

1916-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 7th day of May 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the recommendation from the Job Classification Committee to create a new temporary, unpaid position, titled Law Student Intern (Classification Code 500500).

Done this 7th day of May 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Fred J. Parry*  
Fred J. Parry  
District I Commissioner  
*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Human Resources and Risk Management

Jenna Redel  
Director, Human Resources  
and Risk Management



613 E. Ash Street  
Columbia, MO 65201  
Phone: (573) 886-4405  
Fax: (573) 886-4444

May 3, 2019

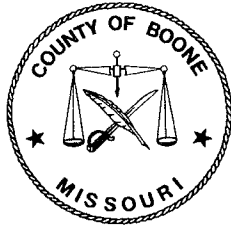
## Recommendations from the Job Classification Committee

The Job Classification Committee met on May 3, 2019, and reviewed a request for creation of a new classification and now present the following recommendations:

**Create a new temporary, unpaid position titled Law Student Intern (Classification Code 500500, Unpaid).**

This position will require a minimum participation level of 10 hours per week during the summer and 5 hours per week during the academic year.

The job description for the newly created position is attached hereto.



## BOONE COUNTY JOB DESCRIPTION

<b>JOB TITLE:</b> <u>Law Student Intern</u>	<b>NEW:</b> <u>X</u>	<b>REVISED:</b> _____ <small>(Please check one)</small>
<b>REPORTS TO:</b> <u>Assistant Prosecuting Attorneys</u>	<b>FLSA:</b> <u>Non-Exempt</u>	<b>DATE:</b> <u>05/19</u>
<b>DEPARTMENT:</b> <u>Prosecuting Attorney</u>	<b>JOB CODE:</b> _____	

### **OVERVIEW:**

Volunteer law student intern who works with assistant prosecuting attorneys from the Boone County Prosecutor's Office on on-going projects and the day-to-day operations related to prosecution. Additional hours may be available during the school term. Early start date is possible.

**ESSENTIAL FUNCTIONS:** *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative only, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Responsibilities may include, but are not limited to, the following job duties:

Under the direct supervision of assistant prosecuting attorneys, may assist in legal research, drafting criminal charges, preparing cases for hearing or trial, assist in interviewing witnesses and reviewing evidence. Intern will also observe court proceedings, including trials, evidentiary hearings and sentencings, as well as assist in general office operations.

A successful intern is also expected to have a flexible work schedule and an agreement to complete a minimum of 10 hours per week if working during the summer term and five hours a week if working during the school term. Normal office hours are 8:00-5:00 pm Monday-Friday.

Other duties as assigned by the prosecuting attorney, or assistant prosecuting attorneys.

**KNOWLEDGE AND SKILL:**

1. Knowledge of personal computers and standard software applications related to court support work, including Microsoft Word and Excel.
2. Knowledge of filing and electronic record keeping systems.
3. Knowledge of English grammar, punctuation, and spelling; skill in communicating effectively using the English language, both orally and in writing.
4. Knowledge of legal processes and terminology.
5. Skill in reading and preparing legal documents.
6. Skill in application of State and Federal guidelines, rules and statutes to perform essential functions of position.
7. Skill in discretion and maintaining confidential information.
8. Ability to work well with other employees and court professionals.
9. Ability to work independently and follow instructions.
10. Ability to learn and apply policies, procedures, documents and terminology affecting assigned functions.

**MINIMUM QUALIFICATIONS:**

Interns must currently be enrolled in law school.

Successful candidates must be at least 21 years of age at the time of hire.

Must possess a clear criminal history.

**PHYSICAL DEMANDS:**

The majority of the work is performed in a professional office setting and involves moving around the office and courthouse. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires some sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to above shoulders and transporting distances up to 50 yards. OCCASSIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing up to 50 lbs. and transporting distances up to 50 feet.

**WORK ENVIRONMENT:**

This job operates in a professional office environment. Professional attire required. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, filing cabinets, and fax machines. This position is routinely in contact with the public other Boone County, elected officials, and members of other entities.

1972019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 7th day of May 20 19  
the following, among other proceedings, were had, viz:

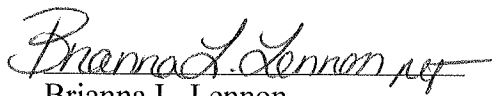
Now on this day, the County Commission of the County of Boone does hereby award bid 23-16APR19 – Newspaper Advertising – Term & Supply to the following:

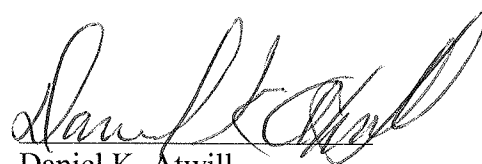
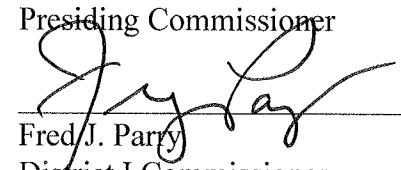

Columbia Daily Tribune  
Columbia Missourian

Terms of the 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 7th day of May 2019.

ATTEST:

  
Brianna L. Lennon  
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: April 24, 2019  
RE: 23-16APR19 – Newspaper Advertising – Term & Supply

23-16APR19 – Newspaper Advertising – Term & Supply opened on April 16, 2019. Two (2) bids were received. Purchasing recommends award to both vendors. Departments will order from the Contractor offering the best value according to their needs.

This is a County-Wide term and supply contract.

att: Bid Tab

cc: Brianna Lennon, County Clerk  
Brian McCollum, Collector  
Jenna Redel, Human Resources

Bid File

23-16APR19 - NEWSPAPER ADVERTISING

RESPONDENT NAME		Columbia Missourian	Columbia Daily Tribune
4.8.	<b>Group A, Classified-Legal Ads: Single Column Ads</b>	<b>Unit Cost</b>	<b>Unit Cost</b>
4.8.1	Price Per Line- Monday thru Saturday	\$0.65	\$3.67
4.8.2.	Price Per Line- Sunday	\$0.65	\$3.67
4.8.3.	Probate Notices (run in either 2 or 4 consecutive insertions) Quote Flat fee for 2 consecutive insertions:	\$50.00	\$70.00
	Quote Flat fee for 4 consecutive insertions:	\$100.00	\$125.00
4.8.4.	Trustees' Sales (run 21 consecutive days); <b>Quote Rate Per Line-</b>	\$0.45	\$0.53
4.8.5.	Election Notices, quote as 'per line/word'. Ref: Exhibit B in RFB	\$0.65	\$0.91
4.8.6.	Provide 'total cost' for the election notice ad in Exhibit B in RFB (election notices with polls) using 'price per line/word' pricing in Item 4.8.5.	<b>Total Cost</b> \$780.00	<b>Total Cost</b> \$1,092.00
4.9.	<b>Group B, Non-Classified, General-</b>	<b>Unit Cost</b>	<b>Unit Cost</b>
4.9.1.	Price Per Column Inch- Wednesday	\$7.90	\$15.44
4.9.2.	Price Per Column Inch- Sunday	\$7.90	\$14.90
4.9.3.	Price per Column Inch- Monday, Tuesday, Thursday, Friday	\$7.90	\$12.44
4.10.	<b>Group C, Classified Section- Multiple Column Ads</b>	<b>Unit Cost</b>	<b>Unit Cost</b>
4.10.1.	Price per Column Inch- Wednesday	\$7.90	\$15.44
4.10.2.	Price Per Column Inch- Sunday	\$7.90	\$14.90
4.10.3.	Election Notices, price as display type ad, 'price per column/inch'.	\$7.90	\$8.77
4.10.4.	Provide 'total cost' for the election notice ad in Exhibit B in RFB (election notices with polls) using 'price per column/inch' pricing in item 4.10.3.	<b>Total Cost</b> \$1,137.60	<b>Total Cost</b> \$1,262.88
		<b>Unit Cost</b>	<b>Unit Cost</b>
4.10.5.	Additional: Preparation Fee for Election Notice PDF to be used in other papers.	\$0.00	\$0.00
4.10.6.	Tax Sale Ad- per Primary Specifications, Section 2.2.2. in RFB. Price per column inch-	\$7.90	\$8.77
4.11.	<b>Maximum Percent Increase for Renewal Periods</b>	<b>Percent</b>	<b>Percent</b>
	1st Renewal	2.5%	0%
	2nd Renewal	2.5%	0%
	3rd Renewal	2.5%	0%
	4th Renewal	2.5%	0%
4.19.	<b>Cooperative Procurement</b>	<b>Yes</b>	<b>Yes</b>



**PURCHASE AGREEMENT  
FOR  
NEWSPAPER ADVERTISING TERM AND SUPPLY**

**THIS AGREEMENT** dated the 7<sup>th</sup> day of May 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **The Columbia Missourian**, 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 **Newspaper Advertising - Term and Supply**, County of Boone Request for Bid, **#23-16APR19**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, as well as the Contractor's bid response dated April 15, 2019 and executed by Melody Cook 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** – The contract period shall begin on **May 1, 2019 and extend through April 30, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year 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.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Newspaper Advertising rates and services as identified and responded to in the Contractor's Response Form. Advertising will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

**4. Billing and Payment** - All billing shall be invoiced to the County department that places the order and may only include the prices as identified 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.

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

**6. 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.

**7. 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 in the opinion of the Boone County Commission if delivery of products are 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.

**COLUMBIA MISSOURIAN**

**BOONE COUNTY, MISSOURI**

By DocuSigned by:  
Melody Cook  
31F31F4BBC014A9...  
Title Operations Coordinator

By: Boone County Commission  
DocuSigned by:  
Daniel K. Atwill  
424891CDE4E4E...  
Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
Charly J. Duffner  
33546DD0A...  
County Counselor

DocuSigned by:  
Brianna L. Lennon by MT  
424891CDE4E4E...  
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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

DocuSigned by: <u>Gene E. Pritchard by HIA</u> Term + Supply - No encumbrance required Signature AAC49D...	4/26/2019	County-Wide Term/Supply
	Date	Appropriation Account

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**4. RESPONSE FORM**

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

- 4.1. Company Name: Columbia Missourian
- 4.2. Address: 221 S 8th St
- 4.3. City/Zip: Columbia, Mo 65201
- 4.4. Phone Number: 573-882-5714
- 4.5. Fax Number: 573-884-5293
- 4.6. Federal Tax ID: 43-0669091
- 4.7. E-mail: cookmr@missouri.edu; Creative.Services@columbia-missourian.com
- 4.8. **GROUP A, CLASSIFIED SECTION** - Legal Advertisements: – Single Column Ads (# of lines x rate = total cost of ad). Human Resources runs Employment Line Ads- advertisement for job postings specific to the Human Resources Department.
- 4.8.1. Price Per Line – Monday – Saturday \$ 0.65 per line / per day
- 4.8.2. Price Per Line – Sunday \$ 0.65 per line / per day
- 4.8.3. Probate Notices (Notices run in either 2 or 4 consecutive insertions).  
**Quote flat fee for 2 consecutive insertions:** \$ 50.00  
**Quote flat fee for 4 consecutive insertions:** \$ 100.00
- 4.8.4. Trustees' Sales (Notices run 21 consecutive days) (# of lines x rate x 21 days = total cost of ad) **Quote rate per line-** \$ 0.45 per line per day
- 4.8.5. Election Notices (price as 'per line/word' notice) *See Exhibit B as example of previously run ads.* \$ 0.65 per line per day
- 4.8.6. Provide a 'total cost' for the ad in Exhibit B (Boone County Clerk Public Notice (with polls)) using 'per line/word' pricing quoted in Item 4.8.5. \$ 780.00  
**For quoting purposes, use 1200 lines to calculate cost.**
- 4.9. **GROUP B, NON CLASSIFIED, General** –  
 (# columns wide x # inches tall x column inch rate = total cost of ad)
- 4.9.1. Price Per Column Inch – Wednesday \$ 7.90 pci
- 4.9.2. Price Per Column Inch – Sunday \$ 7.90 pci
- 4.9.3. Price Per Column Inch – Monday, Tuesday, Thursday, Friday \$ 7.90 pci




**4.19. Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

Yes  No

**4.20.** The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which has been read and understood, and all of which is made part of this order.

**Authorized Representative (Sign by Hand):**



**Type or Print Signed Name:**

Melody Cook

**Today's Date:** 4/15/19



**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

***Standard Terms and Conditions***

Robert Wilson, Buyer  
Phone: (573) 886-4393 – Fax: (573) 886-4390

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



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

**(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.

Melody Cook, Operations Coordinator

Name and Title of Authorized Representative

Melody Cook

Signature

4/15/19

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.cb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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





**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash, Room 113  
Columbia, MO 65201

**Robert Wilson, Buyer**  
(573) 886-4393 – Fax: (573) 886-4390  
Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

**Bid Data**

Bid Number: **23-16APR19**  
Commodity Title: **Newspaper Advertising - Term and Supply**

**DIRECT ANY BID SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **Tuesday, April 16, 2019**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location: **Boone County Purchasing Department**  
Address: **613 E. Ash St, Room 113  
Columbia, MO 65201**  
Directions: **The Boone County Annex Building is located on the Northwest corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building**

**Bid Opening**

Day / Date: **Tuesday, April 16, 2019**  
Time: **1:30 P.M.**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash St  
Columbia, MO 65201**

**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Standard Terms and Conditions**
- “No Bid Response Form”**
- Debarment Form**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Individual Bidder Affidavit**
- Exhibit A **Sample Ads for Boone County Human Resource Department**
- Exhibit B **Sample of Election Notices**
- Exhibit C **Tax Sale Ads**

## 1. Introduction and General Conditions of Bidding

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- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. PRIMARY SPECIFICATIONS:**

- 2.1. **SCOPE OF WORK:** It is the intent of Boone County to secure a Term and Supply contract for **Newspaper Advertising** in reputable newspapers with circulation in Boone County, Missouri for multiple departments within Boone County as required by law.
- 2.1.1. **Contract Duration:** The Contract shall be effective from **May 1, 2019 through April 30, 2020**. This contract may be automatically renewed for up to four (4) additional one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.1.2. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of six months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2.1. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be asserted for failure of the County to appropriate funds in future contract years.
- 2.1.3. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.2. **GENERAL REQUIREMENTS:**
- 2.2.1. **Work Included:** Provide publication services for various Boone County departments. Such publications may include, but are not limited to solicitation of bids, job postings, public hearings, legal notices, and probate actions.
- 2.2.1.1. Boone County departments place at least one type of non-classified advertisement: Sample Election Ballots. Additionally, preparation of election notice 'typeset' PDFs will be needed. Refer to *Response Form Section 4*.
- 2.2.2. **Tax Sale Display Ad – for Boone County Collector Office.**
- 2.2.2.1. **Publication:** Published once a week for three consecutive weeks on Wednesdays.
- 2.2.2.2. **Data Format Testing:** Prior to bid award, Bidders may be required to perform a test confirming system compatibility with the formatted information provided by the Collector.
- 2.2.2.3. **Data Format Submission:** Information for each of the three publication dates will be different. The Collector will provide the information by e-mail for each publication date.
- 2.2.2.4. **Advertising Format:** Information shall be published using a display format (6 column) and/or Standard Advertising Unit. Type should be no smaller than 7.5-point size with a maximum of 9 lines per inch.
- 2.2.2.5. **Advertising Confirmation / Certification:** Contractor shall provide to County an Affidavit of Publication for each insertion date. This Affidavit shall be accompanied with one sample of EACH advertisement.
- 2.2.2.6. **Deadline Date and Time:** County will provide e-mail PDF publication to Contractor on Monday by noon for Wednesday's paper.
- 2.2.3. **Award:** Awards may be made to multiple responsive and responsible bidders who are best qualified to perform in accordance with the terms and conditions of the contract, and whose circulation numbers are deemed to be the most advantageous to Boone County's advertising needs. Selection of which newspapers to advertise in will be made on a case by case basis considering price and circulation information factors. Boone County reserves the right to consider circulation and related factors in selecting the most appropriate newspaper for placement of departmental advertisements.
- 2.2.3.1. **Award:** Boone County will evaluate and award the bid based on the following criteria:
- a) number of subscribers
  - b) cost for advertisement
  - c) cost per subscriber (based on circulation)
- 2.2.4. **Bid Pricing:** Bidders shall provide pricing for 'per line', 'per column inch', and a flat fee for (Probate Notices). County departments may use at their discretion, single column ads, multiple column ads, and display type ads to meet their operating needs. Refer to Response Form, Section 4.



- 2.2.5. **Escalator Provision:** Prices throughout the initial first year of the contract shall remain firm/fixed. Written requests for price revisions after the first year period shall be submitted to the Purchasing department 45 days prior to renewal. The County reserves the right to reject any price increase and to terminate the contract.
- 2.2.6. **Estimated Quantity:** Boone County spent approximately \$39,000 in 2018 on advertising. This is an estimate of the total amount to be expended during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements regardless of the estimated amount listed herein.
- 2.2.7. **Circulation Requirements:** Awarded Contractor(s) shall have a general paid circulation in Boone County. The newspaper(s) selected for Boone County publications shall not be a trade, religious or fraternal publication.
- 2.2.8. **Point of Contact Requirements:** The successful Contractor(s) will be required to provide Boone County with the name(s) and phone number(s) of at least one dedicated customer service representative charged with taking advertising orders, and at least one company representative charged with handling billing questions and requests.
- 2.2.9. **Order Processing/Billing/Payment:** Boone County departments will be placing orders directly with the successful publication(s). Each department is to be billed separately on a monthly basis. Invoices must include an itemized history of each ad placed and the rate charged. Payment will be made within 30 days after receipt of a correct and valid monthly statement. Purchase Order must appear on invoices and monthly statements. *Boone County will only pay for services/products quoted in the successful bidder's bid response and accepted as part of the resulting contract. Hidden or added charges will not be accepted.*
- 2.2.9.1. **Affidavits of Publication** shall be provided to county departments for each insertion date within 5 days of publication. Affidavits of Publication are necessary for County to confirm publication and are used to verify contract pricing.
- 2.2.10. **Designee:** Multiple departments within Boone County. Contact information will be provided at time of award.
- 2.2.11. **Bid/Clarification Contact** – Robert Wilson, 613 E. Ash Street, Room 113, Columbia, MO 65201. Telephone (573) 886-4393, E-mail: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

- 3. Response Presentation and Review**
- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Responses MUST be submitted in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the Response Form.
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) signed complete copies** of Response in a single sealed envelope, clearly marked on the outside with bidder's company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at [www.showmeboone.com/purchasing/bids/](http://www.showmeboone.com/purchasing/bids/).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from the County's database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Work Authorization Certification Form** - If contract is in excess of \$5,000.00, Contractor will be required to complete a Work Authorization Certification Form.

**4. RESPONSE FORM**

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

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_
- 4.7. E-mail: \_\_\_\_\_

**4.8. GROUP A, CLASSIFIED SECTION - Legal Advertisements:** – Single Column Ads (# of lines x rate = total cost of ad). Human Resources runs Employment Line Ads- advertisement for job postings specific to the Human Resources Department.

4.8.1. Price Per Line – Monday – Saturday \$ \_\_\_\_\_

4.8.2. Price Per Line – Sunday \$ \_\_\_\_\_

4.8.3. Probate Notices (Notices run in either 2 or 4 consecutive insertions).  
**Quote flat fee for 2 consecutive insertions:** \$ \_\_\_\_\_

**Quote flat fee for 4 consecutive insertions:** \$ \_\_\_\_\_

4.8.4. Trustees' Sales (Notices run 21 consecutive days) (# of lines x rate x 21 days = total cost of ad) **Quote rate per line-** \$ \_\_\_\_\_

4.8.5. Election Notices (price as 'per line/word' notice) *See Exhibit B as example of previously run ads.* \$ \_\_\_\_\_

4.8.6. Provide a 'total cost' for the ad in Exhibit B (Boone County Clerk Public Notice (with polls)) using 'per line/word' pricing quoted in Item 4.8.5.  
**For quoting purposes, use 1200 lines to calculate cost.**

**4.9. GROUP B, NON CLASSIFIED, General –**  
 (# columns wide x # inches tall x column inch rate = total cost of ad)

4.9.1. Price Per Column Inch – Wednesday \$ \_\_\_\_\_

4.9.2. Price Per Column Inch – Sunday \$ \_\_\_\_\_

4.9.3. Price Per Column Inch – Monday, Tuesday, Thursday, Friday \$ \_\_\_\_\_

**4.10. GROUP C, CLASSIFIED SECTION – Multiple Column Ads**  
(# columns wide x # inches tall x column inch rate = total cost of ad)

4.10.1. Price Per Column Inch – Wednesday \$ \_\_\_\_\_

4.10.2. Price Per Column Inch – Sunday \$ \_\_\_\_\_

4.10.3. Election Notices, price as a display type ad, ‘price per column/inch’.  
See Exhibit B as example of previously run ads) \$ \_\_\_\_\_

4.10.4. Provide a ‘total cost’ for the ad in Exhibit B (Boone County Clerk  
Public Notice (with polls)) using ‘price per column/inch’ pricing  
quoted in Item 4.10.3. **For quoting purposes, use 6 column x 12” per  
page, with 144” total for the 2-page ad to calculate total cost.** \$ \_\_\_\_\_

4.10.5. Additional: Preparation Fee for Election Notice PDF (In addition to  
preparation of notice of election and sample ballot, successful bidder  
will be responsible for preparation of election notice PDFs for use by  
other papers). (See attached recent samples of election notices). \$ \_\_\_\_\_

4.10.6. Tax Sale Ad: (per Primary Specifications, Section 2.2.2.)  
Price per column inch- \$ \_\_\_\_\_

**4.11. Maximum Percentage Increase for renewal periods:**

\_\_\_\_\_ % 1<sup>st</sup> Renewal; \_\_\_\_\_ % 2<sup>nd</sup> Renewal; \_\_\_\_\_ % 3<sup>rd</sup> Renewal; \_\_\_\_\_ % 4<sup>th</sup> Renewal

4.12. Describe extra circulation papers and list associated costs.

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

4.13. Circulation: Number of Subscribers Daily edition \_\_\_\_\_

4.14. Circulation: Number of Subscribers Sunday edition \_\_\_\_\_

4.15. Circulation: Number of Subscribers for Wednesday edition \_\_\_\_\_

4.16. Please describe any days that you offer free circulation and the  
circulation number for each day:

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

4.17. Dedicated Customer Service Representative for Advertising:

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

4.18. Dedicated Customer Service Representative for Billing Inquiries:

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**4.19. Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**4.20.** The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which has been read and understood, and all of which is made part of this order.

**Authorized Representative (Sign by Hand):**

\_\_\_\_\_

**Type or Print Signed Name:**

\_\_\_\_\_

**Today's Date:** \_\_\_\_\_



**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

***Standard Terms and Conditions***

Robert Wilson, Buyer  
Phone: (573) 886-4393 – Fax: (573) 886-4390

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

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

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

***“No Bid” Response Form***

Robert Wilson, Buyer  
(573) 886-4393- Fax: (573) 886-4390

**“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 Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail, e-mail, or fax.

**Bid: 23-16APR19 – Newspaper Advertising - 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 for proof of enrollment.**

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



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

Exhibit A

**EMPLOYMENT**

County of Boone  
Human Resources Dept.  
613 East Ash, Rm 102  
Columbia, MO 65201

**FACILITIES MAINTENANCE  
TECHNICIAN**

**JOB OPPORTUNITY #611-6100**

**Salary Range: \$23,564-\$29,455**

Landscape & grounds maintenance for any County property to include: mow, weed-eat, edge trim, trim/prune, weed plantings, dead-head plants, irrigation operation/repair, fertilize/pest/weed control, aerate, dethatch, overseed, topdress, plant & maintain trees & shrubs, remove dead trees & shrubs, trail grading, concrete replacement/repair, snow removal & ice melt. Secondary responsibilities as needed: Assists in repair of boilers, liquid chiller units, compressors, power generators, & kitchen equipment; installs/replaces outlets, light fixtures, switches, wiring, & receptacles; installs/repairs electrical apparatus, wiring, & electrical components of machinery/equipment; installs CCTV & computer cable. Repairs/maintains plumbing, pipes, valves, toilets, sinks, water heaters, & water softeners; visually inspects/tests machinery/equipment; listens for unusual sounds from machines or equipment; repairs/maintains physical structure of establishment. Discusses machine operation variations w/ supervisors or other maintenance workers. Visually inspects & tests machinery/equipment; cleans & lubricates shafts, bearings, gears, & other parts of equipment; installs/repairs electrical components of machinery & equipment. Lays out, assembles, installs, maintains pipe systems & related hydraulic & pneumatic equipment; operates cutting torch or welding equipment; sets up & operates machine tools. Orders parts, equipment, & supplies; maintains variety of records & files. Must participate in "on call" rotation. Performs related duties as needed or assigned. HS Diploma or GED & 2 yrs grounds maintenance; exp w/ fans, pumps, & equipment & controls associated w/ HVAC systems, fire sprinklers, refrigeration systems, & security door control systems. Lifting is common, everyday occurrence; ability to lift over 100 lbs req'd. Apply online at [www.showmiboone.com](http://www.showmiboone.com). Please call 573-886-4385 in advance if special accommodations are required in order to apply. To see complete list of posted positions, submit online application, or to download application, log on to [www.showmiboone.com](http://www.showmiboone.com). AA/EOE

Exhibit A out'd

**BOONE COUNTY  
GOVERNMENT**  
*is currently*  
accepting applications  
**APPLY ONLINE**  
[showmeboone.com/hr](http://showmeboone.com/hr)  
AA/EOE

*Actual size*

*Sunday*



County of Boone  
Human Resources Dept.  
613 East Ash, Rm 102  
Columbia, MO 65201

Exhibit A  
cont'd

Font and text  
size not indicative  
of normal type  
used in AD.

## **GEOGRAPHIC INFORMATION SYSTEM INTERN**

**JOB OPPORTUNITY #: 000-1176**

**Hourly Rate: \$10.01**

Temporary, non-benefited, Internship/20-40 hr/wk, Mid May - Mid Dec 2013 (flexible) / Under limited supervision by the GIS Manager. Updating select GIS layers, performing spatial analysis, & developing custom map products. Successful candidates should have experience with ESRI's ArcView, Arc Editor &/or ArcInfo 10.x Desktop & experience with aerial photo interpretation. A good understanding of Microsoft Windows is preferred but not required. Apply online at **www.showmeboone.com** or in person at Human Resources, or call (573) 886-4395 if you have questions. Please call in advance if special accommodations are required in order to apply. AA/EOE



Exhibit B

Boone County Clerk Public Notice (with Polls)

1

**NOTICE OF ELECTION  
SCHOOL DISTRICT  
OF COLUMBIA**

**BOONE COUNTY, MISSOURI**  
Notice is given hereby to the qualified electors of the School District of Columbia, Boone County, Missouri, that the annual school election will be held in said District on general municipal election day, Tuesday, the 8th day of April, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m., on said date, for the purpose of submitting to the qualified electors of said District the following

**FOR ELECTION OF DIRECTORS  
3 YEAR TERM  
(VOTE FOR 3)**

**JONATHAN SESSIONS  
PAUL CUSHING  
HELEN WADE  
JOSEPH A. TOEPKE**

Andrea M. Follett  
Secretary, Board of Education

**NOTICE OF  
SPECIAL BOND ELECTION  
THE SCHOOL DISTRICT  
OF COLUMBIA  
BOONE COUNTY  
STATE OF MISSOURI**

Notice is hereby given to the qualified voters of The School District of Columbia, Boone County, State of Missouri, that the Board of Education of the District has called a special election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION**  
Shall The School District of Columbia, Boone County, Missouri, issue its general obligation bonds in the amount of Fifty Million Dollars (\$50,000,000) for the purpose of acquiring and developing sites for school buildings and acquiring, constructing, improving, extending, repairing, remodeling, renovating, furnishing and equipping new and existing school facilities, including, without limitation, constructing a new elementary school and acquiring and developing a site therefor, improving and constructing additions to existing buildings, and acquiring and installing technology improvements? If this question is approved, the debt service levy of the school district is estimated to increase by four cents, from \$0.9319 to \$0.9719, per \$100 of assessed valuation of real and personal property.

YES  
NO

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election.

DATED: January 28, 2014.  
County Clerk of Boone County,  
Missouri

**NOTICE OF ELECTION  
SOUTHERN BOONE COUNTY  
R-I SCHOOL DISTRICT**

Notice is hereby given to the qualified voters of the Southern Boone County R-I Schools that an election will be held in said District on Tuesday, the 8th of April, 2014, from and between the hours of 6:00 A.M. and 7:00 P.M. on said date to choose by ballot 3 members of the Board Of Education for terms of 3 years each The ballot for said election shall be contained in the following Sample Ballot:

**FOR BOARD OF EDUCATION  
3 YEAR TERM  
(VOTE FOR 3)**

**GEORGE L. CARNEY  
KELLY GARDNER  
PRICE NICHOLS  
KEVIN J. SCHUPP  
PATRICK E. DAUGHERTY  
BRIAN BROOKSHIRE  
CLAIRNEL NERVIK  
BRITNEY M. SONES**

Certified this 23rd day of January, 2014.

