone Number: 573-875-0539 Date of Application: Jan. 18, 2018

Email Address: mail@midmopeaceworks.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Taylor W. Bucks  
County Clerk

DATE: 1-23-18

BOONE COUNTY, MISSOURI  
[Signature]  
County Commissioner