/s/Phyllis Weter  
Secretary, Board of Education

**NOTICE OF ELECTION  
NEW FRANKLIN R-I  
SCHOOL DISTRICT**

Notice is hereby given to the qualified voters of New Franklin R-I School District of Howard County, State of Missouri, that an election in said District will be held at usual polling places within said District on Tuesday the 8th day of April 2014, beginning at six o'clock a.m., and closing at seven o'clock p.m., of said day, to vote upon the following proposition:

**FOR SCHOOL BOARD DIRECTOR  
3 YEAR TERM  
(VOTE FOR 3)**

**JEFFERY A. CHITWOOD  
KENNETH L. HENDRIX  
JON HELD  
JUD EVANS**

Done by order of the Board of Education, this 24th day of January 2014.

/s/Beverly Parr  
Secretary, Board of Education

**NOTICE OF ELECTION  
NORTH CALLAWAY R-I  
SCHOOL DISTRICT**

Notice is hereby given to the qualified voters of North Callaway R-I School District that an election will be held in said District on Tuesday, the 8th day of April, 2014 from and between the hours of 6:00 a.m. and 7:00 p.m. on said date to choose, by ballot, three (3) members of the Board Of Education for terms of three (3) years each. The ballot for said election shall be contained in the following Official Ballot

**FOR BOARD OF EDUCATION  
3 YEAR TERM  
(VOTE FOR 3)**

**REGAN LOVE  
SANDRA L. LAVY  
MIKE SHRYOCK  
MATT MCCOWAN**

Certified this 24th day of January, 2014.

/s/Scott Starkey  
Secretary, Board of Education

**NOTICE OF ELECTION  
HALLSVILLE R-IV  
SCHOOL DISTRICT  
BOONE COUNTY, MISSOURI**

Notice is hereby given to the qualified voters of the Hallsville R-IV School District of Boone County, Missouri, that an election will be held in said District on Tuesday, the 8th day of April, 2014, from and between the hours of 6:00 a.m. and 7:00 p.m. on said day, to choose by ballot 3 members of the Board of Education for terms of 3 years each. The ballot for said election shall be contained in the following Sample Ballot

**FOR BOARD OF EDUCATION  
3 YEAR TERM  
(VOTE FOR 3)**

**JON M. BEQUETTE  
STEVE KOIRTYOHANN  
SHANDA NICHOLS  
CHRISTOPHER DWYER**

Certified this 22nd day of January, 2014

/s/Judy George  
Secretary, Board of Education  
Hallsville R-IV School District

**NOTICE OF ELECTION  
SCHOOL DISTRICT NO. R-V  
BOONE COUNTY, MISSOURI**

Notice is hereby given to the qualified voters of School District No. R-V of Boone County, State of Missouri, that an election in said District will be held at Sturgeon within said District on Tuesday, the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m., of said day, to vote upon the following positions:

**FOR BOARD OF EDUCATION  
3 YEAR TERM  
(VOTE FOR 3)**

**CHARLES E. KING  
HEATHER D. DOUGHERTY  
MISTY DOSS  
TIM PARKINSON**

/s/ Bonnie Chase  
Secretary, Board of Education

**NOTICE OF SPECIAL SCHOOL  
BOND ELECTION  
HARRISBURG R-VIII  
SCHOOL DISTRICT, MISSOURI**

NOTICE is hereby given to the qualified voters of the Harrisburg R-VIII School District, Missouri (the "District"), in the State of Missouri, that an election will be held in the District on Tuesday, the 8th day of April 2014 commencing at 6:00 a.m., and closing at 7:00 p.m., on that date, for the purpose of submitting to the qualified voters of the District the following proposition, to-wit:

**PROPOSITION 2**  
Shall the Board of Education of the Harrisburg R-VIII School District, Missouri, without an estimated increase in the current debt service property tax levy, borrow money in the amount of Two Million dollars (\$2,000,000) for the purpose of improving security and monitoring capabilities through the

construction of secure entrances, installation of a controlled access system, and installation of a campus-wide security camera system; to complete roof repairs and replacement at the north campus; to complete upgrades to the district's network and technology infrastructure including the development of wireless capabilities; to complete upgrades to the electrical and lighting systems; to the extent funds are available install additional seating capacity at the athletic complex, complete other renovations, repairs and improvements to the existing facilities to enhance classroom efficiency; and issue bonds for the payment thereof? If this proposition is approved, the adjusted debt service levy of the School District is estimated to remain unchanged at \$1.1500 per one hundred dollars of assessed valuation of real and personal property.

YES  
NO

The election will be held and conducted by the County Clerks of Boone and Howard Counties, Missouri under the general election laws governing those Counties, and the election will be held in each voting precinct in the District and at the polling places designated therein by the County Clerks of Boone and Howard Counties, Missouri, or such other or additional precincts or polling places as such County Clerks may designate

By order of the Board of Education of the Harrisburg R-VIII School District, Missouri, this 13th day of January 2014.

BOARD OF EDUCATION  
HARRISBURG R-VIII SCHOOL DISTRICT, MISSOURI  
By:  
/s/ Sean Cochran  
President of the Board of Education

/s/ Sherry Glydewell  
Secretary of the Board of Education

**NOTICE OF  
MUNICIPAL ELECTION  
CITY OF COLUMBIA, MISSOURI**

Notice is hereby given to the qualified voters of the City of Columbia, Missouri, that the City Council of the City has called an election to be held on Tuesday, April 8, 2014, commencing at six o'clock a.m. and closing at seven o'clock p.m., for the purpose of electing Council Members for Wards 1 and 5. The following is a sample of the ballot that will be used at the election:

**FOR COUNCIL MEMBER,  
FIRST WARD  
3 YEAR TERM  
(VOTE FOR 1)**

**GINNY CHADWICK  
TYREE BYNDOM  
WILLIAM (BILL) EASLEY**

**FOR COUNCIL MEMBER,  
FIFTH WARD  
3 YEAR TERM  
(VOTE FOR 1)**

**LAURA NAUSER**

The election will be held at the following polling places in the City:

See polling place listing at end of notice of election.

Dated this 28th day of January, 2014.

Wendy Noren  
Clerk of the County Commission

**NOTICE OF  
GENERAL ELECTION  
CITY OF ASHLAND**

Notice is hereby given to the qualified voters of the City of Ashland, Missouri, that the Board of Aldermen of the City of Ashland, Missouri, have called for a general election to be held in the designated polling places with the City on Tuesday, April 8, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

**FOR MAYOR  
2 YEAR TERM  
(VOTE FOR 1)**

**GENE RHORER**

**FOR ALDERMAN WARD ONE  
2 YEAR TERM  
(VOTE FOR 1)**

**NO CANDIDATE FILED.  
ALDERMAN TO BE ELECTED BY  
WRITE-IN.**

Write-in

**FOR ALDERMAN WARD TWO  
2 YEAR TERM  
(VOTE FOR 1)**

**JIM FASCIOTTI**

**FOR ALDERMAN WARD THREE  
2 YEAR TERM  
(VOTE FOR 1)**

**FRED KLIPPEL  
JESSE BRONSON**

I, Darla Leigh Sapp, City Clerk of the City of Ashland, Missouri do hereby certify that the foregoing is a true copy of the candidates who have filed for election to Ashland Municipal Office for April 8, 2014.

In witness, whereof, I have hereunto set my hand and the official seal of the City of Ashland, Missouri this 27th day of January, 2014

(City Seal)  
/s/Darla Leigh Sapp, City Clerk  
City of Ashland, Missouri

**NOTICE OF  
GENERAL ELECTION  
CITY OF CENTRALIA, MISSOURI**

Notice is hereby given to the qualified voters of the City of Centralia, Missouri that the Board of Aldermen of the City of Centralia, Missouri has called for a general election to be held at the designated polling places within the city on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m., for said voters to

vote on the candidates set forth in the following sample ballot:

**FOR ALDERMAN WARD I  
2 YEAR TERM  
(VOTE FOR 1)**

**ANDREA VOLLRATH**

**FOR ALDERMAN WARD II  
2 YEAR TERM  
(VOTE FOR 1)**

**NO CANDIDATE FILED.  
ALDERMAN TO BE ELECTED BY  
WRITE-IN**

Write-In  
**FOR ALDERMAN WARD III  
2 YEAR TERM  
(VOTE FOR 1)**

**LANDON MAGLEY**

I, Heather Lockett, City Clerk of the City of Centralia, Missouri, do further hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Centralia municipal office for the April 8, 2014 election.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Centralia, Missouri this 24th day of January, 2014.

(CITY SEAL)  
/s/Heather Lockett, City Clerk  
City of Centralia, Missouri

**NOTICE OF SPECIAL ELECTION  
CITY OF CENTRALIA, MISSOURI  
MUNICIPAL LIBRARY DISTRICT**

Notice is hereby given to the qualified voters of the City of Centralia, Missouri Municipal Library District, that, at the request of the Board of Trustees of the Library District, the Board of Aldermen of the City of Centralia, Missouri has called a special election to be held in the City of Centralia, Missouri Municipal Library District, concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION NUMBER 1**  
Shall there be a tax increase of twenty-five cents (\$.25) per one hundred dollars of assessed valuation over the present \$0.30 per one hundred dollars of assessed valuation for the City of Centralia, Missouri Municipal Library District?

If this question is approved, the total tax levy (exclusive of any levy for debt service) for the City of Centralia, Missouri Municipal Library District will be \$0.55 per one hundred dollars of assessed valuation.

YES  
NO

DATED: Jan. 28, 2014  
County Clerk of Boone County,  
Missouri

(with polls) Boone County Clerk Public Notice 2

**NOTICE OF GENERAL ELECTION CITY OF HALLSVILLE, MISSOURI**

Notice is hereby given to the qualified voters of the City of Hallsville, Missouri that the Board of Aldermen of the City of Hallsville, Missouri has called for a general election to be held at the designated polling place within the City on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

**FOR MAYOR 2 YEAR TERM (VOTE FOR 1)**

CHERI TOALSON REISCH

**FOR ALDERMAN WARD I 2 YEAR TERM (VOTE FOR 1)**

THOMAS L. PAULEY

**FOR ALDERMAN WARD II 2 YEAR TERM (VOTE FOR 1)**

NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY WRITE-IN

**Write-In**

I, Kim Blise, City Clerk of the City of Hallsville, Missouri, do further hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Hallsville municipal office for the April 8, 2014 election.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Hallsville, Missouri this 22nd day of January, 2014.

(CITY SEAL)  
/s/Kim Blise, City Clerk  
City of Hallsville, Missouri

**NOTICE OF GENERAL ELECTION TOWN OF HARRISBURG, MISSOURI**

Notice is hereby given to the qualified voters of the Town of Harrisburg, Missouri that the Board of Trustees of said Town has called a general election to be held in said Town on April 8, 2014 commencing at 6:00 am and closing at 7:00 pm for the purpose of choosing the elective municipal officers of said Town by vote upon ballots in substantially the form of the following sample

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

REGGIE WILHITE

**Write-In**

**Write-In**

**NOTICE OF ELECTION TOWN OF HARTSBURG, MISSOURI**

Notice is hereby given to qualified voters of the Village of Hartsburg, Missouri that an election will be held on Tuesday the eighth of April, 2014 beginning at six o'clock in the A.M. closing at seven o'clock in the P.M. on said date, to vote on the election of two Members for the Board of Trustees as shown in the sample ballot below.

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**NO CANDIDATE FILED. TRUSTEE TO BE ELECTED BY WRITE-IN**

**Write-In**

**Write-In**

**NOTICE OF GENERAL ELECTION TOWN OF HUNTSDALE, MISSOURI**

Notice is hereby given to the qualified voters of the Village of Huntsdale, Missouri that the Municipal Election of said Village will be held at the regularly designated polling place on Tuesday, the 8th day of April, 2014, beginning at six o'clock A.M. (6:00 A.M.) and closing at seven o'clock P.M. (7:00 P.M.) of said day, to vote on the candidates set forth in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 3)**

**ED MCGEE DORTHY EBERHART ANA LOPEZ**

/s/Debby Lancaster  
Mayor  
Huntsdale, MO

**NOTICE OF GENERAL ELECTION TOWN OF MCBAIN, MISSOURI**

Notice is hereby given to the qualified voters of the Town of McBaine, Missouri that the Municipal Election of said Town will be held at the regularly designated polling place on Tuesday, the 8th day of April, 2014, beginning at 6:00 A.M. and closing at 7:00 P.M. of said day, to vote on the candidates set forth in the following sample ballot:

**FOR TRUSTEE 2 YEAR TERM (VOTE FOR 2)**

**VIRGINIA COLEMAN MARVIN SAPP**

/s/VIRGINIA COLEMAN  
City Clerk  
Town of McBaine, Missouri

**NOTICE OF ELECTION VILLAGE OF PIERPONT, MISSOURI**

Notice is hereby given to the qualified voters of the Village of Pierpont, Missouri that the Board of Trustees of the Village has called an election to be held in the Village on Tuesday April 8th 2014 commencing at six o'clock am and closing at seven o'clock pm on the question in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**JUSTIN JOHN ROBERT MILLER**

This election will be held at Rock Bridge Elementary School, 5151 S. Hwy 163, Columbia, Boone County.

Dated this day of January 28th, 2014  
Barry Bean, Village Clerk

**NOTICE OF ELECTION CITY OF ROCHEPORT, MISSOURI STATE OF MISSOURI COUNTY OF BOONE**

**PUBLIC NOTICE IS HEREBY GIVEN TO THE QUALIFIED VOTERS THAT AN ELECTION WILL BE HELD IN THE CITY OF ROCHEPORT, MISSOURI IN BOONE COUNTY ON TUESDAY, APRIL 8, 2014 FOR THE PURPOSE OF ELECTING ONE ALDERMAN FOR WARD ONE, FOR A TWO YEAR TERM, ONE ALDERMAN FOR WARD TWO FOR A TWO YEAR TERM, COMMENCING UPON CERTIFICATION AND OATH OF OFFICE.**

**THE POLLS AT SAID ELECTION WILL BE KEPT OPEN FROM AND BETWEEN THE HOURS OF SIX O'CLOCK AM AND SEVEN O'CLOCK PM.**

**THE BALLOTS OF SAID ELECTION WILL BE IN THE FORM OF THE SAMPLE BALLOT.**

**FOR ALDERMAN WARD ONE 2 YEAR TERM (VOTE FOR 1)**

**CEE JAYE PECORAK**

**FOR ALDERMAN WARD TWO 2 YEAR TERM (VOTE FOR 1)**

**MIKE FRIEDEMANN**

**BY THE ORDER OF THE BOARD OF ALDERMEN FOR THE CITY OF ROCHEPORT, BOONE COUNTY, MISSOURI THIS 22ND DAY OF JANUARY 2014. RESPECTFULLY SUBMITTED CITY CLERK SHIRLEY JENKINS-OLD ROCHEPORT, MISSOURI**

**NOTICE OF MUNICIPAL ELECTION CITY OF STURGEON, MISSOURI**

Notice is hereby given to the qualified voters of the City of Sturgeon, Missouri that the Board of Aldermen of the City of Sturgeon, Missouri has called for a Municipal Election of said city to be held at the designated polling place within said city on Tuesday, April 8, 2014 beginning at six o'clock a.m. and closing at seven o'clock p.m. of said day for said voters to vote on the candidates set forth in the following sample ballot:

**FOR ALDERMAN, WARD I 2 YEAR TERM (VOTE FOR 1)**

**STEVE CROSSWHITE**

**FOR ALDERMAN, WARD II 2 YEAR TERM (VOTE FOR 1)**

**KEVIN ABRAHAMSON**

I, DeAnna Jacobs, City Clerk of the City of Sturgeon, Missouri, do hereby certify that the foregoing list of candidates who have filed and qualified for election to Sturgeon municipal office for the April 8, 2014 election.

(CITY SEAL)  
/s/DeAnna Jacobs, City Clerk  
City of Sturgeon, Missouri

**NOTICE OF ELECTION BOONE COUNTY FIRE PROTECTION DISTRICT BOONE COUNTY, MISSOURI**

Notice is hereby given to the qualified voters of the Boone County Fire Protection District that the Board of Directors of the District has called a bond election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION**  
**Shall Boone County Fire Protection District issue its general obligation bonds in the amount of \$14,000,000 for the purpose of acquiring real property; constructing, furnishing and equipping new fire stations; constructing, furnishing and equipping additions and/or renovations to existing fire stations; and acquiring and/or reconditioning firefighting apparatus and equipment, emergency apparatus and equipment and training facilities and equipment?**

**YES NO**

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election.

DATED: January 21, 2014.  
County Clerk of Boone County, Missouri

**NOTICE OF ELECTION CENTRALIA SPECIAL ROAD DISTRICT**

Notice is hereby given to the qualified electors of the Centralia Special Road District pursuant to the provisions of 233.040 RSMo an election to be held in said district on Tuesday, the 8th day of April, 2014, 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 for Commissioner of the Centralia Special Road District of Boone County, Missouri for a term of 3 years

The ballot at said election shall be in substantially the following form:

**FOR COMMISSIONER 3 YEAR TERM (VOTE FOR 1)**

**JOHN SELBY GARY RIEDEL**

Done this 28th day of January, 2014

ATTEST:  
/s/Wendy S. Noren  
Clerk of the County Commission

/s/Daniel K. Atwill  
Presiding Commissioner

/s/Karen M. Miller  
District I Commissioner

/s/Janet M. Thompson  
District II Commissioner

I, Wendy S. Noren, County Clerk and Election Authority in and for the County of Boone, State of Missouri, hereby certify that the above and foregoing is a true and correct copy of the ballot as certified to me by the officers or agencies calling for an election to be held in said County on Tuesday, the 8th day of April, 2014.

The polling places for said election will be open from the hours of 6:00 am until 7:00 pm during which time any person properly registered to vote in the county will be given the opportunity to cast his or her ballot.

Done by order of the County Clerk of the County of Boone, this 28th day of January, 2014.  
(Seal)  
/s/Wendy S. Noren  
County Clerk  
Boone County, Missouri

Precinct	Polling Place
1A	Boone County Government Center, 801 E. Walnut St Paquin Towers
1B&1E&11&6A&6B&6F&6L	1201 Paquin St
1C&1G	Columbia/Boone County Health Department 1005 W. Worley St
1D	Oak Towers 700 N. Garth
1F&1J&1K&1L&2K	Activity & Recreation Center 1701 W. Ash St
2A&2G	Parkade Baptist Church 2102 N. Garth Ave
2B&2J	Sunrise Optimist Club 2410 Parker St
2C&2H	Friendship Baptist Church 1707 Smiley Ln
2D&2L	Knights of Columbus Hall & 20 2525 N. Stadium Blvd
2F&2I	Grace Bible Church 601 Blue Ridge Rd
3A&3G&3L	First Church of the Nazarene 2601 Blue Ridge Rd
3B&3D	Memorial Baptist Church 1634 Paris Rd
3C&3I	Hanover Village Community Bldg 1601 Hanover Blvd
3E&3H&3M	Howard Johnson Inn 3100 I-70 Dr SE
3F&3J	Open Heart Baptist Church 2519 N. Lake of the Woods Rd
4A&4J	Fairview Road Church of Christ 201 S. Fairview Rd
4B&2I	Community Methodist Church 3301 W. Broadway
4C&4D	Trinity Presbyterian Church 1600 W. Rollins Rd
4E	St Andrew's Lutheran Church 914 West Blvd S
4F&4I&5A	Columbia Public Library 100 W. Broadway
4G&37	Fairview Rd Community of Christ 1111 S. Fairview Rd
4H&4N	Rejoice Free Will Baptist Church 1900 Chapel Hill Rd
4K&4M	Fairview United Methodist Church 3200 Chapel Hill Rd
4L	Broadway Christian Church 2601 W. Broadway
5C&5H&6G	Rock Bridge Christian Church 301 W. Green Meadows Rd
5D&27	Bethel Baptist Church 201 E. Old Plank Rd
5E&5K&5N&5P	Woodcrest Chapel 2201 W. Nilong Blvd
5F	Rock Bridge Church of God 3515 Valencia Dr
5G&5M&36&44	Forum Blvd Christian Church 3900 Forum Blvd
5I&5J	Peachtree Banquet Center 120 E. Nilong Blvd Suite D
6C&6H&6J	Unitarian Church of Columbia 2615 Shepard Blvd
6D&6E&6I&6K&6M&28&29	Lenoir Community Center 1 Hourigan Drive
07	Harrisburg Lions Club 120 E. Sexton St, Harrisburg
08	Sturgeon Recreation Center 403 W. McDowell St, Sturgeon
09&10&11	United Methodist Church 715 Orchard, Centralia
11&12	715 Orchard, Centralia
14	Dripping Springs Church 2701 W. Dripping Springs Rd
15&22&40&45	Missouri National Guard Hdqtrs 5151 N. Roger I, Wilson
16&39	Memorial Dr Hallsville Community Center 324 E. Hwy 00, Hallsville
17	Liberly Baptist Church 7461 N. Brown Station Rd
18&19&38	MU Extension Office 1012 N. Hwy UU Redeemer Presbyterian Church 101 Grace Ln
23&41	23&41
24&33	Holiday Inn East 915 Port Way
25&34	American Legion Post #202 3669 Legion Ln
26	Rock Bridge Elementary School 5151 S. Hwy 163
30&35&43	Ashland Baptist Church 203 E. Broadway, Ashland
31&32&42	Ashland Optimist Club 511 Optimist Dr., Ashland
Central	Boone County Government Center, 801 E. Walnut St

Exhibit B  
cont'd

Boone County Clerk Public Notice (see Polls)

**NOTICE OF ELECTION SCHOOL DISTRICT OF COLUMBIA BOONE COUNTY, MISSOURI**  
Notice is hereby given to the qualified voters of the School District of Columbia Boone County, Missouri, that the annual school election will be held in said District on general municipal election day, Tuesday, the 8th day of April, 2014, commencing at six o'clock a.m. and closing at seven o'clock p.m. on said date, for the purpose of submitting to the qualified electors of said District the following:

**FOR ELECTION OF DIRECTORS 3 YEAR TERM (VOTE FOR 3)**

**JONATHAN SESSIONS  
PAUL CUSHING  
HELEN WADE  
JOSEPH A. TOEPKE**

Andrea M. Fohalt  
Secretary, Board of Education

**NOTICE OF SPECIAL BOND ELECTION THE SCHOOL DISTRICT OF COLUMBIA BOONE COUNTY, STATE OF MISSOURI**

Notice is hereby given to the qualified voters of The School District of Columbia, Boone County, State of Missouri, that the Board of Education of the District has called a special election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION**  
Shall The School District of Columbia, Boone County, Missouri, issue its general obligation bonds in the amount of Fifty Million Dollars (\$50,000,000) for the purpose of acquiring and developing sites for school buildings and acquiring, constructing, improving, extending, repairing, remodeling, renovating, furnishing and equipping new and existing school facilities, including, without limitation, constructing a new elementary school and acquiring and developing site therefor, improving and constructing additions to existing buildings, and acquiring and installing technology improvements? If this question is approved, the debt service levy of the school district is estimated to increase by four cents, from \$0.9719, per \$100 of assessed valuation of real and personal property.

**YES  
NO**

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election to be published on April 6, 2014.

DATED: January 28, 2014  
County Clerk of Boone County, Missouri

**NOTICE OF ELECTION SOUTHERN BOONE COUNTY R-I SCHOOL DISTRICT**  
Notice is hereby given to the qualified voters of the Southern Boone County R-I Schools that an election will be held in said District on Tuesday, the 8th day of April, 2014, from and between the hours of 6:00 A.M. and 7:00 P.M. on said date in order to elect 3 members of the Board of Education for terms of 3 years each. The ballot for said election shall be contained in the following sample ballot.

**FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)**

**GEORGE L. CARNEY  
KELLY GARDNER  
PRICE NICHOLS  
KEVIN L. SCHUPP  
PATRICK E. DAUGHTERY  
BRIAN BROOKSHIRE  
CLAIRNEH NERVIK  
BRITTNEY M. SONES**

Certified this 23rd day of January, 2014

/s/Phyllis Water  
Secretary, Board of Education

**NOTICE OF ELECTION NEW FRANKLIN R-I SCHOOL DISTRICT**  
Notice is hereby given to the qualified voters of New Franklin R-I School District of Howard County, State of Missouri, that an election in said District will be held at usual polling places within said District on Tuesday the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m., of said day, to vote upon the following proposition:

**FOR SCHOOL BOARD DIRECTOR 3 YEAR TERM (VOTE FOR 3)**

**JEFFERY A. CHITWOOD  
KENNETH L. HENDRIX  
JON HELD  
JUD EVANS**

Done by order of the Board of Education, this 24th day of January, 2014

/s/Devinly Parr  
Secretary, Board of Education

**NOTICE OF ELECTION NORTH CALLAWAY R-I SCHOOL DISTRICT**  
Notice is hereby given to the qualified voters of North Callaway R-I School District that an election will be held in said District on Tuesday, the 8th day of April, 2014, from and between the hours of 6:00 a.m. and 7:00 p.m. on said date to choose, by ballot, three (3) members of the Board of Education for terms of three (3) years each. The ballot for said election shall be contained in the following Official Ballot

**FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)**

**REGAN LOVE  
SANDRA LAVY  
MIKE SHRYOCK  
MATT MCCOWAN**

Certified this 24th day of January, 2014

/s/Scott Starkey  
Secretary, Board of Education

**NOTICE OF ELECTION HALLSVILLE R-IV SCHOOL DISTRICT BOONE COUNTY, MISSOURI**

Notice is hereby given to the qualified voters of the Hallsville R-IV School District of Boone County, Missouri, that an election will be held in said District on Tuesday, the 8th day of April, 2014, from and between the hours of 6:00 a.m. and 7:00 p.m. on said day, to choose by ballot 3 members of the Board of Education for terms of 3 years each. The ballot for said election shall be contained in the following Sample Ballot

**FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)**

**JON M. BEQUETTE  
STEVE KORTYOHANN  
SHANDA NICHOLS  
CHRISTOPHER DWYER**

Certified this 22nd day of January, 2014

/s/Lady George  
Secretary, Board of Education  
Hallsville R-IV School District

**NOTICE OF ELECTION SCHOOL DISTRICT NO. R-V BOONE COUNTY, MISSOURI**

Notice is hereby given to the qualified voters of School District No. R-V of Boone County, State of Missouri, that an election in said District will be held at Surgeon within said District on Tuesday, the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m., of said day to vote upon the following positions:

**FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)**

**CHARLES E. KING  
HEATHER D. DOUGHERTY  
MISTY DOSS  
TIM PARKINSON**

/s/ Bonnie Chasin  
Secretary, Board of Education

**NOTICE OF SPECIAL SCHOOL BOND ELECTION HARRISBURG R-VIII SCHOOL DISTRICT, MISSOURI**

NOTICE is hereby given to the qualified voters of the Harrisburg R-VIII School District, Missouri (the "District"), in the State of Missouri, that an election will be held in the District on Tuesday, the 8th day of April, 2014 commencing at 6:00 a.m., and closing at 7:00 p.m., on that date, for the purpose of submitting to the qualified voters of the District the following proposition, to-wit:

**PROPOSITION 2**

Shall the Board of Education of the Harrisburg R-VIII School District, Missouri, without an estimated increase in the current debt service property tax levy, borrow money in the amount of Two Million dollars (\$2,000,000) for the purpose of improving security and monitoring capabilities through the construction of secure entrances, installation of a controlled access system, and installation of a campus wide security camera system; to complete roof repairs and replacement at the north campus; to complete upgrades to the district's network and technology infrastructure including the development of wireless capabilities; to complete upgrades to the electrical and lighting systems; to the extent funds are available install additional seating capacity at the athletic complex; complete repairs and improvements to the existing facilities to enhance classroom efficiency; and issue bonds for the payment thereof? If this proposition is approved, the adjusted debt service levy of the School District is estimated to remain unchanged at \$1,180.00 per one hundred dollars of assessed valuation of real and personal property.

**YES  
NO**

The election will be held and conducted by the County Clerks of Boone and Howard Counties, Missouri under the general election laws governing those Counties, and the election will be held in each voting precinct in the District and at the polling places designated

through by the County Clerks of Boone and Howard Counties, Missouri, or such other or additional precincts or polling places as such County Clerks may designate.

By order of the Board of Education of the Harrisburg R-VIII School District, Missouri, this 13th day of January, 2014.

**BOARD OF EDUCATION HARRISBURG R-VIII SCHOOL DISTRICT, MISSOURI**

By: /s/ Sean Cochran  
President of the Board of Education  
/s/ Sherry Gydweld  
Secretary of the Board of Education

**NOTICE OF MUNICIPAL ELECTION CITY OF COLUMBIA, MISSOURI**

Notice is hereby given to the qualified voters of the City of Columbia, Missouri, that the City Council of that City has called an election to be held on Tuesday, April 8, 2014, commencing at six o'clock a.m. and closing at seven o'clock p.m., for the purpose of electing City Council Members for Wards 1 and 5. The following is a sample of the ballot that will be used at the election:

**FOR COUNCIL MEMBER, FIRST WARD 3 YEAR TERM (VOTE FOR 1)**

**GIVNY CHADWICK  
TYNNE BYNDOM  
WILLIAM (BILL) EASLEY**

**FOR COUNCIL MEMBER, FIFTH WARD 3 YEAR TERM (VOTE FOR 1)**

**LAURA NAUSER**

The election will be held at the following polling places in the City: See polling place listing at end of notice of election to be published on April 6, 2014.

Dated this 28th day of January, 2014

Wendy Noren  
Clerk of the County Commission

**NOTICE OF GENERAL ELECTION CITY OF ASHLAND**

Notice is hereby given to the qualified voters of the City of Ashland, Missouri, that the Board of Aldermen of the City of Ashland, Missouri, have called for a general election to be held in the designated polling places within the City on Tuesday, April 8, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

**FOR MAYOR 2 YEAR TERM (VOTE FOR 1)**

**GENE RHORER**

**FOR ALDERMAN WARD ONE 2 YEAR TERM (VOTE FOR 1)**

**NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY WRITE-IN**

Write-in

**FOR ALDERMAN WARD TWO 2 YEAR TERM (VOTE FOR 1)**

**JIM FASCIDOTTI**

**FOR ALDERMAN WARD THREE 2 YEAR TERM (VOTE FOR 1)**

**FRED KLIPPEL  
JESSE BRUNS**

I, Darla Leigh Soper, City Clerk of the City of Ashland, Missouri, do hereby certify that the foregoing is a true copy of the candidates who have filed for election to Ashland Municipal Office for April 8, 2014.

In witness, whereof, I have hereunto set my hand and the official seal of the City of Ashland, Missouri, this 27th day of January, 2014.

(City Seal)  
/s/Darla Leigh Soper, City Clerk  
City of Ashland, Missouri

**NOTICE OF GENERAL ELECTION CITY OF CENTRALIA, MISSOURI**

Notice is hereby given to the qualified voters of the City of Centralia, Missouri, that the Board of Trustees of said town has called a general election to be held in said town on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

**FOR ALDERMAN WARD 1 2 YEAR TERM (VOTE FOR 1)**

**ANDREA VOLLRATH**

**FOR ALDERMAN WARD II 2 YEAR TERM (VOTE FOR 1)**

**NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY WRITE-IN**

Write-in

**FOR ALDERMAN WARD III 2 YEAR TERM (VOTE FOR 1)**

**LONDON MAGLEY**

I, Heather Lockitt, City Clerk of the City of Centralia, Missouri, do hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Centralia municipal office for the April 8, 2014 election.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Centralia, Missouri, this 24th day of January, 2014.

(CITY SEAL)  
/s/Heather Lockitt, City Clerk  
City of Centralia, Missouri

**NOTICE OF SPECIAL ELECTION CITY OF CENTRALIA, MISSOURI MUNICIPAL LIBRARY DISTRICT**

Notice is hereby given to the qualified voters of the City of Centralia, Missouri Municipal Library District, that the Board of Aldermen of the City of Centralia, Missouri has called a general election to be held in the City of Centralia, Missouri Municipal Library District, concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION NUMBER 1**

Shall there be a tax increase of twenty-five cents (\$0.25) per one hundred dollars of assessed valuation over the present \$0.30 per one hundred dollars of assessed valuation for the purpose of funding the City of Centralia, Missouri Municipal Library District?

If this question is approved, the total tax levy (exclusive of any levy for debt service) for the City of Centralia, Missouri Municipal Library District will be \$0.55 per one hundred dollars of assessed valuation.

**YES  
NO**

DATED: Jan 28, 2014  
County Clerk of Boone County, Missouri

**NOTICE OF GENERAL ELECTION CITY OF HALLSVILLE, MISSOURI**

Notice is hereby given to the qualified voters of the City of Hallsville, Missouri that the Board of Aldermen of the City of Hallsville, Missouri has called for a general election to be held at the designated polling place within the City on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

**FOR MAYOR 2 YEAR TERM (VOTE FOR 1)**

**CHERI TOALSON REISCH**

**FOR ALDERMAN WARD I 2 YEAR TERM (VOTE FOR 1)**

**THOMAS L. PAULEY**

**FOR ALDERMAN WARD II 2 YEAR TERM (VOTE FOR 1)**

**NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY WRITE-IN**

Write-in

I, Kim Bree, City Clerk of the City of Hallsville, Missouri, do hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Hallsville municipal office for April 8, 2014 election.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Hallsville, Missouri, this 22nd day of January, 2014.

(CITY SEAL)  
/s/Kim Bree, City Clerk  
City of Hallsville, Missouri

**NOTICE OF GENERAL ELECTION TOWN OF HARRISBURG, MISSOURI**

Notice is hereby given to the qualified voters of the Town of Harrisburg, Missouri that the Board of Trustees of said town has called a general election to be held in said town on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**REGGIE WILHITE**

Write-in

**NOTICE OF ELECTION TOWN OF HARTSBURG, MISSOURI**

Notice is hereby given to qualified voters of the Village of Hartsburg, Missouri that an election will be held on Tuesday the eighth of April, 2014

beginning at six o'clock in the A.M. and closing at seven o'clock in the P.M. on said date, to vote on the election of two Members for the Board of Trustees shown in the sample ballot below:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**NO CANDIDATE FILED. TRUSTEE TO BE ELECTED BY WRITE-IN**

Write-in

**NOTICE OF GENERAL ELECTION TOWN OF HUNTSDALE, MISSOURI**

Notice is hereby given to the qualified voters of the Village of Huntsdale, Missouri that the Municipal Election of said Village will be held at the regularly designated polling place on Tuesday, the 8th day of April, 2014, beginning at six o'clock A.M. (6:00 A.M.) and closing at seven o'clock P.M. (7:00 P.M.) of said day, to vote on the candidates set forth in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 3)**

**ED MCGEE  
DORTHY EBERHART  
ANA LORZE**

/s/Deby Lancaster  
Mayor  
Huntsdale, MO

**NOTICE OF GENERAL ELECTION TOWN OF MCBARK, MISSOURI**

Notice is hereby given to the qualified voters of the Town of McBark, Missouri that the Municipal Election of said Town will be held at the regularly designated polling place on Tuesday, the 8th day of April, 2014, beginning at 6:00 A.M. and closing at 7:00 P.M. of said day, to vote on the candidates set forth in the following sample ballot:

**FOR TRUSTEE 2 YEAR TERM (VOTE FOR 2)**

**VIRGINIA COLEMAN  
PARWIN SAPP**

/s/VIRGINIA COLEMAN  
City Clerk  
Town of McBark, Missouri

**NOTICE OF ELECTION VILLAGE OF PIERPONT, MISSOURI**

Notice is hereby given to the qualified voters of the Village of Pierpont, Missouri that the Board of Trustees of the Village has called an election to be held in the Village on Tuesday, April 8th, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m. on the question in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**JUSTIN JOHN  
ROBERT MILLER**

This election will be held at Rock Bridge Elementary School, 5151 S Hwy 163, Columbia, Boone County

Dated this day of January 28th, 2014

Barry Bean, Village Clerk

**NOTICE OF ELECTION CITY OF ROCHEPORT, MISSOURI STATE OF MISSOURI COUNTY OF BOONE**

**PUBLIC NOTICE IS HEREBY GIVEN TO THE QUALIFIED VOTERS THAT AN ELECTION WILL BE HELD IN THE CITY OF ROCHEPORT, MISSOURI IN BOONE COUNTY ON TUESDAY, APRIL 8, 2014 FOR THE PURPOSE OF ELECTING ONE ALDERMAN FOR WARD ONE FOR A TWO YEAR TERM, ONE ALDERMAN FOR WARD TWO FOR A TWO YEAR TERM, COMMENCING UPON CERTIFICATION AND OATH OF OFFICE.**

**THE POLLS AT SAID ELECTION WILL BE KEPT OPEN FROM AND BETWEEN THE HOURS OF SIX O'CLOCK AM AND SEVEN O'CLOCK PM**

**THE BALLOTS OF SAID ELECTION WILL BE IN THE FORM OF THE SAMPLE BALLOT.**

**FOR ALDERMAN WARD ONE 2 YEAR TERM (VOTE FOR 1)**

**CEE JAYE PECORAK**

**FOR ALDERMAN WARD TWO 2 YEAR TERM (VOTE FOR 1)**

**MIKE FRIEDMANN**

**BY THE ORDER OF THE BOARD OF ALDERMEN FOR THE CITY OF ROCHEPORT, BOONE COUNTY, MISSOURI THIS 22ND DAY OF JANUARY 2014**

RESPECTFULLY SUBMITTED  
CITY CLERK

SHIRLEY JENKINS-OLD  
ROCHEPORT, MISSOURI

**NOTICE OF MUNICIPAL ELECTION CITY OF STURGEON, MISSOURI**

Notice is hereby given to the qualified voters of the City of

Sturgeon, Missouri that the Board of Aldermen of the City of Sturgeon, Missouri has called for a Municipal Election to take place on Tuesday the 8th day of April, 2014 beginning at six o'clock a.m. and closing at seven o'clock p.m. of said day for said voters to vote on the candidates set forth in the following sample ballot:

**FOR ALDERMAN, WARD I 2 YEAR TERM (VOTE FOR 1)**

**STEVE CROSSWHITE**

**FOR ALDERMAN, WARD II 2 YEAR TERM (VOTE FOR 1)**

**KEVIN ABRAHAMSON**

I, DeAnna Jacobs, City Clerk of the City of Sturgeon, Missouri, do hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Sturgeon municipal office for the April 8, 2014 election.

(CITY SEAL)  
/s/DeAnna Jacobs, City Clerk  
City of Sturgeon, Missouri

**NOTICE OF ELECTION BOONE COUNTY FIRE PROTECTION DISTRICT**

Notice is hereby given to the qualified voters of the Boone County Fire Protection District that the Board of Directors of the District has called a bond election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION**

Shall Boone County Issue Its general obligation bonds in the amount of \$14,000,000 for the purpose of acquiring real property; constructing, furnishing and equipping new fire stations; constructing, furnishing and equipping additions and/or renovations to existing fire stations; and acquiring and/or reconstructing firefighting apparatus and equipment, emergency apparatus and equipment and training facilities and equipment?

**YES  
NO**

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election to be published on April 6, 2014.

DATED: January 21, 2014  
County Clerk of Boone County, Missouri

**NOTICE OF ELECTION CENTRALIA SPECIAL ROAD DISTRICT**

Notice is hereby given to the qualified voters of the Centralia Special Road District pursuant to the provisions of 233.040 RSMo an election is to be held in said district on Tuesday, the 8th day of April, 2014, 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 to the Commission of the Centralia Special Road District of Boone County, Missouri for a term of 3 years.

The ballot at said election shall be in substantially the following form:

**FOR COMMISSIONER 3 YEAR TERM (VOTE FOR 1)**

**JOHN SELBY  
GARY RIEDEL**

Done this 28th day of January, 2014

Attest

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

/s/Daniel K. Altwi  
Presiding Commissioner

/s/Karen M. Miller  
District I Commissioner

/s/Jane M. Thompson  
District II Commissioner

I, Wendy S. Noren, County Clerk and Election Authority in and for the County of Boone, State of Missouri, hereby certify that the above and foregoing is a true and correct copy of the ballot as certified to me by the officers or agencies calling for an election to be held in said County on Tuesday, the 8th day of April, 2014.

The polling places for said election will be open from the hours of 6:00 am until 7:00 pm during which time any person properly registered to vote in the county will be given the opportunity to cast his or her ballot.

Done by order of the County Clerk of the County of Boone, this 28th day of January, 2014.

(Seal)  
/s/Wendy S. Noren  
County Clerk  
Boone County, Missouri



Exhibit B (cont'd)  
JOURNAL Filing for Boone County  
Hospice Trustee

**NOTICE OF  
CANDIDATE FILING  
BOONE COUNTY  
HOSPITAL TRUSTEE**

Notice is hereby given to the qualified electors of the County of Boone, Missouri, that an election will be held in said County on Tuesday, the 8th day of April, 2014, for the purpose of electing 1 (one) Hospital Trustee for the County of Boone. One trustee elected shall serve for a term of 5 years.

The filing period for Hospital Trustee of said County shall be from 8:00 a.m. on Tuesday, the 17th of December, 2013 until 5:00 p.m. on Tuesday, the 21st of January, 2014. Persons wishing to file to become a candidate for Hospital Trustee of Boone County shall file in the office of the Boone County Clerk, 801 E. Walnut St. Rm. 236, Columbia, Missouri. Candidates for Hospital Trustee shall be residents of the County.

/s/Wendy S. Noren  
Boone County Clerk

Exhibit B cont'd

Guard Filing, Centralia  
Special Road District Commissioner

**NOTICE OF  
CANDIDATE FILING  
CENTRALIA SPECIAL  
ROAD DISTRICT  
COMMISSIONER**

Notice is hereby given to the qualified voters of the Centralia Special Road District, County of Boone, Missouri, that an election will be held in said Road District on Tuesday, the 8th day of April, 2014, for the purpose of electing 1 (one) Commissioner of Centralia Special Road District. The commissioner elected shall serve for a term of 3 years.

The filing period for Commissioner of Centralia Special Road District of said County shall be from 8:00 a.m. on Tuesday, the 17th of December, 2013 until 5:00 p.m. on Tuesday, the 21st of January, 2014. Persons wishing to file to become a candidate for Commissioner of Centralia Special Road District shall file in the office of the Centralia City Clerk, 114 S. Rollins, Centralia, Missouri. Candidates for Commissioner of Centralia Special Road District shall be resident taxpayers of the Road District.

/s/Wendy S. Noren  
Boone County Clerk

*Exhibit B cont'd  
Boone County Clerk Candidates to be  
Nominated*

**Notice of Offices for which  
Candidates are to be Nominated  
at the August 5, 2014  
Primary Election**

NOTICE IS HEREBY GIVEN to persons wishing to file a declaration of candidacy to appear as a candidate for nomination at the primary election that filling will open on Tuesday, February 25, 2014 at 8:00 a.m. and will continue until Tuesday, March 25, 2014 at 5:00 p.m.

Filing for the following offices will take place in the office of the Honorable Jason Kander, Missouri Secretary of State, in the James C. Kirkpatrick State Information Center at 600 West Main Street in Jefferson City, Missouri:

- State Auditor**
- Representative in Congress for Fourth District**
- State Representative for Forty-Fourth District**
- State Representative for Forty-Fifth District**
- State Representative for Forty-Sixth District**
- State Representative for Forty-Seventh District**
- State Representative for Fiftieth District**
- Circuit Judge Circuit No. 13, Division 4**

FURTHER NOTICE IS GIVEN that filing for the following offices will take place in the office of Wendy S. Noren, County Clerk, Boone County, in the Boone County Government Center, 801 E. Walnut St. Room 236, Columbia, Missouri:

- Associate Circuit Judge, Division 5**
- Associate Circuit Judge, Division 9**
- Associate Circuit Judge, Division 10**
- Associate Circuit Judge, Division 11**
- Presiding Commissioner of the County Commission**
- County Clerk**
- Clerk of the Circuit Court**
- Recorder of Deeds**
- Prosecuting Attorney**
- County Auditor**
- Collector of Revenue**

Declarations of candidacy may be filed for the following political officers who are to be elected at the Primary Election:

- Committeeman and Committeewoman Democratic, Republican, Libertarian, Constitution Party:**
- Bourbon Township**
- Cedar Township**
- Centralia Township**
- Columbia Township**
- Katy Township**
- Missouri Township**
- Perche Township**
- Rock Bridge Township**
- Rocky Fork Township**
- Three Creeks Township**
- City of Columbia:**  
Wards 1, 2, 3, 4, 5, and 6
- City of Ashland:**  
Wards 1, 2, and 3
- City of Centralia:**  
Wards 1, 2, and 3
- City of Hallsville:**  
Wards 1 and 2
- City of Rocheport:**  
Wards 1 and 2
- City of Sturgeon:**  
Wards 1 and 2

In addition, such offices as become vacant by expiration of term, by death or resignation of incumbent or vacant for any cause, and which under the law, should be filled at the general election to be held November 4, 2014.

**NOTICE OF VOTER  
REGISTRATION ACCESSIBILITY**

FURTHER NOTICE IS GIVEN that at least one-half of the sites provided for voter registration shall be accessible to handicapped persons (RSMo 115.140). In addition, a disabled or elderly citizen may register to vote by alternative means including registration by mail, and curbside registration.

FOR MORE INFORMATION ON REGISTRATION AND VOTING: Persons may contact their local election authority by telephone at 886-4375 or by mail at Voter Registration, 801 E. Walnut St. Room 236, Columbia, MO 65201.

The Missouri Secretary of State's office provides a toll free number for persons with hearing impairments who have access to a Telecommunications Device for the Deaf (TDD). TDD users may call 800-669-8683 to obtain information on voter registration, polling place location and accessibility, absentee balloting, and other election-related services available in their local jurisdictions and from the State of Missouri.

The Boone County Clerk's office provides a telephone number for persons with hearing impairments who have access to a Telecommunications Device for the Deaf (TDD). TDD users may call 886-4388 to obtain information on polling places, absentee balloting, voter registration and other election-related services available in Boone County.

**CERTIFICATION OF ELECTION  
OFFICIALS**

Given under my hand and official seal at the Capitol in the City of Jefferson, State of Missouri, this 12th day of December, A.D., 2013.

(seal) /s/Jason Kander  
Secretary of State

I, Wendy S. Noren, County Clerk within and for the County of Boone do hereby certify that the above and foregoing is a true and correct list as certified to me by JASON KANDER, Secretary of State, State of Missouri, of the offices for which candidates are to be nominated or elected at the PRIMARY ELECTION to be held August 5, 2014.

(seal) /s/Wendy S. Noren  
County Clerk

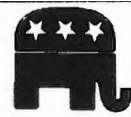
The filing dates for all offices are:  
8:00 A.M. February 25, 2014  
to  
5:00 P.M. March 25, 2014

**Certification of Candidates for Nomination and Party Emblems**

State of Missouri )  
                          ) ss  
Secretary of State )

The following are candidates for nomination to be voted for at the Primary Election to be held in the state of Missouri on the first Tuesday after the first Monday in August 2012, being the 7th day of August 2012, who have filed in the office of Rob N. Carnahan, Secretary of State, written declarations of candidacy as candidates for nomination, and are entitled to be voted for at such primary as required by law.

Also included are the party emblems for the Democratic, Republican, Libertarian and Constitution parties.



**REPUBLICAN PARTY CANDIDATES FOR NOMINATION**

**For U.S. Senator**  
**TODD AKIN**  
3370 BOUQUET RD  
PACIFIC, MO 63069  
**JERRY BECK**  
211 E OLIVE ST  
LA MONIE, MO 65337  
**SARAH STEELMAN**  
11820 SPRINGHOUSE LN  
ROLLA, MO 65401  
**JOHN G. BRUNNER**  
1726 BUTTERNUT DR  
ST LOUIS, MO 63131  
**MARK MEMOLY**  
2585 SW REGAL DR  
LEE'S SUMMIT, MO 64082  
**MARK PATRICK LODGES**  
208 BARAT AVE S  
ST LOUIS, MO 63135  
**ROBERT (BOB) POOLE**  
203 E UNION ST  
MAGON, MO 63552  
**HECTOR MALDONADO**  
295 CEDAR BREEZE DR  
SULLIVAN, MO 63080

**For Governor**  
**DAVID (DAVE) SPENCE**  
2021 WARSON RD S  
ST LOUIS, MO 63124  
**BILL FRANCES**  
5823 N CYPRESS AVE  
KANSAS CITY, MO 64119  
**FRED SAUER**  
454 HANMELSMITH RD  
ST LOUIS, MO 63141  
**For Lieutenant Governor**  
**CHARLES W. KULLMANN**  
4807 RHODES AVE  
ST LOUIS, MO 63116  
**BRAD LAGER**  
15898 HWY 71  
SAVANNAH, MO 64465  
**PETER KINDER**  
1220 ROCKWOOD DR  
CAPE GIRARDEAU, MO 63701  
**MIKE CARTER**  
139 BERKSHIRE DOWNS  
ST PETERS, MO 63376  
**For Secretary of State**  
**SCOTT RUPP**  
3107 BEAR VIEW CT  
WENTZVILLE, MO 63385  
**SHANE SCHOELLER**  
503 S CHANDLER DR  
WILLARD, MO 65781  
**BILL STOFFER**  
31229 MOUNT OLIVE RD  
MARSHALL, MO 65340

**For State Treasurer**  
**COLE MCNARY**  
413 STRAWBRIDGE DR  
CHESTERFIELD, MO 63017  
**For Attorney General**  
**ED MARTIN**  
6427 DEVONSHIRE AVE  
ST LOUIS, MO 63109  
**ADAM LEE WARREN**  
711 WASHINGTON ST  
CHILlicothe, MO 64601  
**For U.S. Representative**  
**District 4**  
**CALEB ROWDEN**  
3504 MEXICO GRAVEL RD  
COLUMBIA, MO 65202  
**MIKE BECKER**  
7830 OAKLAND GRAVEL RD  
COLUMBIA, MO 65202  
**CHRIS DWYER**  
14535 N LEVEL RD  
HALLSVILLE, MO 65255  
**DENNIS SMITH**  
6160 SADDLE HORN CT  
COLUMBIA, MO 65201  
**District 46**  
**FRED BERRY**  
2100 LIMERICK LN  
COLUMBIA, MO 65203  
**District 47**  
**MITCH RICHARDS**  
707 WASHINGTON AVE #8  
COLUMBIA, MO 65201  
**District 50**  
**CALEB JONES**  
605 CRYSTAL LANE  
CALIFORNIA, MO 65018  
**For Circuit Judge**  
**Circuit 13, Division 3**  
**KEVIN CRANE**  
1106 LARAIL DR  
COLUMBIA, MO 65203

**LIBERTARIAN PARTY CANDIDATES FOR NOMINATION**

**For U.S. Senator**  
**JONATHAN DINE**  
5116 NW KALIVAS DR APT 62  
RIVERSIDE, MO 64150  
**For Governor**  
**JIM HIGGINS**  
11944 CRAIG VIEW DR  
ST LOUIS, MO 63146  
**For Lieutenant Governor**  
**MATTHEW COPPLE**  
4037 NE 99TH TERR  
GLADSTONE, MO 64119  
**For Secretary of State**  
**CISSIE W SPRAGINS**  
3425 GLADSTONE BLVD  
KANSAS CITY, MO 64123  
**For State Treasurer**  
**SEAN O'TOOLE**  
3425 GLADSTONE BLVD  
KANSAS CITY, MO 64123  
**For Attorney General**  
**DAVE BROWNING**  
2715 S GARDNER RD  
OAK GROVE, MO 64075  
**For U.S. Representative**  
**District 4**  
**HERSCHEL L YOUNG**  
17100 E STATE RT 2  
HARRISONVILLE, MO 64701  
**THOMAS HILBROOK**  
515 LAUREL DR UNIT B  
WARRENSBURG, MO 64093

**For U.S. Representative**  
**District 9**  
**UNAPPROPRIATED 2 Year Term**  
**MICHAEL W. (MIKE) BRADLEY**  
3810 HALLBROOK COURT  
COLUMBIA, MO 65203  
**For Presiding Commissioner**  
**Unexpired 2 Year Term**  
**DANIEL K. ATWELL**  
3300 W ARBOR WAY  
COLUMBIA, MO 65203  
**For Associate Commissioner**  
**District 1**  
**KAREN M. MILLER**  
300 W BROADWAY  
COLUMBIA, MO 65203  
**For Associate Commissioner**  
**District 2**  
**DARIN FUGIT**  
1406 SIR BARTON DR  
COLUMBIA, MO 65202  
**O.J. STONE**  
5210 ST CHARLES RD  
COLUMBIA, MO 65201  
**JANET M. THOMPSON**  
8300 N WAGON TRAIL RD  
COLUMBIA, MO 65202  
**BRIAN DOLLAR**  
18230 N TUCKER SCHOOL RD  
STURGEON, MO 65284  
**For Assessor**  
**JOHN SCHALWECKER**  
2806 WATHER CT  
COLUMBIA, MO 65203  
**For Public Administrator**  
**CATHY D. RICHARDS**  
3108 WOODKIRK LN  
COLUMBIA, MO 65203  
**CONNIE BELL HENDREN**  
10950 W BRADLEY LN  
ROCHEPORT, MO 65279

**DEMOCRATIC PARTY CANDIDATES FOR NOMINATION**  
**For Associate Circuit Judge**  
**Circuit 13, Division 9**  
**Unexpired 2 Year Term**  
**MICHAEL W. (MIKE) BRADLEY**  
3810 HALLBROOK COURT  
COLUMBIA, MO 65203  
**For Presiding Commissioner**  
**Unexpired 2 Year Term**  
**DANIEL K. ATWELL**  
3300 W ARBOR WAY  
COLUMBIA, MO 65203  
**For Associate Commissioner**  
**District 1**  
**KAREN M. MILLER**  
300 W BROADWAY  
COLUMBIA, MO 65203  
**For Associate Commissioner**  
**District 2**  
**DARIN FUGIT**  
1406 SIR BARTON DR  
COLUMBIA, MO 65202  
**O.J. STONE**  
5210 ST CHARLES RD  
COLUMBIA, MO 65201  
**JANET M. THOMPSON**  
8300 N WAGON TRAIL RD  
COLUMBIA, MO 65202  
**BRIAN DOLLAR**  
18230 N TUCKER SCHOOL RD  
STURGEON, MO 65284  
**For Assessor**  
**JOHN SCHALWECKER**  
2806 WATHER CT  
COLUMBIA, MO 65203  
**For Public Administrator**  
**CATHY D. RICHARDS**  
3108 WOODKIRK LN  
COLUMBIA, MO 65203  
**CONNIE BELL HENDREN**  
10950 W BRADLEY LN  
ROCHEPORT, MO 65279

**CONSTITUTION PARTY CANDIDATES FOR NOMINATION**

**For U.S. Representative**  
**District 4**  
**HERSCHEL L YOUNG**  
17100 E STATE RT 2  
HARRISONVILLE, MO 64701  
**THOMAS HILBROOK**  
515 LAUREL DR UNIT B  
WARRENSBURG, MO 64093

**For U.S. Representative**  
**District 9**  
**UNAPPROPRIATED 2 Year Term**  
**MICHAEL W. (MIKE) BRADLEY**  
3810 HALLBROOK COURT  
COLUMBIA, MO 65203  
**For Presiding Commissioner**  
**Unexpired 2 Year Term**  
**DANIEL K. ATWELL**  
3300 W ARBOR WAY  
COLUMBIA, MO 65203  
**For Associate Commissioner**  
**District 1**  
**KAREN M. MILLER**  
300 W BROADWAY  
COLUMBIA, MO 65203  
**For Associate Commissioner**  
**District 2**  
**DARIN FUGIT**  
1406 SIR BARTON DR  
COLUMBIA, MO 65202  
**O.J. STONE**  
5210 ST CHARLES RD  
COLUMBIA, MO 65201  
**JANET M. THOMPSON**  
8300 N WAGON TRAIL RD  
COLUMBIA, MO 65202  
**BRIAN DOLLAR**  
18230 N TUCKER SCHOOL RD  
STURGEON, MO 65284  
**For Assessor**  
**JOHN SCHALWECKER**  
2806 WATHER CT  
COLUMBIA, MO 65203  
**For Public Administrator**  
**CATHY D. RICHARDS**  
3108 WOODKIRK LN  
COLUMBIA, MO 65203  
**CONNIE BELL HENDREN**  
10950 W BRADLEY LN  
ROCHEPORT, MO 65279

**For U.S. Representative**  
**District 4**  
**HERSCHEL L YOUNG**  
17100 E STATE RT 2  
HARRISONVILLE, MO 64701  
**THOMAS HILBROOK**  
515 LAUREL DR UNIT B  
WARRENSBURG, MO 64093

**CERTIFICATION**

State of Missouri )  
                          ) ss  
Secretary of State )

I, Rob N. Carnahan, Secretary of State of the State of Missouri do hereby certify that the foregoing is a true and correct list, containing the name and address of each person who has filed a written declaration of candidacy in my office and is entitled to be voted on at the primary election, together with a statement of the office for which he/she is a candidate, the party he/she represents and the order in which the candidates' names are to appear on the ballot.

I further certify the foregoing party emblems of the Democratic, Republican, Libertarian and Constitution Parties, respectively, in accordance with Section 115.385, Revised Statutes of Missouri.

IN TESTIMONY WHEREOF, hereunto set my hand and affix the Seal of my office in the City of Jefferson, State of Missouri, this 25th day of May 2012.  
(seal)  
/s/ Rob N. Carnahan  
Secretary of State

**COUNTY CLERK/ELECTION AUTHORITY CERTIFICATION**

I, Wendy S. Noren, County Clerk/Election Authority within and for the county of Boone do hereby certify that the above and foregoing is a true and correct list as certified to me by Rob N. Carnahan, Secretary of State, State of Missouri, of the offices for which candidates are entitled to be voted for at the PRIMARY ELECTION to be held August 7, 2012.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal. Done at my office this 29th day of May, 2012.  
(seal)  
/s/Wendy S. Noren  
County Clerk/Election Authority

State of Missouri )  
                          ) ss  
Secretary of State )

The following are the candidates for nomination or election to be voted for at the Primary Election to be held in Boone County, Missouri on the first Tuesday after the first Monday in August 2012, being the 7th day of August 2012, who have filed in the office of Wendy S. Noren, Boone County Clerk written declarations of candidacy as candidates for nomination or election and are entitled to be voted for at such primary as required by law. Polling places will be open from the hour of 8:00 a.m. until 7:00 p.m. on said day during which any person properly registered to vote in the County will be given the opportunity to cast his or her ballot.

**DEMOCRATIC PARTY CANDIDATES FOR NOMINATION**  
**For Associate Circuit Judge**  
**Circuit 13, Division 9**  
**Unexpired 2 Year Term**  
**MICHAEL W. (MIKE) BRADLEY**  
3810 HALLBROOK COURT  
COLUMBIA, MO 65203  
**For Presiding Commissioner**  
**Unexpired 2 Year Term**  
**DANIEL K. ATWELL**  
3300 W ARBOR WAY  
COLUMBIA, MO 65203  
**For Associate Commissioner**  
**District 1**  
**KAREN M. MILLER**  
300 W BROADWAY  
COLUMBIA, MO 65203  
**For Associate Commissioner**  
**District 2**  
**DARIN FUGIT**  
1406 SIR BARTON DR  
COLUMBIA, MO 65202  
**O.J. STONE**  
5210 ST CHARLES RD  
COLUMBIA, MO 65201  
**JANET M. THOMPSON**  
8300 N WAGON TRAIL RD  
COLUMBIA, MO 65202  
**BRIAN DOLLAR**  
18230 N TUCKER SCHOOL RD  
STURGEON, MO 65284  
**For Assessor**  
**JOHN SCHALWECKER**  
2806 WATHER CT  
COLUMBIA, MO 65203  
**For Public Administrator**  
**CATHY D. RICHARDS**  
3108 WOODKIRK LN  
COLUMBIA, MO 65203  
**CONNIE BELL HENDREN**  
10950 W BRADLEY LN  
ROCHEPORT, MO 65279

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 1 Committeewoman**  
**MITCH RICHARDS**  
707 WASHINGTON AVE APT B  
COLUMBIA, MO 65201  
**STEVE ATHANS**  
2012 W ASH ST APT F-9  
COLUMBIA, MO 65203  
**Columbia Ward 1 Committeewoman**  
**GAITHA C. ATHANS**  
2012 W ASH ST APT F-9  
COLUMBIA, MO 65203  
**Columbia Ward 2 Committeewoman**  
**DALE PARMER**  
3712 GALLOWAY FOX DR  
COLUMBIA, MO 65202  
**ANTHONY R. TONY LUPO**  
2312 SUNFLOWER ST  
COLUMBIA, MO 65202  
**JENNIFER MURPHY**  
1806 AMERICUS DR  
COLUMBIA, MO 65202  
**Columbia Ward 3 Committeewoman**  
**NORMAN LAMPTON**  
4002 B IMPERIAL CT  
COLUMBIA, MO 65202  
**PHILIP C. DOOLEY**  
3711 LANSING AVE  
COLUMBIA, MO 65201  
**JOHN DAVIS**  
1103 MEHL RD APT 1  
COLUMBIA, MO 65201  
**Columbia Ward 3 Committeewoman**  
**SARA WALSH**  
4704 CLARK LANE APT 204  
COLUMBIA, MO 65201  
**Columbia Ward 4 Committeewoman**  
**FRED BERRY**  
2100 LIMERICK LN  
COLUMBIA, MO 65203  
**Columbia Ward 4 Committeewoman**  
**RACHEL FEI**  
2012 SWINDON AVE  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**DAVID BRUCE CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**GREG LINGEL**  
605 PEAR TREE CIRCLE  
COLUMBIA, MO 65203  
**C. BRUCE CORNETT**  
3510 AUGUSTA DR  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**NORMA CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 1 Committeewoman**  
**MITCH RICHARDS**  
707 WASHINGTON AVE APT B  
COLUMBIA, MO 65201  
**STEVE ATHANS**  
2012 W ASH ST APT F-9  
COLUMBIA, MO 65203  
**Columbia Ward 1 Committeewoman**  
**GAITHA C. ATHANS**  
2012 W ASH ST APT F-9  
COLUMBIA, MO 65203  
**Columbia Ward 2 Committeewoman**  
**DALE PARMER**  
3712 GALLOWAY FOX DR  
COLUMBIA, MO 65202  
**ANTHONY R. TONY LUPO**  
2312 SUNFLOWER ST  
COLUMBIA, MO 65202  
**JENNIFER MURPHY**  
1806 AMERICUS DR  
COLUMBIA, MO 65202  
**Columbia Ward 3 Committeewoman**  
**NORMAN LAMPTON**  
4002 B IMPERIAL CT  
COLUMBIA, MO 65202  
**PHILIP C. DOOLEY**  
3711 LANSING AVE  
COLUMBIA, MO 65201  
**JOHN DAVIS**  
1103 MEHL RD APT 1  
COLUMBIA, MO 65201  
**Columbia Ward 3 Committeewoman**  
**SARA WALSH**  
4704 CLARK LANE APT 204  
COLUMBIA, MO 65201  
**Columbia Ward 4 Committeewoman**  
**FRED BERRY**  
2100 LIMERICK LN  
COLUMBIA, MO 65203  
**Columbia Ward 4 Committeewoman**  
**RACHEL FEI**  
2012 SWINDON AVE  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**DAVID BRUCE CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**GREG LINGEL**  
605 PEAR TREE CIRCLE  
COLUMBIA, MO 65203  
**C. BRUCE CORNETT**  
3510 AUGUSTA DR  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**NORMA CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 2 Committeewoman**  
**WILLIAM (BILL) CLARK**  
3906 GRACE ELLEN DR  
COLUMBIA, MO 65202  
**Columbia Ward 2 Committeewoman**  
**KHESHA DUNCAN**  
3800 SADDLEBROOK PL #207  
COLUMBIA, MO 65202  
**Columbia Ward 3 Committeewoman**  
**GRI-G AHRFENS**  
1504 SYLVAN LN  
COLUMBIA, MO 65202  
**Columbia Ward 4 Committeewoman**  
**KAY J. CALLISON**  
690 CRESTLAND AVE  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**HOMER L. PAGE**  
503 N BROOKLINE DR  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**PEG MILLER**  
102 E GREEN MEADOWS RD #6  
COLUMBIA, MO 65203  
**Hallsville Ward 1 Committeewoman**  
**PHYLLIS LUST**  
2650 S. ROBY FARM RD  
ROCHEPORT, MO 65279  
**Katy Twp Committeewoman**  
**PHYLLIS LUST**  
2650 S. ROBY FARM RD  
ROCHEPORT, MO 65279  
**JANICE FAABORG**  
5300 W HATTON CHAPEL RD  
COLUMBIA, MO 65202  
**Perche Twp Committeewoman**  
**HARHY FEHRMAN**  
7301 N BOOTHE LN  
ROCHEPORT, MO 65279

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 2 Committeewoman**  
**WILLIAM (BILL) CLARK**  
3906 GRACE ELLEN DR  
COLUMBIA, MO 65202  
**Columbia Ward 2 Committeewoman**  
**KHESHA DUNCAN**  
3800 SADDLEBROOK PL #207  
COLUMBIA, MO 65202  
**Columbia Ward 3 Committeewoman**  
**GRI-G AHRFENS**  
1504 SYLVAN LN  
COLUMBIA, MO 65202  
**Columbia Ward 4 Committeewoman**  
**KAY J. CALLISON**  
690 CRESTLAND AVE  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**HOMER L. PAGE**  
503 N BROOKLINE DR  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**PEG MILLER**  
102 E GREEN MEADOWS RD #6  
COLUMBIA, MO 65203  
**Hallsville Ward 1 Committeewoman**  
**PHYLLIS LUST**  
2650 S. ROBY FARM RD  
ROCHEPORT, MO 65279  
**Katy Twp Committeewoman**  
**PHYLLIS LUST**  
2650 S. ROBY FARM RD  
ROCHEPORT, MO 65279  
**JANICE FAABORG**  
5300 W HATTON CHAPEL RD  
COLUMBIA, MO 65202  
**Perche Twp Committeewoman**  
**HARHY FEHRMAN**  
7301 N BOOTHE LN  
ROCHEPORT, MO 65279

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 3 Committeewoman**  
**NORMA CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 3 Committeewoman**  
**NORMA CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 4 Committeewoman**  
**RACHEL FEI**  
2012 SWINDON AVE  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**DAVID BRUCE CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**GREG LINGEL**  
605 PEAR TREE CIRCLE  
COLUMBIA, MO 65203  
**C. BRUCE CORNETT**  
3510 AUGUSTA DR  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**NORMA CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 5 Committeewoman**  
**DAVID BRUCE CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**GREG LINGEL**  
605 PEAR TREE CIRCLE  
COLUMBIA, MO 65203  
**C. BRUCE CORNETT**  
3510 AUGUSTA DR  
COLUMBIA, MO 65203  
**Columbia Ward 5 Committeewoman**  
**NORMA CLARK**  
700 SUDBURY DR  
COLUMBIA, MO 65203  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY R. BIRLIM II**  
2301 SILVER LEAF CT  
COLUMBIA, MO 65201  
**Ashland Ward 1 Committeewoman**  
**BRIGHTIE PLISKA**  
505 N HENRY CLAY BLVD  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**KIRK ARNOID**  
205 JOHNSON CT  
ASHLAND, MO 65010  
**Ashland Ward 2 Committeewoman**  
**PAT JOENS**  
509 DOUGLAS DR  
ASHLAND, MO 65010  
**Ashland Ward 3 Committeewoman**  
**MIKE MCCUBBIN**  
409 BILLY JOE SAPP DR  
ASHLAND, MO 65010

**DEMOCRATIC PARTY CANDIDATES FOR ELECTION**  
**Columbia Ward 6 Committeewoman**  
**RYAN M. HEINRY**  
1768 SUN CT  
COLUMBIA, MO 65201  
**TYLOR WHITHAM**  
206 S COLLEGE AVE  
COLUMBIA, MO 65201  
**Columbia Ward 6 Committeewoman**  
**AMY**





**Item # 43**  
MONIKA BONWIE J  
12304 19 12 1201  
Sec 11 T48 R13  
4001 CITATION DR  
L127 Belmont Village Plat No. 2 as  
shown by Plat Book/Page 27/19  
2016R: \$1,382.99  
2017R: \$2,531.74  
Total: \$3,914.73

**Item # 48**  
SPICER DONALD R & ROSALIE A  
12304 19 12 1201  
Sec 11 T48 R12  
1501 SECRETARIAT DR  
as L18 of Derby Ridge Plat No. 1 as  
shown in Plat Book/Page 20/38  
2016R: \$3,334.33  
2017R: \$2,766.77  
Total: \$6,101.10

**Item # 47**  
NGUYEN NGOC B  
12304 19 12 1201  
Sec 27 T49 R12  
5591 E ELDER DR  
L15 182 Southern View Acres SD as  
shown in Plat Book/Page 10/90  
2016R: \$414.05  
2016S: \$1,437.23  
2017R: \$192.84 Total: \$2,044.12

**Item # 45**  
COLUMBIA BASS PROPERTIES LLC  
12304 19 12 1201  
Sec 33 T49 R12  
WOODARD DR

A tract of land located in the SW¼  
of Sec 33 T49N R12W and desc: as  
beg at SE cor of L12 Henley SD as  
rec in Plat Book/Page 6/17; thence  
along E line of said plat, N00°26'E,  
765.0'; thence leaving said line,  
S75°31'E, 1.9' to W ROW of  
Woodard Dr; thence following said  
ROW along 30.0' curve to right,  
39.8'; thence, continuing along said  
ROW, S00°26'W, 735.4' to NE cor  
of Centestate Plat 12-B rec in Plat  
Book/Page 4546/134; thence  
along N line of said plat, N89°34'W,  
24.6' to the POB  
2016R: \$451.57 2017R: \$19.82  
Total: \$471.39

**Item # 49**  
JACKSON XAVIER  
12304 19 12 1201  
Sec 33 T49 R12  
4717 OAK VIEW DR  
L40 Oakview Terrace SD as shown  
in Plat Book/Page 7/51  
2016R: \$2,284.95  
2017R: \$1,848.80  
Total: \$4,133.75

**Item # 50**  
SMITH JERALD WINFRED & MARY  
SHIRLEY  
12304 19 12 1201  
Sec 33 T49 R12  
4618 OAK VIEW DR  
E 25.0' L34 & all L35 of Oakview  
Terrace SD as shown in Plat Book/  
Page 7/51  
2016R: \$1,528.64  
2017R: \$1,804.55  
Total: \$3,333.19

**Item # 51**  
BARRINGHAUS LARRY E & CONNIE  
S  
12304 19 12 1201

**Item # 52**  
HENGAN MARK H & SANDRA S  
12304 19 12 1201  
Sec 01 T48 R14  
2651 N LOCUST GROVE CHURCH  
Decided 1.77 Acres Tract in NW¼ of  
Sec 1 T48N R14W being part of Sur  
rec Book/Page 388-101 desc as:  
Beg at NE cor of NW¼ of Sec 1,  
said point also being the NE cor of  
Sur shown in Book/Page 388-101;  
thence S00°10'E 400.0' to SE cor  
of Sur in Book/Page 396-882 &  
point of beg; thence continuing  
S00°10'E, 330.08'; thence N85°  
43'W, 263.98'; thence N00°10'W  
305.92' to S line of said Sur in  
Book/Page 396-882; thence along  
S line of said Sur, N89°02'E,  
263.18' to POB as rec Sur Book/  
Page 413-03, except part for road  
2016R: \$1,238.20  
2017R: \$1,893.93  
Total: \$3,132.13

**Item # 53**  
STOVER MARK E  
12304 19 12 1201  
Sec 03 T48 R13  
8206 W TRAILS WEST DR  
L37 Trails West SD Plat 1 as shown  
in Plat Book/Page 10/101  
2016R: \$1,619.48  
2017R: \$1,279.43  
Total: \$2,898.91

**Item # 54**  
DUREN MARGARET V (ESTATE)  
12304 19 12 1201  
Sec 03 T48 R13  
ROSECLIFF DR  
L15 of Rosecliff SD of a part of the  
SW¼, SW¼ Sec 3 T48N R13W as  
rec Plat Book/Page 5/20  
2016R: \$1,744.44 2017R: \$264.49  
Total: \$2,008.93

**Item # 55**  
SNIRES J L  
12304 19 12 1201  
Sec 11 T48 R13  
713 HUNT AVE  
L47 Alamo Place SD as shown in  
Plat Book/Page 3/34  
2016R: \$756.48 2017R: \$516.97  
Total: \$1,273.45

**Item # 56**  
PAIGE EVELYN I & DENNIS E  
12304 19 12 1201  
Sec 11 T48 R13  
613 W SEXTON RD  
L4 Mikele SD of Lts 83, 84, 85, 88,  
& W½ Lts 86 & 87 of Garth's Addn  
to City of Columbia as shown in Plat  
Book/Page 2/9  
2016R: \$791.93 2017R: \$757.12  
Total: \$1,549.05

**Item # 57**  
MONIKA BONWIE J  
12304 19 12 1201  
Sec 11 T48 R13  
714 MIKEL ST  
E 55.0' of Lts 82 & 63 of Northwest  
Highlands Addn to the City of  
Columbia as shown in Plat Book/  
Page 4  
2016R: \$927.79  
2017R: \$1,014.86  
Total: \$1,938.65

**Item # 58**  
HICKER PATRICIA DEANNE, DEBRA  
SUE HICKS, DANA JOYCE HICKER,  
JULIA DENNIS HICKER  
12304 19 12 1201  
Sec 11 T48 R13  
710 COOK AVE  
The NW¼ of Lts 59 & 60 Bank's SD  
of Lts 33,45, and 47 of Garth's SD  
of Lts 49 to 72 inclusive of Garth's  
Addn to the City of Columbia as  
shown in Plat Book/Page 2/14  
2016R: \$1,518.15  
2017R: \$1,135.20  
Total: \$2,653.35

**Item # 59**  
RICHARDSON DORIS  
12304 19 12 1201  
Sec 11 T48 R13  
707 BANKS AVE  
S½ Lts 61 & 62 Bank's SD of Lts  
33, 46, 47 of Garth's SD of Lts 49  
to 72 inclusive, of Garth's Addn to  
the City of Columbia, & N½ of  
vacated Peary St as shown in Plat  
Book/Page 2/14  
2016R: \$1,304.14  
2017R: \$954.65  
Total: \$2,258.79

**Item # 60**  
NELSON MAXINE A  
12304 19 12 1201  
Sec 11 T48 R13  
906 MADISON ST  
L4 Lewis SD as shown in Plat Book/  
Page 7/69  
2016R: \$1,120.90  
2017R: \$808.25  
Total: \$1,929.15

**Item # 61**  
WREN CHARLES & TERESA  
12304 19 12 1201  
Sec 12 T48 R13  
1107 GRAND AVE  
N37 of L33 Guitars SD & Park Addn  
as shown in Plat Book/Page 1/16  
2016R: \$843.13 2017R: \$575.03  
Total: \$1,418.16

**Item # 62**  
KEY RUBEN AND CLEMENTINE  
12304 19 12 1201  
Sec 12 T48 R13  
15 FOURTH AVE  
L23 Guitars SD & Park Addn to City  
of Columbia as shown in Plat Book/  
Page 1/16  
2016R: \$348.81 2017R: \$484.64  
Total: \$833.45

**Item # 63**  
ALLEN DOROTHY L  
12304 19 12 1201  
Sec 12 T48 R13  
18 FOURTH AVE  
L16 Guitars SD & Park Addn to City  
of Columbia as shown in Plat Book/  
Page 1/16  
2016R: \$1,079.99  
2017R: \$765.62  
Total: \$1,845.61

**Item # 64**  
SOBCHAK ESTATE LLC  
12304 19 12 1201  
Sec 12 T48 R13  
207 FOURTH AVE  
E½ of L33 Guitars SD & Park Addn  
to City of Columbia as shown in Plat  
Book/Page 1/16  
2016R: \$889.28 2017R: \$317.72  
Total: \$1,207.00

**Item # 65**  
KINKADE GREGORY CHARLES  
12304 19 12 1201  
Sec 11 T48 R13  
110 W FOREST AVE  
The E 60.0' of the S 50.0' of L45  
and the E 60.0' of the N 50.0' of  
L28 and the E 60.0' of the N 150.0'  
of L45 in JA. Stewart's Addn to the  
City of Columbia as shown in Plat  
Book/Page 2/10 and rec WD Book/  
Page 411/475  
2016R: \$1,266.27  
2017R: \$930.86  
Total: \$2,197.13

**Item # 66**  
BRADFORD DELORES A  
12304 19 12 1201  
Sec 12 T48 R13  
219 W LOYAL ST  
W 67 L9 Alex Bradford SD of L30  
Garth's SD as shown in Plat Book/  
Page 1/30 as shown as Tract 1 Sur  
Book/Page 273-454  
2016R: \$1,728.65  
2017R: \$1,320.87  
Total: \$3,049.52

**Item # 67**  
RICHMOND EWELL, THOMAS BIRCH  
BROWN, JUANITA WALKER, OPAL  
DIXON, GRACE CURTIS, MAXINE  
HOWARD, ARLENE BROWN, IDA  
AVERS, HESTER CHEATUM, ELLA  
UMER, SARAH DUE, LAVENA  
GALBREATH, GEORGE BROWN, JR,  
STANLEY BROWN, IRMA WRIGHT,  
PHYLLIS FLOWERS, ELORA GANT,  
ERNEST JONES, AND ALICE  
WILLIAMS BROWN  
12304 19 12 1201  
Sec 12 T48 R13  
215 W WORLEY ST  
E 50.0' Lts 9 10 & 11 Alex  
Bradford Jrs. SD of L30 Garth's  
Addn as shown in Plat Book/Page  
1/30  
2016R: \$775.18 2017R: \$694.10  
Total: \$1,469.28

**Item # 68**  
TRASS PRESIDENT ESTATE  
12304 19 12 1201  
Sec 12 T48 R13  
512 NOBLE CT  
L5 except the following desc  
triangle of land: Beg at SE cor of  
said L5, thence Wly to a point on  
the Wly line of said L5 at a point  
15' 20.0" NW from the NW cor of L4,  
thence S8ly along said Wly line  
10.0' to the NW cor of said L4,  
thence N8ly along the S line of said  
L5 to POB; also the S8ly 10.0' of L6  
lying parallel to and adjoining the  
Wly line of said L5, all in B1 of LM  
Notbe's SD in City of Columbia as  
rec Sur Book/Page 285/161  
2016R: \$640.02 2017R: \$874.66  
Total: \$1,514.68

**Item # 69**  
BEACH MARY H  
12304 19 12 1201  
Sec 12 T48 R13  
100 E SEXTON RD  
L3 EC Clinkscales' 2nd Addn as  
shown in Plat Book/Page 2/40  
2016R: \$643.75 2017R: \$757.12  
Total: \$1,400.87

**Item # 70**  
WOLFE OWNED PROPERTIES LLC  
12304 19 12 1201  
Sec 12 T48 R13  
908 N SEVENTH ST  
S 50.0' L4 Baller's SD of 13.25  
acres in W part NEW NE¼ Sec 12  
T48N R13W, as shown in Plat  
Book/Page 1/15, tract fronting W  
on 7th S50.0' & running back to  
E line of said L4 as shown in Sur  
Book/Page 1/274  
2016R: \$908.35 2017R: \$620.84  
Total: \$1,529.19

**Item # 71**  
BELAKA JOHN A  
12304 19 12 1201  
Sec 11 T48 R13  
318 N WEST WILD  
L3 83 Western Heights, a SD of Lts  
13, 14, 15, 16, 17 and the N Part  
of Lts 8 to 12 inclusive of Garth's  
SD of Garth's Addn to the City of  
Columbia as shown in Plat Book/  
Page 3/28 and rec in WD Book/  
Page 514/346  
2016R: \$1,447.16  
2017R: \$1,069.41  
Total: \$2,516.57

**Item # 72**  
KAUFMAN KEVIN  
12304 19 12 1201  
Sec 11 T48 R13  
510 W WORLEY ST  
L10 Smithton Addn to City of  
Columbia as shown in Plat Book/  
Page 1/45  
2016R: \$1,236.08  
2017R: \$905.28  
Total: \$2,141.36

**Item # 73**  
CLARK CHARITY  
12304 19 12 1201  
Sec 11 T48 R13  
419 ALEXANDER AVE  
L176 Smithton Addn to City of  
Columbia as shown in Plat Book/  
Page 1/45  
2016R: \$1,063.58  
2017R: \$775.91  
Total: \$1,839.49

**Item # 74**  
BENNETT KATHERINE  
12304 19 12 1201  
Sec 11 T48 R13  
703 W BROADWAY  
Unit 2 of L13 in Garth's Addn, a  
Condominium, as created and desc  
in Declaration of Condominium of  
L13 in Garth's Addn rec in Book/  
Page 3197/126 (Glenwood  
Condominium Plat #2, replat of  
Glenwood Condominium #1, as rec  
in Sur Book/Page 3449-15); being  
further des by Supplement to  
Declaration of Condominium for  
L13 in Garth's Addn rec in Book/  
Page 3213/38; to include the  
limited common elements desc  
therein. Being a portion of the same  
property conveyed to Richard  
Maresca and John Yukmanovic  
from Raymond Powell, Trustee of  
the Rosa May Powell Trust dated  
12/15/93 by Trustees Deed rec in  
Book/Page 3084/71. As rec in WD  
Book/Page 3452/99  
2016R: \$3,819.67  
2017R: \$3,100.59  
Total: \$6,920.26

**Item # 75**  
LEONARD SARAH (LEWIS)  
12304 19 12 1201  
Sec 12 T48 R13  
16 PENDELTON ST  
Part of L47 Garth's Addn to the City  
of Columbia desc as: Starting at NW  
cor of said L47; thence with the  
N lot line Ely 361.7'; thence S 40.0'  
to an iron, the POB, thence Ely  
parallel to the N lot line 48.9' to an  
iron; thence S 81.0' to an iron;  
thence Wly parallel to the N lot line  
48.9' to an iron; thence N 81.0' to  
the beg and being Tract # 6 of Sur  
Book/Page 273-343  
2016R: \$776.33 2017R: \$648.06  
Total: \$1,424.39

**Item # 76**  
JOHANST RICHARD D  
12304 19 12 1201  
Sec 12 T48 R13  
206 W WORLEY ST  
L5 of Sur of NW¼ & N½ of 5½ of L27  
Garth's SD of Garth's Addn to City  
of Columbia as rec Sur Book/Page  
279-16 & rec in WD Book/Page  
1/30  
2016R: \$741.24 2017R: \$488.01  
Total: \$1,229.25

**Item # 77**  
WALDOONEY & LORI  
12304 19 12 1201  
Sec 12 T48 R13  
6522 W GILLESPIE BRIDGE  
Calculated 1.9 Acres Tract located  
in SW¼ Sec 19 T48N R13W desc  
as: Beg at point on E-W¼ sec line  
of said Sec 19 & point being 589'  
W 200.0' from NW cor of property  
conveyed to L Clay Austin & wife by  
deed rec Book/Page 419/644 &  
desc by Sur Book/Page 414-911;  
thence N89° E 200.0' to NW cor of  
said Austin property; thence S00°  
12'W along the W line of said  
Austin property & its continuation  
Sly 435.0' to a point; thence S89°  
W 200.0' to a point; thence N00°  
12'E 435.0' to POB as rec WD  
Book/Page 566/614  
2016R: \$2,756.44  
2017R: \$2,256.95  
Total: \$5,013.39

**Item # 78**  
ABDULLAH SAM N & DONNA L  
12304 19 12 1201  
Sec 20 T48 R13  
4502 GADE PL  
L13 Atkinson Woods Plat 1 as  
shown in Plat Book/Page 29/39  
2016R: \$3,134.02  
2017R: \$2,635.57  
Total: \$5,769.59

**Item # 79**  
SYDNEY GRAY PROPERTIES LLC  
12304 19 12 1201  
Sec 20 T48 R13  
1509 S WATERFORD DR  
L12 Georgetown SD Plat No. 4 as  
shown in Plat Book/Page 11/114  
2016R: \$2,234.57  
2017R: \$1,804.58  
Total: \$4,039.15

**Item # 80**  
SQUIRES DANIELLE  
12304 19 12 1201  
Sec 20 T48 R13  
1905 LIMESTONE AVE  
L143 Stoncrest SD Plat 4 in City of  
Columbia as shown in Plat Book/  
Page 36/53  
2016R: \$3,846.12  
2017R: \$3,122.72  
Total: \$6,968.84

**Item # 81**  
BOYD DIXIE L  
12304 19 12 1201  
Sec 15 T48 R13  
214 W BRIARWOOD LN  
Tract being the N 83.0' of Tract 4 &  
the S 15.0' of Tract 3 B 86 of  
Rockingham Place as rec Plat  
Book/Page 7/20 and rec DT Book/  
Page 528/465  
2016R: \$2,731.20  
2017R: \$2,150.28  
Total: \$4,881.48

**Item # 82**  
KAY RAND L  
12304 19 12 1201  
Sec 15 T48 R13  
207 W BRIARWOOD LN  
L9 B7 of Rockingham Place Addn  
as shown in Sur Book/Page 3832-  
92  
2016R: \$2,675.15  
2017R: \$2,111.11  
Total: \$4,786.26

**Item # 83**  
BROWDER ALLEN C & ALISON J  
BROWDER  
12304 19 12 1201  
Sec 15 T48 R13  
2200 ROLLINS RD  
L64 Lakeshore Estates SD in SW¼  
of Sec 15 T48 R13 as shown in Plat  
Book/Page 7/26  
2016R: \$4,229.12  
2017R: \$3,437.75  
Total: \$7,666.87

**Item # 84**  
BUSSEN KEVIN L  
12304 19 12 1201  
Sec 14 T48 R13  
302 W BROADWAY  
W 39.0' of L102 and E 36.0' of  
L103 Park Hill #3, an addn to the  
City of Columbia as shown by Plat  
Book/Page 3/8  
2016R: \$2,197.82  
2017R: \$1,724.46  
Total: \$3,922.28

**Item # 85**  
MCDONALD MICHAEL TODD &  
KATHERINE A  
12304 19 12 1201  
Sec 13 T48 R13  
1403 ROLLINS RD  
L14 Sunset Hill Addn #7 as shown  
in Plat Book/page 5/36  
2016R: \$2,987.90  
2017R: \$2,407.40  
Total: \$5,405.30

**Item # 87**  
NEWMAN JOSHUA LINWOOD  
12304 19 12 1201  
Sec 14 T48 R13  
1414 ST ANDREW ST  
L18 B4 Westwood Manor SD as  
shown in Plat Book/Page 5/33  
2016R: \$1,468.72  
2017R: \$1,109.72  
Total: \$2,578.44

**Item # 88**  
BROOKS MILDRED A  
12304 19 12 1201  
Sec 23 T48 R13  
1508 BELLEVUE CT  
Lts 8 & 9 B1 of Miles Manor SD as  
shown in Plat Book/Page 06/33 as  
rec BDED Book/Page 2096/0371  
1509/040  
2017R: \$1,870.96  
Total: \$4,242.30

**Item # 89**  
HARRISON KAYTINA M REVOCABLE  
LIVING TRUST  
12304 19 12 1201  
Sec 34 T48 R13  
4104 FALL RIDGE DR  
L135 The Pines SD as shown in Plat  
Book/Page 28/38  
2016R: \$8,359.65  
2017R: \$7,116.44  
Total: \$15,476.09

**Item # 90**  
HARRISON KAYTINA M REVOCABLE  
LIVING TRUST  
12304 19 12 1201  
Sec 34 T48 R13  
4806 NEWCASTLE DR  
L66 Plat 4 Heritage Meadows SD as  
shown in Plat Book/Page 32/36  
2016R: \$3,830.95  
2017R: \$3,189.14  
Total: \$7,020.09

**Item # 91**  
LAWMONA JUSTIN & NATALIA  
12304 19 12 1201  
Sec 28 T48 R13  
2950 W PICKET POST ST  
L21 and W 55.0' of L22 of Hunters  
Ridge SD as shown in Plat Book/  
Page 25/2  
2016R: \$13,765.30  
2017R: \$11,802.92  
Total: \$25,568.22

**Item # 92**  
RILEY LISA M & BRUCE ALUXON  
12304 19 12 1201  
Sec 25 T48 R13  
443 FOXFIRE DR  
Unit 4-6 D of Foxfire SD - Replat of  
L4, Plat 2, as shown by Plat Book/  
Page 17/28  
2016R: \$1,788.28  
2017R: \$1,409.45  
Total: \$3,197.73

**Item # 93**  
NGUYEN NGOC & JASMIN  
12304 19 12 1201  
Sec 35 T48 R13  
210 APPLE TREE CT  
L8 B2 Cedar Lake SD as shown in  
Plat Book/Page 11/201  
2016R: \$3,100.93  
2017R: \$2,514.71  
Total: \$5,615.64

**Item # 94**  
MAY THOMAS E & ESTELLE L  
12304 19 12 1201  
Sec 06 T48 R12  
2207 HOLLY AVE  
Tract located in NE¼ Sec 6 T48N  
R12W in City of Columbia desc as:  
Beg at NE cor of Sec 6, thence S  
along division line between  
Sections 5 & 6, 1004.0' thence W  
along Vandover Rd, 725.0' to POB  
for Sur; thence N along & with W  
line of Sur #757/290.4'; thence  
W 150.0' thence S 290.4' thence  
E 150.0' to POB containing 1 acre  
as shown by Sur Book/Page 3457/102  
2016R: \$16,847.54  
2017R: \$14,068.63  
Total: \$30,916.17

**Item # 95**  
GARAY-CONTRERAS JOSE LUIS  
12304 19 12 1201  
Sec 05 T48 R12  
2503 WILLOWBROOK CT  
L52 Newwood SD as shown in Plat  
Book/Page 6/51  
2016R: \$1,409.86  
2017R: \$1,463.91  
Total: \$2,873.77

**Item # 96**  
TRENT REAL ESTATE LLC  
12304 19 12 1201  
Sec 06 T48 R12  
1305 E BUS LOOP 70  
L21 and N½ of L20 of E.C. Moore's  
SD, excepting therefrom that part  
conveyed to the State of MO, acting  
by and through the State Hwy  
Commission of MO as rec in Road  
Book/Page 6/40 and rec in WD  
Book/Page 1575/674  
2016R: \$1,418.29  
2017R: \$1,890.58  
Total: \$3,308.87

**Item # 97**  
NGUYEN NGOC B & JASMIN S  
12304 19 12 1201  
Sec 06 T48 R12  
1201-1207 LARCH CT  
Lts 1,2,3 & 4 of Valley High SD, a  
revised part of L52 of E C Moore's  
SD as shown in Plat Book/Page 7/2  
2016R: \$8,221.67  
2017R: \$6,780.91  
Total: \$15,002.58

**Item # 98**  
MATTISON LAURIE S REVOCABLE  
TRUST  
12304 19 12 1201  
Sec 05 T48 R12  
2414 QUALIFER DR  
L51 W 40' 2nd Addn in City  
of Columbia as shown in Plat Book/  
Page 7/45  
2016R: \$1,802.63  
2017R: \$1,399.23  
Total: \$3,201.86

**Item # 99**  
WARNER BRENDAN M  
12304 19 12 1201  
Sec 08 T48 R12  
1802 PRIMUS DR  
L152 Thessalia SD Plat 7 in City of  
Columbia, as shown in Plat Book/  
Page 59/2  
2016R: \$2,891.04  
2017R: \$2,390.34  
Total: \$5,281.38

**Item # 100**  
PONZER JACQUELINE A  
12304 19 12 1201  
Sec 04 T48 R12  
5120 MEADOWWALK CT  
L2 of Meadowdale SD in City of  
Columbia as shown in Plat Book/  
Page 7/48  
2016R: \$896.94  
2017R: \$1,383.84  
Total: \$2,280.78

**Item # 101**  
COWPER LORENE (SMALL)  
11/11/2017 11:02:00 AM  
Sec 04 T48 R12  
4609 RICE RD  
L3 R.E. Rice-Murrell Wilson SD as desc by Sur Book/Page 343-110 and being part of Tract 3 of Sur Book/Page 279-537 as rec in QTCL Book/Page 473/10  
2016R: \$996.63 2017R: \$692.43  
Total: \$1,692.06

**Item # 102**  
BERRY AUDRA K  
11/11/2017 11:02:00 AM  
Sec 03 T48 R12  
15 COMMANDER CT  
L5 B1 Indian Hills SD as shown in Plat Book/Page 9/19  
2016R: \$926.03 2017R: \$661.75  
Total: \$1,587.78

**Item # 103**  
STRABALA JEREMY LYNNE  
11/11/2017 11:02:00 AM  
Sec 03 T48 R12  
5602 E PINEHURST LN  
L3 of the Plat of Tract 23 of Lakewood Estates as shown in Plat Book/Page 11/178  
2016R: \$1,643.68  
2017R: \$1,292.14  
Total: \$2,935.82

**Item # 104**  
HAUBNER ROGER & THERESA  
11/11/2017 11:02:00 AM  
Sec 10 T48 R12  
500 N CRATER LAKE DR  
L50, except the N 10.0' of thereof, of Lake of the Woods SD Plat 1 as shown in Plat Book/Page 11/20  
2016R: \$2,337.32  
2017R: \$1,893.62  
Total: \$4,230.94

**Item # 105**  
EVANS CHELSEA & WILLIAM  
STOCKWELL  
11/11/2017 11:02:00 AM  
Sec 11 T48 R12  
506 WALDO CT  
L53 B1 Fairway Meadows SD as shown in Plat Book/Page 10/2  
2016R: \$2,822.48  
2017R: \$2,306.05  
Total: \$5,128.53

**Item # 106**  
BLY STANLEY & VELLA M  
11/11/2017 11:02:00 AM  
Sec 11 T48 R12  
303 HOGAN DR  
L35 & part L36 B4 Fairway Meadows SD as shown in Plat Book/Page 10/60, and that part L36 being desc as: Beg at the NE cor of L36; thence along N line of L36 120.0' thence S along W line of L36 10.0'; thence E 121.0' to POB as rec WD Book/Page 532/548  
2016R: \$2,185.31  
2017R: \$1,770.02  
Total: \$3,955.33

**Item # 107**  
BUCKMAN EMMA JEANNE  
11/11/2017 11:02:00 AM  
Sec 11 T48 R12  
800 DEMARET DR  
L23 B4 Fairway Meadows SD as shown in Plat Book/Page 10/60 & Replat Book/Page 10/120  
2016R: \$2,370.86  
2017R: \$1,922.69  
Total: \$4,293.55

**Item # 108**  
BUCKMAN EMMA JEANNE  
11/11/2017 11:02:00 AM  
Sec 11 T48 R12  
758 DEMARET DR  
L48 B2 Fairway Meadows SD as shown in Plat Book/Page 10/21  
2016R: \$2,380.40  
2017R: \$1,922.69  
Total: \$4,303.09

**Item # 109**  
PADBERG THEODORE JAMES  
11/11/2017 11:02:00 AM  
Sec 18 T48 R12  
103 FYFER PL  
L7 B4 Gentry's Revision of a pt of Fyler's SD of Fyler's Addn to the City of Columbia as shown in Plat Book/Page 4/39  
2016R: \$1,166.54  
2017R: \$862.72  
Total: \$2,029.26

**Item # 110**  
PHILLIPS ASHLEY S & CHRISTOPHER A STEPHENS  
11/11/2017 11:02:00 AM  
Sec 18 T48 R12  
111 FYFER PL  
L10 B4 Gentry's Revision of a part of Fyler's SD of Fyler's Addn to the City of Columbia as shown in Plat Book/Page 4/39  
2016R: \$1,939.94  
2017R: \$1,515.02  
Total: \$3,454.96

**Item # 111**  
GREENUP ERNEST WAYNE  
11/11/2017 11:02:00 AM  
Sec 05 T48 R11  
10515 E SERENITY CIR  
L11 Meadow Village as shown in Plat Book/Page 10/105  
2016R: \$1,536.88  
2017R: \$1,199.53  
Total: \$2,736.41

**Item # 112**  
COUNTS MELISSA SCOTT  
11/11/2017 11:02:00 AM  
Sec 10 T47 R13  
1690 W AMOS DR  
L57 Cedarbrook SD Plat 1 as shown in Plat Book/Page 10/23  
2016R: \$1,739.19  
2017R: \$1,366.65  
Total: \$3,105.84

**Item # 113**  
SULLIVAN JOHN J  
11/11/2017 11:02:00 AM  
Sec 04 T47 R12  
6200 S GANS CREEK RD  
Deeded 4.50 Acres Tract in Sec 4 T47N R12W desc as: Beg at an iron, Point #1, the SE cor of a previous Sur Book/Page 343-101; thence N 363.0' to iron Point #2; thence E 60.0' to iron Point #3; thence S 363.0' to iron Point #4; thence N89°54'W 60.0' to POB & containing 0.50 Acres m/l as shown in Sur Book/Page 368-692. Also: Tract in SW¼ Sec 4 T47N R12W desc as: Beg at SW cor of Sec 4; thence N 728.0' to iron & POB thence N 363.0' to iron; thence E 120.0' to iron; thence S 363.0' to iron; thence N89°52'W 120.0' to iron & POB containing 1.0 Acres m/l as shown in Sur Book/Page 343-101 and rec Book/Page 3467/25 and QTCL Book/Page 3466/74. Also, 3.0 Acres m/l being particularly desc as: Beg at SW cor of Sec 4 T47N R12W; thence N00°35'30"E along W line of said Sec 4 728.35' to NW cor of the 4.15 acre tract shown in Sur 1265-510, being the SW cor of a 1.0 acre tract shown in Sur 343-101; thence S89°04'50"E, along line between tracts, & the S line of a 0.5 acre tract, shown in Sur 388-692, a total of 183.15' to SE cor of said 0.5 acre tract being POB. Thence N00°41'00"E, along line between last said 0.5 acre tract, and said 4.15 acre tract, & E line of a 2.0 acre tract shown in Sur 400-702, a total of 847.95' to NE cor of said 2.0 acre tract, being the NW cor of said 4.15 acre tract; thence S89°22'30"E, along N line of last said tract, 146.0' to NE cor thereof; thence S00°35'30"W, along E line of said 4.15 acre tract 890.70'; thence N89°04'50"W 147.43'; thence N00°41'00"E 42.0' to POB & containing 3.0 Acres m/l as rec WD Book/Page 3467/27 & 3467/26  
2016R: \$1,361.68  
2017R: \$1,014.20  
Total: \$2,365.88

**Item # 114**  
YOUNG MARIE & BRYAN  
11/11/2017 11:02:00 AM  
Sec 26 T46 R13  
701 W CEDAR TREE LN  
Deeded 2.51 Acres Tract in SE¼ of Sec 26 T46N R13W as shown in Plat Book/Page 2436/110  
2016R: \$508.14 2017R: \$314.58  
Total: \$822.72

**Item # 115**  
BRETHORST JOE & DIANA  
11/11/2017 11:02:00 AM  
Sec 05 T46 R12  
3470 E BIGGS RD  
Deeded 2.50 Acres A tract of land in the E½ NE¼ of Sec 5 T46N R12W being part of Sur Book/Page 992-614 and desc as: Beg at the NW cor of said Sur; thence along the N line of said Sur, N88°04'00"E 84.56'; thence continuing along N line of said Sur, S86°21'00"E 285.69'; thence around a curve to the right of radius 82.00' and length 103.93' with a chord bearing S50°02'24"E 97.11' to the E line of said Sur; thence along the E line of said Sur, S00°00'00"W 31.80'; thence S37°44'40"W 187.80'; thence S79°00'00"W 218.00'; thence N88°54'00"W 101.00' to the W line of said Sur; thence along the W line of said Sur, N02°43'00"W 298.00' to the POB  
2016R: \$807.55  
2017R: \$1,208.94  
Total: \$2,016.49

**Item # 116**  
RILETT DYLAN KRISTOPHER  
11/11/2017 11:02:00 AM  
Sec 19 T48 R12  
2340 E CEDAR TREE LN  
Deeded 0.5 Acres A lot 105.0' N & S by 210.0' E & W in SW cor of NW¼ of 43 Acres being that part of 5¼ NE¼ of Sec 19 T46 R12 lying E of Public Road as rec WD Book/Page 2802/62 and QTCL Book/Page 4069/38  
2016R: \$657.30 2017R: \$607.86  
Total: \$1,465.16

**Item # 117**  
RICE ALMA  
11/11/2017 11:02:00 AM  
Sec 15 T46 R12  
306 E BROADWAY  
Tract 2 Rice's SD Plat 2 in City of Ashland as shown in Plat Book/Page 31/23  
2016R: \$1,851.21  
2017R: \$1,466.27  
Total: \$3,317.48

**Item # 118**  
CAMEO INVESTMENT PROPERTIES LLC  
11/11/2017 11:02:00 AM  
Sec 35 T46 R12  
6321 E GILMORE LN  
L2 of Gilmore Woods SD, a mirror plat as shown in Plat Book 47/17  
2016R: \$963.99 2017R: \$691.68  
Total: \$1,655.67

Brian McCallum  
Collector of Revenue  
Boone County, Missouri

Insertions: Columbia Daily Tribune  
July 18, July 25, August 1, 2018

**PURCHASE AGREEMENT  
FOR  
NEWSPAPER ADVERTISING TERM AND SUPPLY**

**THIS AGREEMENT** dated the 7<sup>th</sup> day of May 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Gatehouse Media Inc. d/b/a Columbia Daily Tribune, 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 **Newspaper Advertising Term and Supply**, County of Boone Request for Bid, #23-16APR19, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, as well as the Contractor's bid response dated April 15, 2019 and executed by Aaron Consalvi 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - The contract period shall begin on **May 1, 2019 and extend through April 30, 2020**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year 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.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Newspaper Advertising rates and services as identified and responded to in the Contractor's Response Form. Advertising will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

**4. Billing and Payment** - All billing shall be invoiced to the County department that places the order and may only include the prices as identified 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.

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

**6. 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.

**7. 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 in the opinion of the Boone County Commission if delivery of products are 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.

**GATEHOUSE MEDIA INC DBA  
COLUMBIA DAILY TRIBUNE**

DocuSigned by:  
 By Arnon Consalvi  
 FA5EAF2989F1407...  
 Title Advertising Director

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwill  
 5A3B24CE2AF4F6...  
 Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
Charly D. Duff  
 88F446DD0CA2141...  
 County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L Lennon by MT  
 40B57A0380E1495...  
 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

DocuSigned by: <u>Gene E. Pritchard by HR</u> Term + Supply - No encumbrance Signature AAC49D...	4/26/2019	County-Wide Term/Supply
	Date	Appropriation Account

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**4. RESPONSE FORM**

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

- 4.1. Company Name: Columbia Daily Tribune
- 4.2. Address: 101 N Fourth Street
- 4.3. City/Zip: Columbia 65201
- 4.4. Phone Number: 573-815-1800
- 4.5. Fax Number: 866-294-7696
- 4.6. Federal Tax ID: 36-4197649
- 4.7. E-mail: ALconsalvi@Columbiatribune.com
- 4.8. **GROUP A, CLASSIFIED SECTION** - Legal Advertisements: - Single Column Ads (# of lines x rate = total cost of ad). Human Resources runs Employment Line Ads- advertisement for job postings specific to the Human Resources Department.
- 4.8.1. Price Per Line - Monday - Saturday \$ 3.67
- 4.8.2. Price Per Line - Sunday \$ 3.67
- 4.8.3. Probate Notices (Notices run in either 2 or 4 consecutive insertions).  
Quote flat fee for 2 consecutive insertions: \$ 70  
Quote flat fee for 4 consecutive insertions: \$ 125
- 4.8.4. Trustees' Sales (Notices run 21 consecutive days) (# of lines x rate x 21 days = total cost of ad) Quote rate per line- \$ 0.53
- 4.8.5. Election Notices (price as 'per line/word' notice) See Exhibit B as example of previously run ads. \$ 0.91
- 4.8.6. Provide a 'total cost' for the ad in Exhibit B (Boone County Clerk Public Notice (with polls)) using 'per line/word' pricing quoted in Item 4.8.5.  
For quoting purposes, use 1200 lines to calculate cost. \$ 1092
- 4.9. **GROUP B, NON CLASSIFIED, General** -  
(# columns wide x # inches tall x column inch rate = total cost of ad)
- 4.9.1. Price Per Column Inch - Wednesday \$ 15.44
- 4.9.2. Price Per Column Inch - Sunday \$ 14.90
- 4.9.3. Price Per Column Inch - Monday, Tuesday, Thursday, Friday \$ 12.44



**4.10. GROUP C, CLASSIFIED SECTION – Multiple Column Ads**  
(# columns wide x # inches tall x column inch rate = total cost of ad)

- 4.10.1. Price Per Column Inch – Wednesday \$ 15.44
- 4.10.2. Price Per Column Inch – Sunday \$ 14.90
- 4.10.3. Election Notices, price as a display type ad, 'price per column/inch'. See Exhibit B as example of previously run ads) \$ 0.91
- 4.10.4. Provide a 'total cost' for the ad in Exhibit B (Boone County Clerk Public Notice (with polls)) using 'price per column/inch' pricing quoted in Item 4.10.3. **For quoting purposes, use 6 column x 12" per page, with 144" total for the 2-page ad to calculate total cost.** \$ 1,262.88
- 4.10.5. Additional: Preparation Fee for Election Notice PDF (In addition to preparation of notice of election and sample ballot, successful bidder will be responsible for preparation of election notice PDFs for use by other papers). (See attached recent samples of election notices). \$ 0.
- 4.10.6. Tax Sale Ad: (per Primary Specifications, Section 2.2.2.) Price per column inch- \$ 8.77

**4.11. Maximum Percentage Increase for renewal periods:**

0 % 1<sup>st</sup> Renewal; 0 % 2<sup>nd</sup> Renewal; 0 % 3<sup>rd</sup> Renewal; 0 % 4<sup>th</sup> Renewal

**4.12. Describe extra circulation papers and list associated costs.**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**4.13. Circulation: Number of Subscribers Daily edition**

9,000

**4.14. Circulation: Number of Subscribers Sunday edition**

11,000

**4.15. Circulation: Number of Subscribers for Wednesday edition**

10,000

**4.16. Please describe any days that you offer free circulation and the circulation number for each day:**

Wednesday + TMC = 39,500

Sunday extra = 29,500

**4.17. Dedicated Customer Service Representative for Advertising:**

Daniel Stroesser

Phone: 573-815-1806 E-mail: Dstroesser@columbiatribune.com

**4.18. Dedicated Customer Service Representative for Billing Inquiries:**

Daniel Stroesser


Phone: 573-815-1806 E-mail: Dstroesser@columbiatribune.com

**4.19. Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

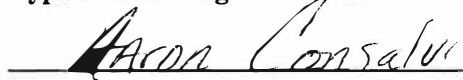
Yes       No

**4.20.** The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which has been read and understood, and all of which is made part of this order.

**Authorized Representative (Sign by Hand):**

  
\_\_\_\_\_

**Type or Print Signed Name:**

  
\_\_\_\_\_

**Today's Date:** 4/15/2019



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

County of Boone )  
State of Missouri )ss  
)

My name is Aaron Conslu. I am an authorized agent of Columbia Daily Tribune  
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees  
working in connection with services provided to the County. This business does not knowingly employ any person  
that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a  
federal work authorization program is attached to this affidavit.**

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

[Signature] 4-16-19  
Affiant Date  
AARON CONSALU  
Printed Name

Subscribed and sworn to before me this 16<sup>th</sup> day of April, 2019.



SANDRA L. ROTHER  
My Commission Expires  
September 9, 2019  
Boone County  
Commission #15638071

[Signature]  
Notary Public

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



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash, Room 113  
Columbia, MO 65201

**Robert Wilson, Buyer**  
(573) 886-4393 – Fax: (573) 886-4390  
Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

**Bid Data**

Bid Number: **23-16APR19**  
Commodity Title: **Newspaper Advertising - Term and Supply**

**DIRECT ANY BID SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **Tuesday, April 16, 2019**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location: **Boone County Purchasing Department**  
Address: **613 E. Ash St, Room 113  
Columbia, MO 65201**  
Directions: **The Boone County Annex Building is located on the Northwest corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building**

**Bid Opening**

Day / Date: **Tuesday, April 16, 2019**  
Time: **1:30 P.M.**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash St  
Columbia, MO 65201**

**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Standard Terms and Conditions**
- “No Bid Response Form”**
- Debarment Form**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Individual Bidder Affidavit**
- Exhibit A **Sample Ads for Boone County Human Resource Department**
- Exhibit B **Sample of Election Notices**
- Exhibit C **Tax Sale Ads**

1. **Introduction and General Conditions of Bidding**

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- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. PRIMARY SPECIFICATIONS:**

- 2.1. **SCOPE OF WORK:** It is the intent of Boone County to secure a Term and Supply contract for **Newspaper Advertising** in reputable newspapers with circulation in Boone County, Missouri for multiple departments within Boone County as required by law.
- 2.1.1. **Contract Duration:** The Contract shall be effective from **May 1, 2019 through April 30, 2020**. This contract may be automatically renewed for up to four (4) additional one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.1.2. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of six months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2.1. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be asserted for failure of the County to appropriate funds in future contract years.
- 2.1.3. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.2. **GENERAL REQUIREMENTS:**
- 2.2.1. **Work Included:** Provide publication services for various Boone County departments. Such publications may include, but are not limited to solicitation of bids, job postings, public hearings, legal notices, and probate actions.
- 2.2.1.1. Boone County departments place at least one type of non-classified advertisement: Sample Election Ballots. Additionally, preparation of election notice 'typeset' PDFs will be needed. Refer to *Response Form Section 4*.
- 2.2.2. **Tax Sale Display Ad – for Boone County Collector Office.**
- 2.2.2.1. **Publication:** Published once a week for three consecutive weeks on Wednesdays.
- 2.2.2.2. **Data Format Testing:** Prior to bid award, Bidders may be required to perform a test confirming system compatibility with the formatted information provided by the Collector.
- 2.2.2.3. **Data Format Submission:** Information for each of the three publication dates will be different. The Collector will provide the information by e-mail for each publication date.
- 2.2.2.4. **Advertising Format:** Information shall be published using a display format (6 column) and/or Standard Advertising Unit. Type should be no smaller than 7.5-point size with a maximum of 9 lines per inch.
- 2.2.2.5. **Advertising Confirmation / Certification:** Contractor shall provide to County an Affidavit of Publication for each insertion date. This Affidavit shall be accompanied with one sample of EACH advertisement.
- 2.2.2.6. **Deadline Date and Time:** County will provide e-mail PDF publication to Contractor on Monday by noon for Wednesday's paper.
- 2.2.3. **Award:** Awards may be made to multiple responsive and responsible bidders who are best qualified to perform in accordance with the terms and conditions of the contract, and whose circulation numbers are deemed to be the most advantageous to Boone County's advertising needs. Selection of which newspapers to advertise in will be made on a case by case basis considering price and circulation information factors. Boone County reserves the right to consider circulation and related factors in selecting the most appropriate newspaper for placement of departmental advertisements.
- 2.2.3.1. **Award:** Boone County will evaluate and award the bid based on the following criteria:
- a) number of subscribers
  - b) cost for advertisement
  - c) cost per subscriber (based on circulation)
- 2.2.4. **Bid Pricing:** Bidders shall provide pricing for 'per line', 'per column inch', and a flat fee for (Probate Notices). County departments may use at their discretion, single column ads, multiple column ads, and display type ads to meet their operating needs. Refer to Response Form, Section 4.



- 2.2.5. **Escalator Provision:** Prices throughout the initial first year of the contract shall remain firm/fixed. Written requests for price revisions after the first year period shall be submitted to the Purchasing department 45 days prior to renewal. The County reserves the right to reject any price increase and to terminate the contract.
- 2.2.6. **Estimated Quantity:** Boone County spent approximately \$39,000 in 2018 on advertising. This is an estimate of the total amount to be expended during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements regardless of the estimated amount listed herein.
- 2.2.7. **Circulation Requirements:** Awarded Contractor(s) shall have a general paid circulation in Boone County. The newspaper(s) selected for Boone County publications shall not be a trade, religious or fraternal publication.
- 2.2.8. **Point of Contact Requirements:** The successful Contractor(s) will be required to provide Boone County with the name(s) and phone number(s) of at least one dedicated customer service representative charged with taking advertising orders, and at least one company representative charged with handling billing questions and requests.
- 2.2.9. **Order Processing/Billing/Payment:** Boone County departments will be placing orders directly with the successful publication(s). Each department is to be billed separately on a monthly basis. Invoices must include an itemized history of each ad placed and the rate charged. Payment will be made within 30 days after receipt of a correct and valid monthly statement. Purchase Order must appear on invoices and monthly statements. *Boone County will only pay for services/products quoted in the successful bidder's bid response and accepted as part of the resulting contract. Hidden or added charges will not be accepted.*
- 2.2.9.1. **Affidavits of Publication** shall be provided to county departments for each insertion date within 5 days of publication. Affidavits of Publication are necessary for County to confirm publication and are used to verify contract pricing.
- 2.2.10. **Designee:** Multiple departments within Boone County. Contact information will be provided at time of award.
- 2.2.11. **Bid/Clarification Contact** – Robert Wilson, 613 E. Ash Street, Room 113, Columbia, MO 65201. Telephone (573) 886-4393, E-mail: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Responses **MUST** be submitted in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the Response Form.
- 3.2 **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) signed complete copies** of Response in a single sealed envelope, clearly marked on the outside with bidder's company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at [www.showmeboone.com/purchasing/bids/](http://www.showmeboone.com/purchasing/bids/).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from the County's database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Work Authorization Certification Form** - If contract is in excess of \$5,000.00, Contractor will be required to complete a Work Authorization Certification Form.

**4. RESPONSE FORM**

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

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.7. E-mail: \_\_\_\_\_

4.8. **GROUP A, CLASSIFIED SECTION** - Legal Advertisements: – Single Column Ads (# of lines x rate = total cost of ad). Human Resources runs Employment Line Ads- advertisement for job postings specific to the Human Resources Department.

4.8.1. Price Per Line – Monday – Saturday \$ \_\_\_\_\_

4.8.2. Price Per Line – Sunday \$ \_\_\_\_\_

4.8.3. Probate Notices (Notices run in either 2 or 4 consecutive insertions).  
**Quote flat fee for 2 consecutive insertions:** \$ \_\_\_\_\_

**Quote flat fee for 4 consecutive insertions:** \$ \_\_\_\_\_

4.8.4. Trustees' Sales (Notices run 21 consecutive days) (# of lines x rate x 21 days = total cost of ad) **Quote rate per line-** \$ \_\_\_\_\_

4.8.5. Election Notices (price as 'per line/word' notice) *See Exhibit B as example of previously run ads.* \$ \_\_\_\_\_

4.8.6. Provide a 'total cost' for the ad in Exhibit B (Boone County Clerk Public Notice (with polls)) using 'per line/word' pricing quoted in Item 4.8.5.  
**For quoting purposes, use 1200 lines to calculate cost.**

4.9. **GROUP B, NON CLASSIFIED, General** – (# columns wide x # inches tall x column inch rate = total cost of ad)

4.9.1. Price Per Column Inch – Wednesday \$ \_\_\_\_\_

4.9.2. Price Per Column Inch – Sunday \$ \_\_\_\_\_

4.9.3. Price Per Column Inch – Monday, Tuesday, Thursday, Friday \$ \_\_\_\_\_

**4.10. GROUP C, CLASSIFIED SECTION – Multiple Column Ads**  
(# columns wide x # inches tall x column inch rate = total cost of ad)

4.10.1. Price Per Column Inch – Wednesday \$ \_\_\_\_\_

4.10.2. Price Per Column Inch – Sunday \$ \_\_\_\_\_

4.10.3. Election Notices, price as a display type ad, ‘price per column/inch’.  
See Exhibit B as example of previously run ads) \$ \_\_\_\_\_

4.10.4. Provide a ‘total cost’ for the ad in Exhibit B (Boone County Clerk  
Public Notice (with polls)) using ‘price per column/inch’ pricing  
quoted in Item 4.10.3. **For quoting purposes, use 6 column x 12” per  
page, with 144” total for the 2-page ad to calculate total cost.** \$ \_\_\_\_\_

4.10.5. Additional: Preparation Fee for Election Notice PDF (In addition to  
preparation of notice of election and sample ballot, successful bidder  
will be responsible for preparation of election notice PDFs for use by  
other papers). (See attached recent samples of election notices). \$ \_\_\_\_\_

4.10.6. Tax Sale Ad: (per Primary Specifications, Section 2.2.2.)  
Price per column inch- \$ \_\_\_\_\_

**4.11. Maximum Percentage Increase for renewal periods:**

\_\_\_\_\_ % 1<sup>st</sup> Renewal; \_\_\_\_\_ % 2<sup>nd</sup> Renewal; \_\_\_\_\_ % 3<sup>rd</sup> Renewal; \_\_\_\_\_ % 4<sup>th</sup> Renewal

4.12. Describe extra circulation papers and list associated costs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

4.13. Circulation: Number of Subscribers Daily edition \_\_\_\_\_

4.14. Circulation: Number of Subscribers Sunday edition \_\_\_\_\_

4.15. Circulation: Number of Subscribers for Wednesday edition \_\_\_\_\_

4.16. Please describe any days that you offer free circulation and the  
circulation number for each day:

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

4.17. Dedicated Customer Service Representative for Advertising:

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

4.18. Dedicated Customer Service Representative for Billing Inquiries:

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**4.19. Cooperative Procurement:** The vendor should indicate by checking “Yes” or “No” in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**4.20.** The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which has been read and understood, and all of which is made part of this order.

**Authorized Representative (Sign by Hand):**

\_\_\_\_\_

**Type or Print Signed Name:**

\_\_\_\_\_

**Today's Date:** \_\_\_\_\_



**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

***Standard Terms and Conditions***

Robert Wilson, Buyer  
Phone: (573) 886-4393 – Fax: (573) 886-4390

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

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

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

***“No Bid” Response Form***

Robert Wilson, Buyer  
(573) 886-4393- Fax: (573) 886-4390

**“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 Boone County vendor list **for  
this service/commodity**, please remove form and return to the Purchasing Department by mail, e-mail, or fax.

**Bid: 23-16APR19 – Newspaper Advertising - Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Bidding:

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



**(Please complete and return with Contract)**

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

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

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

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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



### CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

Exhibit A

**EMPLOYMENT**



County of Boone  
Human Resources Dept.  
613 East Ash, Rm 102  
Columbia, MD 65201

**FACILITIES MAINTENANCE  
TECHNICIAN**

**JOB OPPORTUNITY #811-6100**

**Salary Range: \$23,864-\$29,455**

Landscape & grounds maintenance for any County property to include: mow, weed-eat, edge trim, trim/prune, weed plantings, dead-head plants, irrigation operation/repair, fertilize/pest/weed control, aerate, dethatch, overseed, topdress, plant & maintain trees & shrubs, remove dead trees & shrubs, trail grading, concrete replacement/repair, snow removal & ice melt. Secondary responsibilities as needed: Assists in repair of boilers, liquid chiller units, compressors, power generators, & kitchen equipment; installs/replaces outlets, light fixtures, switches, wiring, & receptacles; installs/repairs electrical apparatus, wiring, & electrical components of machinery/equipment; installs CCTV & computer cable. Repairs/maintains plumbing, pipes, valves, toilets, sinks, water heaters, & water softeners; visually inspects/tests machinery/equipment; listens for unusual sounds from machines or equipment; repairs/maintains physical structure of establishment. Discusses machine operation variations w/ supervisors or other maintenance workers. Visually inspects & tests machinery/equipment; cleans & lubricates shafts, bearings, gears, & other parts of equipment; installs/repairs electrical components of machinery & equipment. Lays out, assembles, installs, maintains pipe systems & related hydraulic & pneumatic equipment; operates cutting torch or welding equipment, sets up & operates machine tools. Orders parts, equipment, & supplies; maintains variety of records & files. Must participate in "on call" rotation. Performs related duties as needed or assigned. HS Diploma or GED & 2 yrs grounds maintenance; exp w/ fans, pumps, & equipment & controls associated w/ HVAC systems, fire sprinklers, refrigeration systems, & security door control systems. Lifting is common, everyday occurrence; ability to lift over 100 lbs req'd. Apply online at [www.shomeboone.com](http://www.shomeboone.com). Please call 573-888-4395 in advance if special accommodations are required in order to apply. To see complete list of posted positions, submit online application, or to download application, log on to [www.shomeboone.com](http://www.shomeboone.com). AA/EOE

Exhibit A cont'd

**BOONE COUNTY  
GOVERNMENT**  
*is currently*  
*accepting applications*  
**APPLY ONLINE**  
[showmeboone.com/hr](http://showmeboone.com/hr)  
AA/EOE

*Actual size*

*Sunday*



County of Boone  
Human Resources Dept.  
613 East Ash, Rm 102  
Columbia, MO 65201

Exhibit A  
cont'd

Font and text  
size not indicative  
of normal type  
used in AD.

## **GEOGRAPHIC INFORMATION SYSTEM INTERN**

**JOB OPPORTUNITY #: 000-1176**

**Hourly Rate: \$10.01**

Temporary, non-benefited, Internship/20-40 hr/wk, Mid May - Mid Dec 2013 (flexible) / Under limited supervision by the GIS Manager. Updating select GIS layers, performing spatial analysis, & developing custom map products. Successful candidates should have experience with ESRI's ArcView, Arc Editor &/or ArcInfo 10.x Desktop & experience with aerial photo interpretation. A good understanding of Microsoft Windows is preferred but not required. Apply online at **www.showmeboone.com** or in person at Human Resources, or call (573) 886-4395 if you have questions. Please call in advance if special accommodations are required in order to apply. AA/EOE



Exhibit B

Boone County Clerk Public Notice (with Polls)

1

NOTICE OF ELECTION SCHOOL DISTRICT OF COLUMBIA

BOONE COUNTY, MISSOURI Notice is given hereby to the qualified electors of the School District of Columbia, Boone County, Missouri, that the annual school election will be held in said District on general municipal election day, Tuesday, the 8th day of April, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m., on said date, for the purpose of submitting to the qualified electors of said District the following

FOR ELECTION OF DIRECTORS 3 YEAR TERM (VOTE FOR 3)

JONATHAN SESSIONS PAUL CUSHING HELEN WADE JOSEPH A. TOEPKE

Andrea M. Follett Secretary, Board of Education

NOTICE OF SPECIAL BOND ELECTION THE SCHOOL DISTRICT OF COLUMBIA BOONE COUNTY STATE OF MISSOURI

Notice is hereby given to the qualified voters of The School District of Columbia, Boone County, State of Missouri, that the Board of Education of the District has called a special election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

QUESTION

Shall The School District of Columbia, Boone County, Missouri, issue its general obligation bonds in the amount of Fifty Million Dollars (\$50,000,000) for the purpose of acquiring and developing sites for school buildings and acquiring, constructing, improving, extending, repairing, remodeling, renovating, furnishing and equipping new and existing school facilities, including, without limitation, constructing a new elementary school and acquiring and developing a site therefor, improving and constructing additions to existing buildings, and acquiring and installing technology improvements? If this question is approved, the debt service levy of the school district is estimated to increase by four cents, from \$0.9319 to \$0.9719, per \$100 of assessed valuation of real and personal property.

YES NO

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election

DATED: January 28, 2014 County Clerk of Boone County, Missouri

NOTICE OF ELECTION SOUTHERN BOONE COUNTY R-I SCHOOL DISTRICT

Notice is hereby given to the qualified voters of the Southern Boone County R-I Schools that an election will be held in said District on Tuesday, the 8th of April, 2014, from and between the hours of 6:00 A.M. and 7:00 P.M. on said date to choose by ballot 3 members of the Board Of Education for terms of 3 years each The ballot for said election shall be contained in the following Sample Ballot:

FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)

GEORGE L. CARNEY KELLY GARDNER PRICE NICHOLS KEVIN J. SCHUPP PATRICK E. DAUGHERTY BRIAN BROOKSHIRE CLAIRNEL NERVIK BRITNEY M. SONES

Certified this 23rd day of January, 2014

/s/Phyllis Weter Secretary, Board of Education

NOTICE OF ELECTION NEW FRANKLIN R-I SCHOOL DISTRICT

Notice is hereby given to the qualified voters of New Franklin R-I School District of Howard County, State of Missouri, that an election in said District will be held at usual polling places within said District on Tuesday the 8th day of April 2014, beginning at six o'clock a.m., and closing at seven o'clock p.m., of said day, to vote upon the following proposition:

FOR SCHOOL BOARD DIRECTOR 3 YEAR TERM (VOTE FOR 3)

JEFFERY A. CHITWOOD KENNETH L. HENDRIX JON HELD JUD EVANS

Done by order of the Board of Education, this 24th day of January 2014.

/s/Beverly Parr Secretary, Board of Education

NOTICE OF ELECTION NORTH CALLAWAY R-I SCHOOL DISTRICT

Notice is hereby given to the qualified voters of North Callaway R-I School District that an election will be held in said District on Tuesday, the 8th day of April, 2014 from and between the hours of 6:00 a.m. and 7:00 p.m. on said date to choose, by ballot, three (3) members of the Board Of Education for terms of three (3) years each. The ballot for said election shall be contained in the following Official Ballot

FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)

REGAN LOVE SANDRA L. LAVY MIKE SHRYOCK MATT MCCOWAN

Certified this 24th day of January, 2014.

/s/Scott Starkey Secretary, Board of Education

NOTICE OF ELECTION HALLSVILLE R-IV SCHOOL DISTRICT BOONE COUNTY, MISSOURI

Notice is hereby given to the qualified voters of the Hallsville R-IV School District of Boone County, Missouri, that an election will be held in said District on Tuesday, the 8th day of April, 2014, from and between the hours of 6:00 a.m. and 7:00 p.m. on said day, to choose by ballot 3 members of the Board of Education for terms of 3 years each. The ballot for said election shall be contained in the following Sample Ballot

FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)

JON M. BEQUETTE STEVE KOIRTYOHANN SHANDA NICHOLS CHRISTOPHER DWYER

Certified this 22nd day of January, 2014

/s/Judy George Secretary, Board of Education Hallsville R-IV School District

NOTICE OF ELECTION SCHOOL DISTRICT NO. R-V BOONE COUNTY, MISSOURI

Notice is hereby given to the qualified voters of School District No. R-V of Boone County, State of Missouri, that an election in said District will be held at Sturgeon within said District on Tuesday, the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m., of said day, to vote upon the following positions:

FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)

CHARLES E. KONG HEATHER D. DAUGHERTY MISTY DOSS TIM PARKINSON

/s/ Bonnie Chase Secretary, Board of Education

NOTICE OF SPECIAL SCHOOL BOND ELECTION HARRISBURG R-VIII SCHOOL DISTRICT, MISSOURI

NOTICE is hereby given to the qualified voters of the Harrisburg R-VIII School District, Missouri (the "District"). In the State of Missouri, that an election will be held in the District on Tuesday, the 8th day of April 2014 commencing at 6:00 a.m., and closing at 7:00 p.m., on that date, for the purpose of submitting to the qualified voters of the District the following proposition, to-wit:

PROPOSITION 2 Shall the Board of Education of the Harrisburg R-VIII School District, Missouri, without an estimated increase in the current debt service property tax levy, borrow money in the amount of Two Million dollars (\$2,000,000) for the purpose of improving security and monitoring capabilities through the

construction of secure entrances, installation of a controlled access system, and installation of a campus-wide security camera system; to complete roof repairs and replacement at the north campus; to complete upgrades to the district's network and technology infrastructure including the development of wireless capabilities; to complete upgrades to the electrical and lighting systems; to the extent funds are available install additional seating capacity at the athletic complex, complete other renovations, repairs and improvements to the existing facilities to enhance classroom efficiency; and Issue bonds for the payment thereof? If this proposition is approved, the adjusted debt service levy of the School District is estimated to remain unchanged at \$1,1500 per one hundred dollars of assessed valuation of real and personal property.

YES NO

The election will be held and conducted by the County Clerks of Boone and Howard Counties, Missouri under the general election laws governing those Counties, and the election will be held in each voting precinct in the District and at the polling places designated therein by the County Clerks of Boone and Howard Counties, Missouri, or such other or additional precincts or polling places as such County Clerks may designate

By order of the Board of Education of the Harrisburg R-VIII School District, Missouri, this 13th day of January 2014.

BOARD OF EDUCATION HARRISBURG R-VIII SCHOOL DISTRICT, MISSOURI By: /s/ Sean Cochran President of the Board of Education

/s/ Sherry Glydewell Secretary of the Board of Education

NOTICE OF MUNICIPAL ELECTION CITY OF COLUMBIA, MISSOURI

Notice is hereby given to the qualified voters of the City of Columbia, Missouri, that the City Council of the City has called an election to be held on Tuesday, April 8, 2014, commencing at six o'clock a.m. and closing at seven o'clock p.m., for the purpose of electing Council Members for Wards 1 and 5. The following is a sample of the ballot that will be used at the election:

FOR COUNCIL MEMBER, FIRST WARD 3 YEAR TERM (VOTE FOR 1)

GINNY CHADWICK TYREE BYNDOM WILLIAM (BILL) EASLEY

FOR COUNCIL MEMBER, FIFTH WARD 3 YEAR TERM (VOTE FOR 1)

LAURA NAUSER

The election will be held at the following polling places in the City:

See polling place listing at end of notice of election

Dated this 28th day of January, 2014.

Wendy Noren Clerk of the County Commission

NOTICE OF GENERAL ELECTION CITY OF ASHLAND

Notice is hereby given to the qualified voters of the City of Ashland, Missouri, that the Board of Aldermen of the City of Ashland, Missouri, have called for a general election to be held in the designated polling places with the City on Tuesday, April 8, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

FOR MAYOR 2 YEAR TERM (VOTE FOR 1)

GENE RHORER

FOR ALDERMAN WARD ONE 2 YEAR TERM (VOTE FOR 1)

NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY WRITE-IN.

Write-In

FOR ALDERMAN WARD TWO 2 YEAR TERM (VOTE FOR 1)

JIM FASCIOTTI

FOR ALDERMAN WARD THREE 2 YEAR TERM (VOTE FOR 1)

FRED KLIPPEL JESSE BRONSON

I, Darla Leigh Sapp, City Clerk of the City of Ashland, Missouri do hereby certify that the foregoing is a true copy of the candidates who have filed for election to Ashland Municipal Office for April 8, 2014.

In witness, whereof, I have hereunto set my hand and the official seal of the City of Ashland, Missouri this 27th day of January, 2014.

(City Seal) /s/Darla Leigh Sapp, City Clerk City of Ashland, Missouri

NOTICE OF GENERAL ELECTION CITY OF CENTRALIA, MISSOURI

Notice is hereby given to the qualified voters of the City of Centralia, Missouri that the Board of Aldermen of the City of Centralia, Missouri has called for a general election to be held at the designated polling places within the city on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m., for said voters to

vote on the candidates set forth in the following sample ballot:

FOR ALDERMAN WARD I 2 YEAR TERM (VOTE FOR 1)

ANDREA VOLLRATH

FOR ALDERMAN WARD II 2 YEAR TERM (VOTE FOR 1)

NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY WRITE-IN

FOR ALDERMAN WARD III 2 YEAR TERM (VOTE FOR 1)

LANDON MAGLEY

I, Heather Lockett, City Clerk of the City of Centralia, Missouri, do further hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Centralia municipal office for the April 8, 2014 election.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Centralia, Missouri this 24th day of January, 2014.

(CITY SEAL) /s/Heather Lockett, City Clerk City of Centralia, Missouri

NOTICE OF SPECIAL ELECTION CITY OF CENTRALIA, MISSOURI MUNICIPAL LIBRARY DISTRICT

Notice is hereby given to the qualified voters of the City of Centralia, Missouri Municipal Library District, that, at the request of the Board of Trustees of the Library District, the Board of Aldermen of the City of Centralia, Missouri has called a special election to be held in the City of Centralia, Missouri Municipal Library District, concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

QUESTION NUMBER 1 Shall there be a tax increase of twenty-five cents (\$0.25) per one hundred dollars of assessed valuation over the present \$0.30 per one hundred dollars of assessed valuation for the City of Centralia, Missouri Municipal Library District?

If this question is approved, the total tax levy (exclusive of any levy for debt service) for the City of Centralia, Missouri Municipal Library District will be \$0.55 per one hundred dollars of assessed valuation.

YES NO

DATED: Jan. 28, 2014 County Clerk of Boone County, Missouri

(with polls) Boone County Clerk Public Notice 2

**NOTICE OF GENERAL ELECTION CITY OF HALLSVILLE, MISSOURI**

Notice is hereby given to the qualified voters of the City of Hallsville, Missouri that the Board of Aldermen of the City of Hallsville, Missouri has called for a general election to be held at the designated polling place within the City on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

**FOR MAYOR 2 YEAR TERM (VOTE FOR 1)**

**CHERI TOALSON REISCH**

**FOR ALDERMAN WARD I 2 YEAR TERM (VOTE FOR 1)**

**THOMAS L. PAULEY**

**FOR ALDERMAN WARD II 2 YEAR TERM (VOTE FOR 1)**

**NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY WRITE-IN**

**Write-In**

I, Kim Blise, City Clerk of the City of Hallsville, Missouri, do further hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Hallsville municipal office for the April 8, 2014 election. In Witness Whereof, I have hereunto set my hand and the official seal of the City of Hallsville, Missouri this 22nd day of January, 2014.

(CITY SEAL)  
/s/Kim Blise, City Clerk  
City of Hallsville, Missouri

**NOTICE OF GENERAL ELECTION TOWN OF HARRISBURG, MISSOURI**

Notice is hereby given to the qualified voters of the Town of Harrisburg, Missouri that the Board of Trustees of said Town has called a general election to be held in said Town on April 8, 2014 commencing at 6:00 am and closing at 7:00 pm for the purpose of choosing the elective municipal officers of said Town by vote upon ballots in substantially the form of the following sample

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**REGGIE WILHITE**

**Write-In**

**Write-In**

**NOTICE OF ELECTION TOWN OF HARTSBURG, MISSOURI**

Notice is hereby given to qualified voters of the Village of Hartsburg, Missouri that an election will be held on Tuesday the eighth of April, 2014 beginning at six o'clock in the A.M. closing at seven o'clock in the P.M. on said date, to vote on the election of two Members for the Board of Trustees as shown in the sample ballot below.

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**NO CANDIDATE FILED. TRUSTEE TO BE ELECTED BY WRITE-IN**

**Write-In**

**Write-In**

**NOTICE OF GENERAL ELECTION TOWN OF HUNTSDALE, MISSOURI**

Notice is hereby given to the qualified voters of the Village of Huntsdale, Missouri that the Municipal Election of said Village will be held at the regularly designated polling place on Tuesday, the 8th day of April, 2014, beginning at six o'clock A.M. (6:00 A.M.) and closing at seven o'clock P.M. (7:00 P.M.) of said day, to vote on the candidates set forth in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 3)**

**ED MCGEE DORTHY EBERHART ANA LOPEZ**

/s/Debby Lancaster  
Mayor  
Huntsdale, MO

**NOTICE OF GENERAL ELECTION TOWN OF MCBAIN, MISSOURI**

Notice is hereby given to the qualified voters of the Town of McBaine, Missouri that the Municipal Election of said Town will be held at the regularly designated polling place on Tuesday, the 8th day of April, 2014, beginning at 6:00 A.M. and closing at 7:00 P.M. of said day, to vote on the candidates set forth in the following sample ballot:

**FOR TRUSTEE 2 YEAR TERM (VOTE FOR 2)**

**VIRGINIA COLEMAN MARVIN SAPP**

/s/VIRGINIA COLEMAN  
City Clerk  
Town of McBaine, Missouri

**NOTICE OF ELECTION VILLAGE OF PIERPONT, MISSOURI**

Notice is hereby given to the qualified voters of the Village of Pierpont, Missouri that the Board of Trustees of the Village has called an election to be held in the Village on Tuesday April 8th 2014 commencing at six o'clock am and closing at seven o'clock pm on the question in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**JUSTIN JOHN ROBERT MILLER**

This election will be held at Rock Bridge Elementary School, 5151 S. Hwy 163, Columbia, Boone County.

Dated this day of January 28th, 2014  
Barry Bean, Village Clerk

**NOTICE OF ELECTION CITY OF ROCHEPORT, MISSOURI STATE OF MISSOURI COUNTY OF BOONE**

**PUBLIC NOTICE IS HEREBY GIVEN TO THE QUALIFIED VOTERS THAT AN ELECTION WILL BE HELD IN THE CITY OF ROCHEPORT, MISSOURI IN BOONE COUNTY ON TUESDAY, APRIL 8, 2014 FOR THE PURPOSE OF ELECTING ONE ALDERMAN FOR WARD ONE, FOR A TWO YEAR TERM, ONE ALDERMAN FOR WARD TWO FOR A TWO YEAR TERM, COMMENCING UPON CERTIFICATION AND OATH OF OFFICE.**

**THE POLLS AT SAID ELECTION WILL BE KEPT OPEN FROM AND BETWEEN THE HOURS OF SIX O'CLOCK AM AND SEVEN O'CLOCK PM.**

**THE BALLOTS OF SAID ELECTION WILL BE IN THE FORM OF THE SAMPLE BALLOT.**

**FOR ALDERMAN WARD ONE 2 YEAR TERM (VOTE FOR 1)**

**CEE JAYE PECORAK**

**FOR ALDERMAN WARD TWO 2 YEAR TERM (VOTE FOR 1)**

**MIKE FRIEDEMANN**

**BY THE ORDER OF THE BOARD OF ALDERMEN FOR THE CITY OF ROCHEPORT, BOONE COUNTY, MISSOURI THIS 22ND DAY OF JANUARY 2014. RESPECTFULLY SUBMITTED CITY CLERK SHIRLEY JENKINS-OLD ROCHEPORT, MISSOURI**

**NOTICE OF MUNICIPAL ELECTION CITY OF STURGEON, MISSOURI**

Notice is hereby given to the qualified voters of the City of Sturgeon, Missouri that the Board of Aldermen of the City of Sturgeon, Missouri has called for a Municipal Election of said city to be held at the designated polling place within said city on Tuesday, April 8, 2014 beginning at six o'clock a.m. and closing at seven o'clock p.m. of said day for said voters to vote on the candidates set forth in the following sample ballot:

**FOR ALDERMAN, WARD I 2 YEAR TERM (VOTE FOR 1)**

**STEVE CROSSWHITE**

**FOR ALDERMAN, WARD II 2 YEAR TERM (VOTE FOR 1)**

**KEVIN ABRAHAMSON**

I, DaAnna Jacobs, City Clerk of the City of Sturgeon, Missouri, do hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Sturgeon municipal office for the April 8, 2014 election.

(CITY SEAL)  
/s/DeAnna Jacobs, City Clerk  
City of Sturgeon, Missouri

**NOTICE OF ELECTION BOONE COUNTY FIRE PROTECTION DISTRICT BOONE COUNTY, MISSOURI**

Notice is hereby given to the qualified voters of the Boone County Fire Protection District that the Board of Directors of the District has called a bond election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION**  
**Shall Boone County Fire Protection District issue its general obligation bonds in the amount of \$14,000,000 for the purpose of acquiring real property; constructing, furnishing and equipping new fire stations; constructing, furnishing and equipping additions and/or renovations to existing fire stations; and acquiring and/or reconditioning firefighting apparatus and equipment, emergency apparatus and equipment and training facilities and equipment?**

**YES NO**

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election

DATED: January 21, 2014.  
County Clerk of Boone County, Missouri

**NOTICE OF ELECTION CENTRALIA SPECIAL ROAD DISTRICT**

Notice is hereby given to the qualified electors of the Centralia Special Road District pursuant to the provisions of 233.040 RSMo. an election to be held in said district on Tuesday, the 8th day of April, 2014, 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 for Commissioner of the Centralia Special Road District of Boone County, Missouri for a term of 3 years

The ballot at said election shall be in substantially the following form:

**FOR COMMISSIONER 3 YEAR TERM (VOTE FOR 1)**

**JOHN SELBY GARY RIEDEL**

Done this 28th day of January, 2014

**ATTEST:**  
/s/Wendy S. Noren  
Clerk of the County Commission

/s/Daniel K. Atwill  
Presiding Commissioner

/s/Karen M. Miller  
District I Commissioner

/s/Janet M. Thompson  
District II Commissioner

I, Wendy S. Noren, County Clerk and Election Authority in and for the County of Boone, State of Missouri, hereby certify that the above and foregoing is a true and correct copy of the ballot as certified to me by the officers or agencies calling for an election to be held in said County on Tuesday, the 8th day of April, 2014.

The polling places for said election will be open from the hours of 6:00 am until 7:00 pm during which time any person properly registered to vote in the county will be given the opportunity to cast his or her ballot.

Done by order of the County Clerk of the County of Boone, this 28th day of January, 2014.

(Seal)  
/s/Wendy S. Noren  
County Clerk  
Boone County, Missouri

**POLLING PLACE**

Precinct	Polling Place
1A	Boone County Government Center, 801 E. Walnut St
1B&1E&1I&6A&6B&6F&6L	Paquin Towers, 1201 Paquin St
1C&1G	Columbia/Boone County Health Department, 1005 W. Worley St
1D	Oak Towers, 700 N. Garth
1F&1J&1K&1L&2K	Activity & Recreation Center, 1701 W. Ash St
2A&2G	Parkade Baptist Church, 2102 N. Garth Ave
2B&2J	Sunrise Optimist Club, 2410 Parker St
2C&2H	Friendship Baptist Church, 1707 Smiley Ln
2D&2L	Knights of Columbus Hall, 820
2F&2I	2525 N. Stadium Blvd, Grace Bible Church, 601 Blue Ridge Rd
3A&3G&3L	First Church of the Nazarene, 2601 Blue Ridge Rd
3B&3D	Memorial Baptist Church, 1634 Paris Rd
3C&3I	Hanover Village Community Bldg, 1601 Hanover Blvd
3E&3H&3M	Howard Johnson Inn, 3100 I-70 Dr SE

3F&3J	Open Heart Baptist Church, 2519 N. Lake of the Woods Rd
4A&4J	Fairview Road Church of Christ, 201 S. Fairview Rd
4B&2I	Community Methodist Church, 3301 W. Broadway
4C&4D	Trinity Presbyterian Church, 1600 W. Rollins Rd
4E	St Andrew's Lutheran Church, 914 West Blvd S
4F&4I&5A	Columbia Public Library, 100 W. Broadway
4G&37	Fairview Rd Community of Christ, 1111 S. Fairview Rd
4H&4N	Rejoice Free Will Baptist Church, 1900 Chapel Hill Rd
4K&4M	Fairview United Methodist Church, 3200 Chapel Hill Rd
4L	Broadway Christian Church, 2601 W. Broadway
5C&5H&6G	Rock Bridge Christian Church, 301 W. Green Meadows Rd
5D&27	Bethel Baptist Church, 201 E. Old Plank Rd
5E&5K&5N&5P	Woodcrest Chapel, 2201 W. Nilong Blvd
5F	Rock Bridge Church of God, 3515 Valencia Dr
5G&5M&56&54	Forum Blvd Christian Church, 3900 Forum Blvd
5I&5J	Peachtree Banquet Center, 120 E. Nilong Blvd Suite D
6C&6H&6J	Unitarian Church of Columbia, 2615 Shepard Blvd
6D&6E&6I&6K&6M&2&28&29	Lenoir Community Center, 1 Hourigan Drive
07	Harrisburg Lions Club, 120 E. Sexton St, Harrisburg
08	Sturgeon Recreation Center, 403 W. McDowell St, Sturgeon
09&10&11&12	United Methodist Church, 715 Orchard, Centralia
14	Dripping Springs Church, 2701 W. Dripping Springs Rd
15&22&40&45	Missouri National Guard Hdqtrs, 5151 N. Roger I. Wilson
16&39	Memorial Dr Hallsville Community Center, 324 E. Hwy 00, Hallsville
17	Liberty Baptist Church, 7461 N. Brown Station Rd
18&19&36	MU Extension Office, 1012 N. Hwy UU
23&41	Redeemer Presbyterian Church, 101 Grace Ln
24&33	Holiday Inn East, 915 Port Way
25&34	American Legion, Post #202
30&35&43	3669 Legion Ln, Rock Bridge
26	Elementary School, 5151 S. Hwy 163
31&32&42	Ashland Baptist Church, 203 E. Broadway, Ashland
Central	Ashland Optimist Club, 511 Optimist Dr., Ashland
	Boone County Government Center, 801 E. Walnut St

Exhibit B  
cont'd

Boone County Clerk Public Notice (no balls)

**NOTICE OF ELECTION SCHOOL DISTRICT OF COLUMBIA BOONE COUNTY, MISSOURI**  
Notice is hereby given to the qualified voters of the School District of Columbia Boone County, Missouri, that the annual school election will be held in said District on general municipal election day, Tuesday, the 8th day of April, 2014, commencing at six o'clock a.m. and closing at seven o'clock p.m. on said date, for the purpose of submitting to the qualified electors of said District the following:

**FOR ELECTION OF DIRECTORS 3 YEAR TERM (VOTE FOR 3)**

**JONATHAN SESSIONS  
PAUL CUSHING  
HELEN WADE  
JOSEPH A. TOEPKE**

Andrea M. Fohatt  
Secretary, Board of Education

**NOTICE OF SPECIAL BOND ELECTION THE SCHOOL DISTRICT OF COLUMBIA BOONE COUNTY STATE OF MISSOURI**  
Notice is hereby given to the qualified voters of The School District of Columbia, Boone County, State of Missouri, that the Board of Education of the District has called a special election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION**  
Shall The School District of Columbia, Boone County, Missouri, issue its general obligation bonds in the amount of Fifty Million Dollars (\$50,000,000) for the purpose of acquiring and developing sites for school buildings and acquiring, constructing, improving, extending, repairing, remodeling, renovating, furnishing and equipping new and existing school facilities, including, without limitation, constructing a new elementary school and acquiring and developing site therefor, improving and constructing additions to existing buildings, and acquiring and installing technology improvements? If this question is approved, the debt service levy of the school district is estimated to increase by four cents, from \$0.9319 to \$0.9719, per \$100 of assessed valuation of real and personal property.

**YES  
NO**

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election to be published on April 6, 2014.

DATED January 28, 2014  
County Clerk of Boone County, Missouri

**NOTICE OF ELECTION SOUTHERN BOONE COUNTY R-I SCHOOL DISTRICT**  
Notice is hereby given to the qualified voters of the Southern Boone County R-I Schools that an election will be held in said District on Tuesday, the 8th day of April, 2014, from and between the hours of 6:00 A.M. and 7:00 P.M. on said date to choose by ballot 3 members of the Board of Education for terms of 3 years each. The ballot for said election shall be contained in the following Sample Ballot:

**FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)**

**GEORGE L. CARNAY  
KELLY GARDNER  
PRICE NICHOLS  
KEVIN J. SCHUPP  
PATRICK E. DAUGHTERY  
BRIAN BROOKSHIRE  
CLAIRNEL NERVIC  
BRITNEY M. SOMES**

Certified this 23rd day of January, 2014.

*/s/Phyllis Weiler*  
Secretary, Board of Education

**NOTICE OF ELECTION NEW FRANKLIN R-I SCHOOL DISTRICT**  
Notice is hereby given to the qualified voters of New Franklin R-I School District of Howard County, State of Missouri, that an election in said District will be held at usual polling places within said District on Tuesday the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m., of said day, to vote upon the following proposition:

**FOR SCHOOL BOARD DIRECTOR 3 YEAR TERM (VOTE FOR 3)**

**JEFFERY A. CHITWOOD  
KENNETH L. HENDRIX  
JON HELD  
JUD EVANS**

Done by order of the Board of Education, this 24th day of January, 2014.

*/s/Beverly Parr*  
Secretary, Board of Education

**NOTICE OF ELECTION NORTH CALLAWAY R-I SCHOOL DISTRICT**  
Notice is hereby given to the qualified voters of North Callaway R-I School District that an election will be held in said District on Tuesday, the 8th day of April, 2014, from and between the hours of 6:00 a.m. and 7:00 p.m. on said date to choose, by ballot, three (3) members of the Board of Education for terms of three (3) years each. The ballot for said election shall be contained in the following Official Ballot:

**FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)**

**REGAN LOVE  
SANDRA L. LAVY  
MIKE SHRYOCK  
MATT MCCOWAN**

Certified this 24th day of January, 2014.

*/s/Scott Starkey*  
Secretary, Board of Education

**NOTICE OF ELECTION HALLSVILLE R-IV SCHOOL DISTRICT BOONE COUNTY, MISSOURI**  
Notice is hereby given to the qualified voters of the Hallsville R-IV School District of Boone County, Missouri, that an election will be held in said District on Tuesday, the 8th day of April, 2014, from and between the hours of 6:00 a.m. and 7:00 p.m. on said date, to choose by ballot 3 members of the Board of Education for terms of 3 years each. The ballot for said election shall be contained in the following Sample Ballot:

**FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)**

**JON N. BEQUETTE  
STEVE KORTYOHANN  
SHANDA NICHOLS  
CHRISTOPHER DWYER**

Certified this 22nd day of January, 2014.

*/s/Judy George*  
Secretary, Board of Education  
Hallsville R-IV School District

**NOTICE OF ELECTION SCHOOL DISTRICT NO. R-V BOONE COUNTY, MISSOURI**  
Notice is hereby given to the qualified voters of School District No. R-V of Boone County, State of Missouri, that an election in said District will be held at Sturgeon within said District on Tuesday, the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m., on said date, to vote on the candidates set forth in the following positions:

**FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3)**

**CHARLES E. KING  
HEATHER D. DOUGHERTY  
MISTY DOSS  
TIM PARKINSON**

*/s/Ronnie Chase*  
Secretary, Board of Education

**NOTICE OF SPECIAL SCHOOL BOND ELECTION HARRISBURG R-VIII SCHOOL DISTRICT, MISSOURI**  
NOTICE is hereby given to the qualified voters of the Harrisburg R-VIII School District, Missouri (the "District"), in the State of Missouri, that an election will be held in the District on Tuesday, the 8th day of April, 2014, commencing at 6:00 a.m., and closing at 7:00 p.m., on that date, for the purpose of submitting to the qualified voters of the District the following proposition, to wit:

**PROPOSITION 2**  
Shall the Board of Education of the Harrisburg R-VIII School District, Missouri, without an estimated increase in the current debt service property tax levy, borrow money in the amount of Two Million dollars (\$2,000,000) for the purpose of improving and monitoring capabilities through the construction of secure entrances, installation of a controlled access system, and installation of a campus wide security camera system; to complete upgrades to the district's network and technology infrastructure including the development of wireless capabilities; to complete upgrades to the electrical and lighting systems to the extent funds are available; install additional seating capacity at the athletic complex, complete other renovations, repairs and improvements to the existing facilities to enhance classroom efficiency; and issue bonds for the payment thereof? If this proposition is approved, the adjusted debt service levy of the School District is estimated to remain unchanged at \$1,1500 per one hundred dollars of assessed valuation of real and personal property.

**YES  
NO**

The election will be held and conducted by the County Clerks of Boone and Howard Counties, Missouri under the general election laws governing those Counties, and the election will be held in each voting precinct in the District and at the polling places designated

**FOR ALDERMAN WARD III 2 YEAR TERM (VOTE FOR 1)**

**LANDON MAGLEY**  
I, Heather Lockett, City Clerk of the City of Centralia, Missouri, do hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Centralia municipal office for the April 8, 2014 election.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Centralia, Missouri this 24th day of January, 2014.

(City Seal)  
*/s/Heather Lockett, City Clerk*  
City of Centralia, Missouri

**NOTICE OF MUNICIPAL ELECTION CITY OF COLUMBIA, MISSOURI**  
Notice is hereby given to the qualified voters of the City of Columbia, Missouri, that the City Council of the City has called an election to be held on Tuesday, April 8, 2014, commencing at six o'clock a.m. and closing at seven o'clock p.m., for the purpose of electing Council Members for Wards 1 and 5. The following is a sample of the ballot that will be used at the election:

**FOR COUNCIL MEMBER, FIRST WARD 3 YEAR TERM (VOTE FOR 1)**

**GINNY CHADWICK  
THREE BYNDOM  
WILLIAM (BILL) EASLEY**

**FOR COUNCIL MEMBER, FIFTH WARD 3 YEAR TERM (VOTE FOR 1)**

**LAURA NAUSER**  
The election will be held at the following polling places in the City:

See polling place listing at end of notice of election to be published on April 6, 2014.

Dated this 28th day of January, 2014.

*Wendy Mann*  
County Clerk of Boone County, Missouri

**NOTICE OF GENERAL ELECTION CITY OF ASHLAND**  
Notice is hereby given to the qualified voters of the City of Ashland, Missouri, that the Board of Aldermen of the City of Ashland, Missouri, has called for a general election to be held in the designated polling places within the City on Tuesday, April 8, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m. for said voters to vote on the candidates set forth in the following sample ballot:

**FOR MAYOR 2 YEAR TERM (VOTE FOR 1)**

**GENE RHORER**

**FOR ALDERMAN WARD ONE 2 YEAR TERM (VOTE FOR 1)**

**NO CANDIDATE FILED ALDERMAN TO BE ELECTED BY WRITE-IN**  
Write-In  
**FOR ALDERMAN WARD TWO 2 YEAR TERM (VOTE FOR 1)**

**JIM FASCIOTTI**

**FOR ALDERMAN WARD THREE 2 YEAR TERM (VOTE FOR 1)**

**FRED KLIPPEL  
JESSE BRONSON**  
I, Darla Leigh Sapp, City Clerk of the City of Ashland, Missouri, do hereby certify that the foregoing is a true copy of the candidates who have filed for election to Ashland Municipal Office for April 8, 2014.

In witness, whereof, I have hereunto set my hand and the official seal of the City of Ashland, Missouri this 27th day of January, 2014.

(City Seal)  
*/s/Darla Leigh Sapp, City Clerk*  
City of Ashland, Missouri

**NOTICE OF GENERAL ELECTION CITY OF CENTRALIA, MISSOURI**  
Notice is hereby given to the qualified voters of the City of Centralia, Missouri that the Board of Aldermen of the City of Centralia, Missouri has called a general election to be held in said City on April 8, 2014 commencing at 6:00 a.m. and closing at 7:00 p.m. for the purpose of choosing the elective municipal officers of said City by vote upon ballots as substantially in the form of the following sample:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**REGGIE WILHITE**  
Write-In  
**FOR ALDERMAN WARD II 2 YEAR TERM (VOTE FOR 1)**

**ANDREA VOLLRATH**

**NO CANDIDATE FILED ALDERMAN TO BE ELECTED BY WRITE-IN**  
Write-In

**NOTICE OF ELECTION HARRISBURG, MISSOURI**  
Notice is hereby given to qualified voters of the Village of Harrisburg, Missouri that an election will be held on Tuesday the eighth of April, 2014

**NOTICE OF GENERAL ELECTION TOWN OF HARRISBURG, MISSOURI**  
Notice is hereby given to the qualified voters of the Town of Harrisburg, Missouri that the Board of Trustees of said Town has called a general election to be held in said Town on April 8, 2014 commencing at 6:00 a.m. and closing at 7:00 p.m. for the purpose of choosing the elective municipal officers of said Town by vote upon ballots as substantially in the form of the following sample:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**REGGIE WILHITE**  
Write-In  
**FOR ALDERMAN WARD II 2 YEAR TERM (VOTE FOR 1)**

**ANDREA VOLLRATH**

**NO CANDIDATE FILED ALDERMAN TO BE ELECTED BY WRITE-IN**  
Write-In

**NOTICE OF ELECTION TOWN OF HUNTSDALE, MISSOURI**  
Notice is hereby given to qualified voters of the Village of Huntsdale, Missouri that an election will be held on Tuesday the eighth of April, 2014

**NOTICE OF MUNICIPAL ELECTION CITY OF STURGEON, MISSOURI**  
Notice is hereby given to the qualified voters of the City of Sturgeon, Missouri that the Board of Aldermen of the City of Sturgeon, Missouri has called for a Municipal Election of said City to be held at the designated polling place on Tuesday, the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m. of said day, to vote on the candidates set forth in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**ED MCGEE  
DORTHY EBERHART  
ANA LOPEZ**  
*/s/Deby Lancaster*  
Mayor  
Huntsdale, MO

**NOTICE OF ELECTION BOONE COUNTY FIRE PROTECTION DISTRICT BOONE COUNTY, MISSOURI**  
Notice is hereby given to the qualified voters of the Boone County Fire Protection District that the Board of Directors of the District has called a bond election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION**  
Shall Boone County Fire Protection District issue its general obligation bonds in the amount of \$14,000,000 for the purpose of acquiring real property; constructing, furnishing and equipping new fire stations; constructing, furnishing and equipping additions and/or renovations to existing fire stations; and acquiring and/or reconconditioning firefighting apparatus and equipment, emergency apparatus and equipment and training facilities and equipment?

**YES  
NO**

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election to be published on April 6, 2014.

DATED: January 21, 2014  
County Clerk of Boone County, Missouri

**NOTICE OF ELECTION CENTRALIA SPECIAL ROAD DISTRICT**  
Notice is hereby given to the qualified voters of the Centralia Special Road District that pursuant to the provisions of 231.040 RSMo an election is to be held in said district on Tuesday, the 8th day of April, 2014, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said day for the purpose of selecting one (1) member to be Commissioner of the Centralia Special Road District of Boone County, Missouri for a term of 3 years.

The ballot at said election shall be in substantially the following form:

**FOR COMMISSIONER 3 YEAR TERM (VOTE FOR 1)**

**JOHN SELBY  
GARY RIEDEL**  
Done this 20th day of January, 2014

*/s/Wendy G. Noren*  
County Clerk of Boone County, Missouri

*/s/Daniel K. Atwell*  
Presiding Commissioner

*/s/Karen M. Miller*  
District I Commissioner

*/s/Janel M. Thompson*  
District II Commissioner

*Wendy S. Noren, County Clerk and Election Authority in and for the County of Boone State of Missouri, hereby certify that the above and foregoing is a true and correct copy of the ballot as certified to me by the officers or agencies calling for an election to be held in said County on Tuesday, the 8th day of April, 2014*

The polling places for said election will be open from the hours of 6:00 am until 7:00 pm during which time any person properly registered to vote in the county will be given the opportunity to cast his or her ballot.

Done by order of the County Clerk of the County of Boone, this 29th day of January, 2014.

(Seal)  
*/s/Wendy S. Noren*  
County Clerk  
Boone County, Missouri

**NOTICE OF ELECTION TOWN OF MCBANE, MISSOURI**  
Notice is hereby given to the qualified voters of the Town of McBan, Missouri that the Municipal Election of said Town will be held in the regularly designated polling place on Tuesday, the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m. of said day, to vote on the candidates set forth in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 3)**

**ED MCGEE  
DORTHY EBERHART  
ANA LOPEZ**  
*/s/Deby Lancaster*  
Mayor  
Huntsdale, MO

**NOTICE OF GENERAL ELECTION VILLAGE OF PIERPONT, MISSOURI**  
Notice is hereby given to the qualified voters of the Village of Pierpont, Missouri that the Board of Trustees of the Village has called an election to be held in the Village on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m. on the question in the following sample ballot:

**FOR TRUSTEE 2 YEAR TERM (VOTE FOR 2)**

**VIRGINIA COLEMAN  
MARVIN SAPP**  
*/s/VIRGINIA COLEMAN*  
City Clerk  
Town of McBane, Missouri

**NOTICE OF ELECTION VILLAGE OF PIERPONT, MISSOURI**  
Notice is hereby given to the qualified voters of the Village of Pierpont, Missouri that the Board of Trustees of the Village has called an election to be held in the Village on Tuesday, April 8, 2014 commencing at six o'clock a.m. and closing at seven o'clock p.m. on the question in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**JUSTIN JOHN  
ROBERT MILLER**  
This election will be held at Flock Bridge Elementary School, 5151 S. Hwy 163, Columbia, Boone County, Missouri

Dated this day of January 28th, 2014

*Barry Bean, Village Clerk*

**NOTICE OF ELECTION CITY OF ROCHEPORT, MISSOURI STATE OF MISSOURI COUNTY OF BOONE**  
PUBLIC NOTICE IS HEREBY GIVEN TO THE QUALIFIED VOTERS THAT AN ELECTION WILL BE HELD IN THE CITY OF ROCHEPORT, MISSOURI IN BOONE COUNTY ON TUESDAY, APRIL 8, 2014 FOR THE PURPOSE OF ELECTING ONE ALDERMAN FOR WARD ONE, FOR A TWO YEAR TERM, ONE ALDERMAN FOR WARD TWO FOR A TWO YEAR TERM, COMPLETING UPON CERTIFICATION AND OATH OF OFFICE.

THE POLLS AT SAID ELECTION WILL BE KEPT OPEN FROM AND BETWEEN THE HOURS OF SIX O'CLOCK AM AND SEVEN O'CLOCK PM

THE BALLOTS OF SAID ELECTION WILL BE IN THE FORM OF THE SAMPLE BALLOT

**FOR ALDERMAN WARD ONE 2 YEAR TERM (VOTE FOR 1)**

**CEE JAYE PECORAK**

**FOR ALDERMAN WARD TWO 2 YEAR TERM (VOTE FOR 1)**

**MIKE FRIEDEMANN**

BY THE ORDER OF THE BOARD OF ALDERMEN FOR THE CITY OF ROCHEPORT, BOONE COUNTY, MISSOURI THIS 22ND DAY OF JANUARY 2014

RESPECTFULLY SUBMITTED  
CITY CLERK  
SHIRLEY JENKINS-OLD  
ROCHEPORT MISSOURI

**NOTICE OF MUNICIPAL ELECTION CITY OF STURGEON, MISSOURI**  
Notice is hereby given to the qualified voters of the City of Sturgeon, Missouri that the Board of Aldermen of the City of Sturgeon, Missouri has called for a Municipal Election of said City to be held at the designated polling place on Tuesday, the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m. of said day, to vote on the candidates set forth in the following sample ballot:

**FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2)**

**ED MCGEE  
DORTHY EBERHART  
ANA LOPEZ**  
*/s/Deby Lancaster*  
Mayor  
Huntsdale, MO

**NOTICE OF ELECTION BOONE COUNTY FIRE PROTECTION DISTRICT BOONE COUNTY, MISSOURI**  
Notice is hereby given to the qualified voters of the Boone County Fire Protection District that the Board of Directors of the District has called a bond election to be held in the District concurrently with the general municipal election on Tuesday, April 8, 2014, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**QUESTION**  
Shall Boone County Fire Protection District issue its general obligation bonds in the amount of \$14,000,000 for the purpose of acquiring real property; constructing, furnishing and equipping new fire stations; constructing, furnishing and equipping additions and/or renovations to existing fire stations; and acquiring and/or reconconditioning firefighting apparatus and equipment, emergency apparatus and equipment and training facilities and equipment?

**YES  
NO**

The election will be held at the following polling places in the District:

See polling place listing at end of notice of election to be published on April 6, 2014.

DATED: January 21, 2014  
County Clerk of Boone County, Missouri

Exhibit B cont'd  
Notice of Election

**NOTICE OF ELECTION  
SCHOOL DISTRICT NO. R-V  
BOONE COUNTY, MISSOURI**

Notice is hereby given to the qualified voters of School District No. R-V of Boone County, State of Missouri, that an election in said District will be held at Sturgeon within said District on Tuesday, the 8th day of April, 2014, beginning at six o'clock a.m. and closing at seven o'clock p.m., of said day, to vote upon the following positions:

**FOR BOARD OF EDUCATION  
3 YEAR TERM  
(VOTE FOR 3)**

**CHARLES E. KING  
HEATHER D. DOUGHERTY  
MISTY DOSS  
TIM PARKINSON**

/S/ Bonnie Chase  
Secretary, Board of Education

I, Wendy S. Noren, County Clerk and Election Authority in and for the County of Boone, State of Missouri, hereby certify that the above and foregoing is a true and correct copy of the ballot as certified to me by the officers or agencies calling for an election to be held in said County on Tuesday, the 8th day of April, 2014.

The polling places for said election will be open from the hours of 6:00 am until 7:00 pm during which time any person properly registered to vote in the county will be given the opportunity to cast his or her ballot.

Done by order of the County Clerk of the County of Boone, this 28th day of January, 2014.

(Seal)  
/s/Wendy S. Noren  
County Clerk  
Boone County, Missouri

**POLLING PLACE**

<u>Precinct</u>	<u>Polling Place</u>
11-Friendship	Friendship Christian Church 2045 Hwy EE

Exhibit B cont'd  
JOURNAL Filing for Boone County  
Hospice Trustee

**NOTICE OF  
CANDIDATE FILING  
BOONE COUNTY  
HOSPITAL TRUSTEE**

Notice is hereby given to the qualified electors of the County of Boone, Missouri, that an election will be held in said County on Tuesday, the 8th day of April, 2014, for the purpose of electing 1 (one) Hospital Trustee for the County of Boone. One trustee elected shall serve for a term of 5 years.

The filing period for Hospital Trustee of said County shall be from 8:00 a.m. on Tuesday, the 17th of December, 2013 until 5:00 p.m. on Tuesday, the 21st of January, 2014. Persons wishing to file to become a candidate for Hospital Trustee of Boone County shall file in the office of the Boone County Clerk, 801 E. Walnut St. Rm. 236, Columbia, Missouri. Candidates for Hospital Trustee shall be residents of the County.

/s/Wendy S. Noren  
Boone County Clerk

Exhibit B cont'd  
Guard Filing, Centralia  
Special Road District Commissioner

**NOTICE OF  
CANDIDATE FILING  
CENTRALIA SPECIAL  
ROAD DISTRICT  
COMMISSIONER**

Notice is hereby given to the qualified voters of the Centralia Special Road District, County of Boone, Missouri, that an election will be held in said Road District on Tuesday, the 8th day of April, 2014, for the purpose of electing 1 (one) Commissioner of Centralia Special Road District. The commissioner elected shall serve for a term of 3 years.

The filing period for Commissioner of Centralia Special Road District of said County shall be from 8:00 a.m. on Tuesday, the 17th of December, 2013 until 5:00 p.m. on Tuesday, the 21st of January, 2014. Persons wishing to file to become a candidate for Commissioner of Centralia Special Road District shall file in the office of the Centralia City Clerk, 114 S. Rollins, Centralia, Missouri. Candidates for Commissioner of Centralia Special Road District shall be resident taxpayers of the Road District.

/s/Wendy S. Noren  
Boone County Clerk

*Exhibit B cont'd  
Boone County Clerk Candidates to be  
Nominated*

**Notice of Offices for which  
Candidates are to be Nominated  
at the August 5, 2014  
Primary Election**

NOTICE IS HEREBY GIVEN to persons wishing to file a declaration of candidacy to appear as a candidate for nomination at the primary election that filing will open on Tuesday, February 25, 2014 at 8:00 a.m. and will continue until Tuesday, March 25, 2014 at 5:00 p.m.

Filing for the following offices will take place in the office of the Honorable Jason Kander, Missouri Secretary of State, in the James C. Kirkpatrick State Information Center at 600 West Main Street in Jefferson City, Missouri:

- State Auditor**
- Representative in Congress for Fourth District**
- State Representative for Forty-Fourth District**
- State Representative for Forty-Fifth District**
- State Representative for Forty-Sixth District**
- State Representative for Forty-Seventh District**
- State Representative for Fiftieth District**
- Circuit Judge Circuit No. 13, Division 4**

FURTHER NOTICE IS GIVEN that filing for the following offices will take place in the office of Wendy S. Noren, County Clerk, Boone County, in the Boone County Government Center, 801 E. Walnut St. Room 236, Columbia, Missouri:

- Associate Circuit Judge, Division 5**
- Associate Circuit Judge, Division 9**
- Associate Circuit Judge, Division 10**
- Associate Circuit Judge, Division 11**
- Presiding Commissioner of the County Commission**
- County Clerk**
- Clerk of the Circuit Court**
- Recorder of Deeds**
- Prosecuting Attorney**
- County Auditor**
- Collector of Revenue**

Declarations of candidacy may be filed for the following political officers who are to be elected at the Primary Election:

- Committeeman and Committeewoman Democratic, Republican, Libertarian, Constitution Party:**
- Bourbon Township**
- Cedar Township**
- Centralia Township**
- Columbia Township**
- Katy Township**
- Missouri Township**
- Perche Township**
- Rock Bridge Township**
- Rocky Fork Township**
- Three Creeks Township**
- City of Columbia: Wards 1, 2, 3, 4, 5, and 6**
- City of Ashland: Wards 1, 2, and 3**
- City of Centralia: Wards 1, 2, and 3**
- City of Hallsville: Wards 1 and 2**
- City of Rocheport: Wards 1 and 2**
- City of Sturgeon: Wards 1 and 2**

In addition, such offices as become vacant by expiration of term, by death or resignation of incumbent or vacant for any cause, and which under the law, should be filled at the general election to be held November 4, 2014.

**NOTICE OF VOTER  
REGISTRATION ACCESSIBILITY**

FURTHER NOTICE IS GIVEN that at least one-half of the sites provided for voter registration shall be accessible to handicapped persons (RSMo 115.140). In addition, a disabled or elderly citizen may register to vote by alternative means including registration by mail, and curbside registration.

FOR MORE INFORMATION ON REGISTRATION AND VOTING: Persons may contact their local election authority by telephone at 886-4375 or by mail at Voter Registration, 801 E. Walnut St. Room 236, Columbia, MO 65201.

The Missouri Secretary of State's office provides a toll free number for persons with hearing impairments who have access to a Telecommunications Device for the Deaf (TDD). TDD users may call 800-669-8683 to obtain information on voter registration, polling place location and accessibility, absentee balloting, and other election-related services available in their local jurisdictions and from the State of Missouri.

The Boone County Clerk's office provides a telephone number for persons with hearing impairments who have access to a Telecommunications Device for the Deaf (TDD). TDD users may call 886-4388 to obtain information on polling places, absentee balloting, voter registration and other election-related services available in Boone County.

**CERTIFICATION OF ELECTION  
OFFICIALS**

Given under my hand and official seal at the Capitol in the City of Jefferson, State of Missouri, this 12th day of December, A.D., 2013.

(seal) /s/ Jason Kander  
Secretary of State

I, Wendy S. Noren, County Clerk within and for the County of Boone do hereby certify that the above and foregoing is a true and correct list as certified to me by JASON KANDER, Secretary of State, State of Missouri, of the offices for which candidates are to be nominated or elected at the PRIMARY ELECTION to be held August 5, 2014.

(seal) /s/ Wendy S. Noren  
County Clerk

The filing dates for all offices are:  
8:00 A.M. February 25, 2014  
to  
5:00 P.M. March 25, 2014

Certification of Candidates for Nomination and Party Emblems

State of Missouri )
)ss
Secretary of State )



The following are candidates for nomination to be voted for at the Primary Election to be held in the State of Missouri on the first Tuesday after the first Monday in August 2012, being the 7th day of August 2012, who have filed in the office of Robin Carnahan, Secretary of State, written declarations of candidacy as candidates for nomination, and are entitled to be voted for at such primary as required by law.

Also included are the party emblems for the Democratic, Republican, Libertarian and Constitution parties.



DEMOCRATIC PARTY CANDIDATES FOR NOMINATION

For U.S. Senator CLARE MCCASKILL, 1941 SPRING HOUSE DR ST. LOUIS, MO 63122
For Governor JEREMIAH W. (JAY) NIXON, 100 MADISON ST, JEFFERSON CITY, MO 65101-3061
For Lieutenant Governor CLAY THUNDERHAWK, 6189 HIGHWAY 106, ELLINGTON, MO 63638
For Lieutenant Governor SUSAN MONTEE, 2715 KENWOOD DR, JEFFERSON CITY, MO 65109-9264
For State Treasurer CLINT ZWEIFEL, 704 GUNNISON CT, COLUMBIA, MO 65203
For Attorney General CHRIS KOSTER, 201 W MCCARTY ST, APT 7, JEFFERSON CITY, MO 65101-1566
For State Representative District 4 TERESA HENSLEY, 112 ARAFAHO TRIL, LAKE WINNEBAGO, MO 64034
For State Senator District 19 MARY WYNNE STILL, 2000 S COUNTRY CLUB DR, COLUMBIA, MO 65201
For State Representative District 44 KEN JACOB, 4810 ST CHARLES RD, COLUMBIA, MO 65201
For State Representative District 45 CHRIS KELLY, 2706 BRISTOL LAKE DR, COLUMBIA, MO 65201
For State Representative District 46 STEPHEN WEBBER, 807 FOREST HILL CT, COLUMBIA, MO 65203
For State Representative District 47 NANCY COPENHAVER, 1512 RIDGELINE DR, MOBERLY, MO 65209
For State Representative District 50 JOHN A. WRIGHT, 9195 W GRAHAM RD, ROCHEPORT, MO 65279
For Circuit Judge Circuit 13 Division 1 CHRISTINE CARPENTER, 1701 E GANS RD, COLUMBIA, MO 65201

REPUBLICAN PARTY CANDIDATES FOR NOMINATION

For U.S. Senator TODD AKIN, 3370 BOUGUET RD, PACIFIC, MO 63099
For Governor JERRY BECK, 2111 OLIVE ST, LA MONTI, MO 65337
For Lieutenant Governor SARAH STEELMAN, 1820 SPRINGHOUSE LN, ROLLA, MO 65401
For State Treasurer SEAN OTOOLE, 3425 GLADSTONE BLVD, KANSAS CITY, MO 64123
For Attorney General DAVE BROWNING, 2715 S GARDNER RD, OAK GROVE, MO 64075
For U.S. Representative District 4 HERSHEL L. YOUNG, 17100 E STATE RT 2, HARRISONVILLE, MO 64701
For U.S. Representative District 4 THOMAS HOLBROOK, 515 LAUREL DR, UNIT B, WARRENSBURG, MO 64093

LIBERTARIAN PARTY CANDIDATES FOR NOMINATION

For U.S. Senator JONATHAN DINE, 5116 NW KALIVAS DR APT 62, RIVERSIDE, MO 64150
For Governor JIM HIGGINS, 11944 CRAIG VIEW DR, ST LOUIS, MO 63148
For Lieutenant Governor MATTHEW COPPLE, 4037 NE 59TH TERR, GLADSTONE, MO 64119
For Secretary of State CISSE W. SPRAGINS, 3425 GLADSTONE BLVD, KANSAS CITY, MO 64123
For State Treasurer SEAN OTOOLE, 3425 GLADSTONE BLVD, KANSAS CITY, MO 64123
For Attorney General DAVE BROWNING, 2715 S GARDNER RD, OAK GROVE, MO 64075
For U.S. Representative District 4 HERSHEL L. YOUNG, 17100 E STATE RT 2, HARRISONVILLE, MO 64701
For U.S. Representative District 4 THOMAS HOLBROOK, 515 LAUREL DR, UNIT B, WARRENSBURG, MO 64093

CONSTITUTION PARTY CANDIDATES FOR NOMINATION

For U.S. Representative District 4 HERSHEL L. YOUNG, 17100 E STATE RT 2, HARRISONVILLE, MO 64701
For U.S. Representative District 4 THOMAS HOLBROOK, 515 LAUREL DR, UNIT B, WARRENSBURG, MO 64093

CERTIFICATION

State of Missouri )
)ss
Secretary of State )

I, Robin Carnahan, Secretary of State of the State of Missouri do hereby certify that the foregoing is a true and correct list, containing the name and address of each person who has filed a written declaration of candidacy in my office and is entitled to be voted on at the primary election, together with a statement of the office for which he/she is a candidate, the party in which the candidates' names are to appear on the ballot.

I further certify the foregoing party emblems of the Democratic, Republican, Libertarian and Constitution Parties, respectively, in accordance with Section 115.365, Revised Statutes of Missouri.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of my office in the City of Jefferson, State of Missouri, this 26th day of May, 2012.
(seal)
Robin Carnahan
Secretary of State

COUNTY CLERK/ELECTION AUTHORITY CERTIFICATION

I, Wendy S. Noren, County Clerk/Election Authority within and for the county of Boone do hereby certify that the above and foregoing is a true and correct list as certified to me by Robin Carnahan, Secretary of State, State of Missouri, of the offices for which candidates are entitled to be voted for at the PRIMARY ELECTION to be held August 7, 2012.
IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my Seal, on at my office this 29th day of May, 2012.
(seal)
Wendy S. Noren
County Clerk/Election Authority

State of Missouri )
)ss
Secretary of State )

The following are the candidates for nomination or election to be voted for at the Primary Election to be held in Boone County, Missouri on the first Tuesday after the first Monday in August 2012, who have filed in the office of Wendy S. Noren, Boone County Clerk written declarations of candidacy as candidates for nomination or election and are entitled to be voted for at such primary as required by law. Written places will be open from the hour of 6:00 a.m. until 7:00 p.m. on each day during which time any person properly registered to vote in the County will be given the opportunity to cast his or her ballot.

DEMOCRATIC PARTY CANDIDATES FOR NOMINATION

For Associate Circuit Judge Circuit 13, Division 9 Unexpired 2 Year Term MICHAEL W. (MIKE) BRADLEY, 3810 HALLBROOK COURT, COLUMBIA, MO 65203
For Presiding Commissioner Unexpired 2 Year Term DANIEL R. ATWELL, 3300 WARBORWAY, COLUMBIA, MO 65203
For Associate Commissioner District 1 KAREN M. MILLER, 300 W BROADWAY, COLUMBIA, MO 65203
For Associate Commissioner District 2 DARIN FUGIT, 1406 SIR BARTON DR, STURGEON, MO 65284
For Assessor TOM SCHAULWECKER, 2806 WAITHER CT, COLUMBIA, MO 65203
For Public Administrator CATHY D. RICHARDS, 3108 WOODKIRK LN, COLUMBIA, MO 65203
For Sheriff DWAYNE CAREY, 9880 E VFMERS FORD RD, COLUMBIA, MO 65201
For County Treasurer NICOLE GALLOWAY, 115 CRESTMEHE AVE, COLUMBIA, MO 65203

DEMOCRATIC PARTY CANDIDATES FOR ELECTION

Columbia Ward 2 Committeewoman WILLIAM (BILL) CLARK, 3905 GRACE ELLEN DR, COLUMBIA, MO 65202
Columbia Ward 2 Committeewoman KHESHA DUNCAN, 3800 SADDLEBROOK PL #207, COLUMBIA, MO 65202
Columbia Ward 3 Committeewoman GRI-G AHRENS, 1504 SYLVAN LN, COLUMBIA, MO 65202
Columbia Ward 4 Committeewoman KAY J. CALLISON, 600 CRESTLAND AVE, COLUMBIA, MO 65203
Columbia Ward 5 Committeewoman HOMER L. PAGE, 503 N BROOKLINE DR, COLUMBIA, MO 65203
Columbia Ward 5 Committeewoman PEG MILLER, 102 E. GREEN MEADOWS RD #6, COLUMBIA, MO 65203
Hallville Ward 1 Committeewoman THOMAS PAULLEY, 102 BERTIE ST, HALLSVILLE, MO 65255
Katy Twp Committeewoman CLIN E. FUGIT JR, 2850 S. ROBY FARM RD, ROCHEPORT, MO 65279
Katy Twp Committeewoman PHYLLIS FUGIT, 2850 S. ROBY FARM RD, ROCHEPORT, MO 65279
Katie Twp Committeewoman JANICE FAABORG, 5300 W HATTON CHAPEL RD, COLUMBIA, MO 65202
Parche Twp Committeewoman HARRY FERMAN, 7301 N BOOTHE LN, ROCHEPORT, MO 65279

Parche Twp Committeewoman NANCY LANGWORTHY, 7301 N BOOTHE LN, ROCHEPORT, MO 65279

Rocky Fork Committeewoman LINDA VOGT, 10000 N RT Z, CENTRALIA, MO 65240



REPUBLICAN PARTY CANDIDATES FOR NOMINATION

For Associate Commissioner District 1 JAMES B. POUND, 5449 S. BEN WILLIAMS RD, COLUMBIA, MO 65201
For Associate Commissioner District 2 DON BORMANN, 524 S MILES AVE, CENTRALIA, MO 65240
For Public Administrator NORMAN LAMPTON, 4002 B IMPERIAL CT, COLUMBIA, MO 65202
For Public Administrator JOHN D. SULLIVAN, 3403 SCOTT BLVD, COLUMBIA, MO 65203

REPUBLICAN PARTY CANDIDATES FOR ELECTION

Columbia Ward 1 Committeewoman MITCH RICHARDS, 707 WASHINGTON AVE APT B, COLUMBIA, MO 65201
Columbia Ward 1 Committeewoman STEVE ATHANS, 2012 W ASH ST, APT F-9, COLUMBIA, MO 65203
Columbia Ward 1 Committeewoman GAITHA C. ATHANS, 2012 W ASH ST, APT F-9, COLUMBIA, MO 65203
Columbia Ward 2 Committeewoman DALE PARKER, 3712 GALLANT FOX DR, COLUMBIA, MO 65202
Columbia Ward 2 Committeewoman ANTHONY P. 'TONY' LUPO, 2312 SUNFLOWER ST, COLUMBIA, MO 65202
Columbia Ward 2 Committeewoman ALLISON A. LUPO, 2312 SUNFLOWER ST, COLUMBIA, MO 65202
Columbia Ward 2 Committeewoman JENNIFER MURPHY, 1806 AMERICUS DR, COLUMBIA, MO 65202
Columbia Ward 3 Committeewoman NORMAN LAMPTON, 4002 B IMPERIAL CT, COLUMBIA, MO 65202
Columbia Ward 3 Committeewoman PHILIP C. DOOLEY, 3711 LANSING AVE, COLUMBIA, MO 65201
Columbia Ward 3 Committeewoman JOHN DAVIS, 1103 MEHL RD, APT 1, COLUMBIA, MO 65201
Columbia Ward 3 Committeewoman SARA WALSH, 4704 CLARK LANE APT 204, COLUMBIA, MO 65202
Columbia Ward 4 Committeewoman FRED BERRY, 2100 LIMERICK LN, COLUMBIA, MO 65203
Columbia Ward 4 Committeewoman RACHEL FEI, 2012 SWINDON AVE, COLUMBIA, MO 65203
Columbia Ward 5 Committeewoman DAVID BRUCE CLARK, 700 SUDBURY DR, COLUMBIA, MO 65203
Columbia Ward 5 Committeewoman GREG ENGL, 605 PEAR TREE CIRCLE, COLUMBIA, MO 65203
Columbia Ward 5 Committeewoman C. BRUCE CORNETT, 3510 AUGUSTA DR, COLUMBIA, MO 65203
Columbia Ward 5 Committeewoman NORMA CLARK, 700 SUDBURY DR, COLUMBIA, MO 65203
Columbia Ward 5 Committeewoman RYAN M. HENRY, 1708 SUN CT, COLUMBIA, MO 65201
Columbia Ward 5 Committeewoman TYLOR WHITHAM, 206 S COLLEGE AVE, COLUMBIA, MO 65201
Columbia Ward 6 Committeewoman AMY R. BRUMM, 2301 SILVER LEAF CT, COLUMBIA, MO 65201
Ashland Ward 1 Committeewoman BRIGITTE PLISKA, 505 N HENRY CLAY BLVD, ASHLAND, MO 65010
Ashland Ward 2 Committeewoman KIRK ARNOLD, 205 JOHNSON CT, ASHLAND, MO 65010
Ashland Ward 2 Committeewoman PAT JOE, 590 DOUGLAS DR, ASHLAND, MO 65010
Ashland Ward 3 Committeewoman MIKE MCCURBIN, 409 BILLY JOE SAPP DR, ASHLAND, MO 65010

Centralia Ward 2 Committeewoman HALPH ROBERTSON, 5 SUNRISE CIRCLE, CENTRALIA, MO 65240

Centralia Ward 2 Committeewoman CHRISTYNE ROBERTSON, 5 SUNRISE CIRCLE, CENTRALIA, MO 65240

Hallville Ward 1 Committeewoman CHEIT T. REISCH, 115 EAST ST, HALLSVILLE, MO 65255

Sturgeon Ward 2 Committeewoman KEVIN ABRAHAMSON, 410 E. HARRIS ST, STURGEON, MO 65284

Sturgeon Ward 2 Committeewoman JENNIFER L. HOLLAND, 402 N AUDRAIN RD, STURGEON, MO 65284

Cedar Twp Committeewoman MARY LOU GREEN, 7701 E ZUMWALT RD, HARTSBURG, MO 65039

Columbia Twp Committeewoman RUSSELL WALKER, 8181 JUSTY RHODES LN, COLUMBIA, MO 65202

Katy Twp Committeewoman JON KLAAS, 7110 W RIVER OAKS RD, COLUMBIA, MO 65203

Missouri Twp Committeewoman MIKE ZWEIFEL, 520 SACKETS RD, COLUMBIA, MO 65202

Missouri Twp Committeewoman REBECCA MILLER, 4801 SALEM DR, COLUMBIA, MO 65203

Missouri Twp Committeewoman JENNIFER KEYSER-ANDRE, 4716 SALEM DR, COLUMBIA, MO 65203

Parche Twp Committeewoman DAN C. JUDY, 7300 N BELL RD, COLUMBIA, MO 65202

Parche Twp Committeewoman PEGGY L. ESKEW, 2550 W OAK RIDGE DR, COLUMBIA, MO 65202

Rock Bridge Twp Committeewoman JILL PATTERSON, 5601 W. WILHITE, COLUMBIA, MO 65202

Rock Bridge Twp Committeewoman TOM MCNDEN HALL, 7300 QUANTRILLS PASS, COLUMBIA, MO 65203

Rock Bridge Twp Committeewoman JAMES COYNE, 3812 W CAMPUS DR, COLUMBIA, MO 65203

Rock Bridge Twp Committeewoman ERIN NOLAN, 4824 MEADOW LARK LN, COLUMBIA, MO 65201

Rocky Fork Twp Committeewoman MAUREEN COYNE, 3612 W. CAMPUS DR, COLUMBIA, MO 65203

Rocky Fork Twp Committeewoman TIM BARTIN, 4860 E O'NEAR RD, COLUMBIA, MO 65202

Three Creeks Twp Committeewoman TERRY L. SPOCKE-FI, 7925 S. BENNETT DR, COLUMBIA, MO 65201

Three Creeks Twp Committeewoman JENNIFER K. BUKOWSKY, 2140 E. BLUEBIRD LN, COLUMBIA, MO 65201

Three Creeks Twp Committeewoman LYNN ACTON, 8002 S BARRY RD, COLUMBIA, MO 65201

Three Creeks Twp Committeewoman GREG REINIER, 10900 S HARDWICK LN, COLUMBIA, MO 65201

State of Missouri )
)ss
Secretary of State )

I, Wendy S. Noren, County Clerk within and for the County of Boone, do hereby certify that the foregoing is a true and correct list, containing the name and post office address of each person who has filed written declaration papers in my office and are entitled to be voted for at such primary as required by law, together with a designation of the office for which he is a candidate and the party or principle he represents.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of said County. Done at office in Columbia, this 29th day of May, 2012.
(seal)
Wendy S. Noren
County Clerk/Election Authority

Exhibit B cont'd Boone County Clerk Certification of Candidates for Administration



NOTICE OF TAX CERTIFICATE SALE

1. Brian McCollum, Collector of Revenue, within and for Boone County, Missouri, hereby give notice, as provided in Chapter 140. of the Revised Statutes of Missouri, that I shall offer for sale at public auction the hereinafter described lots and lands to discharge the taxes, penalty, interest and costs due thereon at the time of sale at the South Courthouse door in Columbia, Boone County, on the fourth Monday, to-wit: the 27th day of August, 2018 commencing at 10:00 a.m. of said day and continuing thereafter until all are offered. Properties on which taxes, penalty, interest and costs have been paid by 10:00 a.m. August 27, 2018 will not be subject to sale.

The lands and lots will be sold under the descriptions as listed by reference to the item number, parcel number and owner's name (s). Said lots and lands, situated in Boone County, Missouri, are subject to valid covenants, easements, conditions, restrictions and limitations of record. Each property is listed in the following order: item number, property owner, parcel number, section-township-range, property address, if available, which may not necessarily reflect the physical location of the property, acres, if applicable, legal description, recorded book and page of warranty deed or plat book, if applicable, year of bill, amount due and total amount due. The aggregate amount of taxes, penalty, interest and costs each year are separately stated.

If applicable, Neighborhood and Community Improvement Districts (NID & CID) and/or nuisance abatement special assessments are stated separately and are included in the total amount due.

Bidder pre-registration will begin at 9:00 a.m. the day of the sale. Prior to bidding, all persons to be listed as purchasers on the Certificate of Purchase are required to sign an affidavit stating they are not delinquent on any tax payments on any property. Proof of identification is required. Out-of-state or corporate bidders must contact the Collector's Office prior to the day of the sale for special instructions.

Dated this 18th day of July 2018

Lands offered for sale for taxes:

Item # 1 FENCL RONALD & ROBERTA Sec 05 T51 R12 210 E STONE ST Lts 13, 34, and W/4 of L15 826 of the Original Town, now City of Sturgeon as shown in Plat Book/Page 2/95 2016R: \$600.64 2017R: \$386.74 Total: \$987.38

Item # 2 ROBERTS ROBERT E & CATHERINE L Sec 05 T51 R12 400 S RUBY ST N T507 of Lts 9,10,11,12 & 13 B32 in City of Sturgeon as rec in Plat Book/Page 2/94 2016R: \$969.64 2017R: \$705.96 Total: \$1,675.60

Item # 3 WHIPPLE JOYCE Sec 04 T51 R12 S HICKS ST Tract in SW/4 of Sec 4 T51N R12W being N/4 of the unnumbered Fractional block being E. of S3, containing about 2 lots in City of Sturgeon as rec QTCL Book/Page 1482/310 & desc as: Beg at SE cor of intersection of Allen & Patten St; as shown by original town of Sturgeon SD; thence S/4 with an extension of the S ROW line of said Patten St to a point on E line of said SD; thence S along said E line to the intersection of the extension of the S line of the N/4 of S3 of said Allen & S of E line; thence NW/4 along the extension of said S line to a line on the E ROW line of said Allen St; thence NE/4 along said ROW line to POB 2016R: \$1,674.73 2017R: \$1,810.22 Total: \$3,484.95

Item # 4 HAYES CORINE GLADYS, HAYES DOROTHY MAE, TINDER CHOOILING, TINDER HELEN IRENE Sec 04 T51 R12 E MCDOWELL ST Lts 1 & 2 B14 in City of Sturgeon as shown in Plat Book/Page 2/95 2016R: \$607.66 2015R: \$142.71 2016R: \$124.57 2017R: \$118.71 Total: \$993.65

Item # 5 MONROE WILLARD H SR AND GEORGIA M Sec 10 T51 R11 418 N BARR ST W/4 L12 & N/4 of W/4 L11 B6 of OT Centralia as rec in Plat Book/Page 397/100 2016R: \$613.16 2017R: \$395.71 Total: \$1,008.87

Item # 6 WHISLER JEFFREY A & MARGIE A Sec 10 T51 R11 204 E RAILROAD ST N5 825 in the Orig Town, now City of Centralia as shown in Plat Book/Page 60/379 2016R: \$501.89 2017R: \$369.00 Total: \$870.89

Item # 7 FINNISON RHONDA & RICHARD CAMPBELL Sec 15 T51 R11 421 S ALLEN ST L2 B1 G.M. Leases Addn to City of Centralia as shown in Plat Book/Page 81/420 2016R: \$648.48 2017R: \$418.05 Total: \$1,066.53

Item # 8 CAMPBELL CHARLES F & LAURA B Sec 15 T51 R11 425 S ALLEN ST L3 B1 G.M. Leases Addn to City of Centralia as shown in Plat Book/Page 81/420 2016R: \$660.54 2017R: \$444.74 Total: \$1,105.28

Item # 9 BRETTHORST JERI DEAN Sec 15 T51 R11 143 WESTWIND DR A tract of land located in the W/4 SW/4 SW/4 SW/4 of Sec 15 T51 R11W more particularly desc as: Beg at the SE cor of the above desc 5.0 acre tract and run thence W a distance of 25.0' to the POB; thence N parallel with the E line of said tract to the N ROW line of the County Rd; thence continuing N parallel with the E line of said tract a distance of 170.0'; thence W parallel with the S line of said tract a distance of 92.0'; thence S parallel with the E line of said tract a distance of 170.0' to the N line of said County Rd; thence continuing S to the S line of said Sec; thence E along the S line of said Sec to the POB as rec in WD Book/Page 4639/152 2016R: \$934.70 2017R: \$680.77 Total: \$1,615.47

Item # 10 MATTHEW STEPHEN M & HEIDI S Sec 15 T51 R11 616 SAPPINGTON ST L5 1/4 461.0 in Davis SD of B1 MorningSide Addn to City of Centralia as shown in Plat Book/Page 5/56 2016R: \$3,857.82 2017R: \$3,442.50 Total: \$7,300.32

Item # 11 CAST IRON LLC Sec 15 T51 R11 703 SAPPINGTON ST L6 Campbell's SD of B1s 2 & 5 of Morningside Addn to City of Centralia as shown in Plat Book/Page 5/59 2016R: \$1,648.86 2017R: \$1,295.54 Total: \$2,944.40

Item # 12 MCGUIRE MARK T III & JULIE A Sec 15 T51 R11 850 S JEFFERSON ST L3B Emerald Point SD in City of Centralia as shown in Plat Book/Page 37/66 2016R: \$2,900.43 2017R: \$2,683.73 Total: \$5,574.16

Item # 13 HEUER JAMES A & TAMMY D Sec 12 T50 R13 15471 N OLD HWY 63 N Tract 1 of McGlasson SD as shown in Plat Book/Page 11/299 2016R: \$753.75 2017R: \$1,066.09 Total: \$1,819.84

Item # 14 PERKINS GERALDINE & DANIEL BERRY Sec 27 T50 R13 11503 N DRIPPING SPRINGS Deeded 2.34 Acres Tract in SE/4 of Sec 28 & in SW/4 of Sec 27 each Sec located in T50N R13W & being a part of Sur rec Book/Page 356-425 and desc as: Beg at a point shown by said Sur Book/Page 356-425 as being E 187.0' N 388.0' N47-49E 412.0' N15-27E 160.0' N16-54W 853.9' from the SE cor of Sec 28 T50N R13W; thence S16-54E along E line of said Sur 234.98' thence leaving said survey E line S71-43/50W 325.42' thence N38-28/30W 295.89' to S line of Sur W7893, thence along said Sur S line N73-11/40E 131.71' (previously recorded as 573 14W 131.95'), thence N74-40E 311.89' to E line of said Sur Book/Page 356-425; thence along said surveys E line S04-39W 25.43' to POB & containing 2.34 acres, as shown in Sur Book/Page 541-331 2016R: \$615.38 2017R: \$391.63 Total: \$1,007.01

Item # 15 KNOX CHARLOTTE MCKENNEY & GREGORY S KNOX Sec 30 T50 R13 10050 N HWY VV L1 Scottie's SD as shown by Plat Book/Page 11/292 2016R: \$2,541.31 2017R: \$2,058.87 Total: \$4,600.18

Item # 16 BELLSHARD HOLDINGS LLC Sec 13 T50 R12 100 N RTE B L1 in Original Town of Hallsville as rec WD Book/Page 3278/300 2016R: \$1,957.16 2017R: \$1,732.70 Total: \$3,689.86

Item # 17 JOHNSON CATHERINE M & EBEN R Sec 32 T50 R12 3500 E MT ZION CHURCH RD Deeded 8.0 Acres Being an 8 acre tract located in NE/4 SW/4 Sec 32 T50N R12W shown as Tract 5 of Sur Book/Page 1409-936 2016R: \$679.22 2017R: \$525.77 Total: \$1,204.99

Item # 18 COATS WESLEY DALE Sec 25 T50 R13 11800 N HEDDT RD Deeded 5.0 Acres Tract in Sec 25 T50N R13W desc as: Tract 1 of Sur Book/Page 11073/774 2016R: \$441.50 2017R: \$312.98 Total: \$754.48

Item # 19 NICHOLS JASON W Sec 06 T50 R11 16804 S BENTWOOD LN & 168 Lts 9 & 10 Bentwood Estates as shown in Plat Book/Page 21/26; Except a tract in the NW/4 Sec 6 T50N R13W being part of L10 of Bentwood Estates rec in Plat Book/Page 21/26 desc as: Beg at the NE cor of said L10; thence S00°02'00"W along the E line of said lot, 322.00'; thence N89°03'00"W 406.0'; thence N00°02'00"E 322.00'; thence S89°03'00"E along the N line of said lot, 406.00' to the POB and containing 3.0 acres as rec in WD Book/Page 3862/102 2016R: \$1,815.95 2017R: \$1,638.61 Total: \$3,454.56

Item # 20 NICHOLS JASON W & ELIZABETH Sec 06 T50 R11 16870 S BENTWOOD LN Deeded 3.0 Acres Tract in NW/4 Sec 6 T50N R13W, being part of L10 Bentwood Estates rec in Plat Book/Page 21/26 desc as: Beg at SE cor of said L10; thence S00°02'00"W along E line of said lot, 322.0'; thence N89°03'00"W 406.0'; thence N00°02'00"E 322.0'; thence S89°03'00"E along N line of said lot, 406.0' to POB & containing 3.0 acres as rec in WD Book/Page 2217/861 2016R: \$604.51 2017R: \$639.63 Total: \$1,244.14

Item # 21 BECKHAM ASHLEY Sec 18 T50 R11 13801 N LEVEL RD Deeded 2.69 Acres Calculated 2.5 acres Tract in Sec 18 T50N R11W as shown by Sur Book/Page 448-177 & desc as: Beg at point 1 where the RD spike was set at the intersection of the centerline of N-S & E-W county roads. Point 1 is the SE cor of SE/4 SW/4 Sec 18. Thence N00°13'W along the centerline of a county road 660.14' to point 2, where an iron was offset 25.0' W; Point 2 is POB thence 288°27'W 17.34' to point 3, where an iron was set; then N00°13'W 660.42' to point 4, where an iron was set, then S88 21E 177.34' to point 5, where an iron was offset 20.0' W; Point 5 is the centerline of a county road; thence S00°13'E along the centerline of county road a distance of 660.14' to point 2 & POB, as rec QTCL Book/Page 2720/47 (QTCL Book/Page 2720/47 erroneously describes the adjoining property to the south of this property) 2016R: \$367.91 2017R: \$209.69 Total: \$577.60

Item # 22 QUISENBERRY RICHARD L III Sec 19 T50 R11 9150 E HWY OD Deeded 10.0 Acres Tract in SE/4 of Sec 19 T50N R11W desc as: Beg at NE cor of SE/4 of Sec 19 T50N R11W, thence S00°00'W 327.53' thence N90°00'W 1384.20' thence N00°19'E 107.95', thence N89°41'W 376.0' thence N89°41'W 311.88', thence S00°01'E 33.27' to N ROW of Rte '00', thence Ely along said ROW S73°41' E 73.41'; thence S54°11'W 70.0' to S ROW of Rte '00' & POB; thence along said ROW S35°49'E 356.0' thence leaving said ROW S67°36'W 174.7'; thence S83°17'W 284.38'; thence S10°46'E 370.82'; thence N87°18'W 360.27' to the apparent N Sec line thence along said N Sec line N00°04'E 983.39' to S ROW of Rte '00'; said point being on a curve to the right 35.36'; the chord of curve being 574.32'; 35.36' thence along said ROW S71°30'E 322.12' to a curve to right 234.15'; the chord of said curve being 553'37" E 230.35'; to POB as rec WD Book/Page 942/527 & shown in Sur Book/Page 442-558 2016R: \$698.79 2017R: \$526.21 Total: \$1,225.00

Item # 23 HARRISON TONY & STEVEN HARRISON Sec 32 T50 R11 10400 N RLVT LN Deeded 2.18 Acres being Lts 1 & 2 of Tract D of Hartley Properties as shown in Plat Book/Page 11/12 2016R: \$1,060.92 2017R: \$882.81 Total: \$1,943.73

Item # 24 WEL MAKE Sec 01 T49 R13 9030 CREEKLAND DR Deeded 11.27 Acres being Lts 3 & 4 of Sur rec in DR/Deed Page 1135-83, said sur being in SE/4 of SE/4 of Sec 1 T49N R13 W & in S part of the W/4 of SW/4 of Sec 6 T49N R13 W as rec in WD Book/Page 3739/17 2016R: \$3,473.27 2017R: \$3,689.43 Total: \$7,162.70

Item # 25 HOUSE DEVON & HOLLY HARRISON Sec 15 T49 R13 815 W COLCHESTER RD L1 Pounds Place SD as shown in Plat Book/Page 36/27 2016R: \$294.78 2017R: \$320.88 Total: \$7,249.06

Item # 26 BRICKMAN JOHN G Sec 11 T49 R13 BAYLOR LN L12 B104 Lake Caroline SD #1 as shown in Plat Book/Page 10/152 2016R: \$204.78 2017R: \$108.68 2017R: \$20.22 Total: \$325.68

Item # 27 MURPHY CARL Sec 19 T49 R13 W HATTON CHAPEL RD A tract of land containing 27 acres located in Sec 19, T49, R13 more particularly desc as Tract 5C of Sur Book/Page 984/590 (rec as Tract C in QTCL Book/Page 4563/74) 2015R: \$350.42 2016R: \$36.26 2017R: \$42.40 Total: \$429.08

Item # 28 MURRAY PHILLIP A Sec 20 T49 R13 6125 N MURRAY LN Deeded 2.53 Acres Tract in NW/4 of Sec 20 T49N R13 shown as Tract 1 of Sur Book/Page 3839/26 2016R: \$3,025.88 2017R: \$2,498.85 Total: \$5,524.73

Item # 29 ERICKSON SEAN E Sec 22 T49 R13 5375 N ONEAL RD A part of NW/4 SW/4 Sec 22 T49 R13 desc by Sur Book/Page 418-1, excepting therefrom all the part thereof desc by Deed Book/Page 799/520 as rec in BD Book/Page 4276/105 2016R: \$2,096.38 2017R: \$1,692.94 Total: \$3,789.32

Item # 30 JOLLEY GARY R & JULIA M Sec 24 T49 R13 5711 N HWY 763 Tract in E/2 of SE/4 of Sec 24 T49N R13W, as shown & desc by Sur Book/Page 497-827, as rec WD Book/Page 1191/540, except part conveyed to State of MO as rec Book/Page 3192/66 2016R: \$2,066.32 2017R: \$1,892.84 Total: \$4,286.79

Item # 31 CRUTCHFIELD DANIEL D & DEBRA J Sec 13 T49 R13 7650 N HWY VV L1 Crutchfield SD as shown in Plat Book/Page 38/41 2016R: \$422.69 2017R: \$388.36 Total: \$811.05

Item # 32 CRUTCHFIELD DANIEL D & DEBRA J Sec 13 T49 R13 7630 N HWY VV L2 Crutchfield SD as shown in Plat Book/Page 38/41 2016R: \$2,667.32 2017R: \$2,315.52 Total: \$4,982.84

Item # 33 CALLAWAY BANK THE Sec 26 T49 R13 4989 N CLEARVIEW RD A tract of land containing 10.0 acres, more particularly in the E/2 NE/4 Sec 26 T49N R13W as shown and desc by Sur Book/Page 1549-70 2016R: \$218.05 2017R: \$47.72 Total: \$265.77

Item # 34 WIEDMIER CHRIS & DANIELE Sec 26 T49 R13 Deed 1.86 Acres A tract of land known as the "Lagoon Tract" as shown and desc by Sur Book/Page 497-894 and located in the NE/4 NW/4 of Sec 26 T49N R13W and being a part of Tract 2 B1 Rayfield SD as shown and desc in Plat Book/Page 11/193. Reserving however to the Boone County Regional Sewer District permanent sanitary sewer easement and 50.0' wide access easement to county road and lagoon desc in Quit Claim Deed Book/Page 4353/133 2016R: \$167.05 2017R: \$200.06 Total: \$367.11

Item # 35 NUTLEIN PHUONG T Sec 25 T49 R13 4980 N SHALIMAR CT 1.655 Prt. of Anacalia SD as shown by Plat Book/Page 34/26 2016R: \$2,886.19 2017R: \$2,369.67 Total: \$5,255.86

Item # 36 MCGEE MARK Sec 04 T49 R12 4170 E MCGEE RD Deeded 8.5 Acres Tract in NE/4 SW/4 Sec 4 T49N R12W desc as: Beg at stone at SW cor of NE/4 SW/4 of said Sec 4; thence along S line of NE/4 SW/4 of said Sec 4, 589'44"30"E 194.61' to 1/2" iron rod thence S89'44"30"E 199.40' to 1/2" iron rod thence S89'44"30"E 323.8' to 1/2" iron rod thence S89'44"30"E 310.5' to 1/2" iron rod to POB of Tract 4; thence leaving said S line N08°16'00"E 93.2' to 1/2" iron rod thence N01°14'25"E 416.9' to 1/2" iron rod set at intersection with N line of NE/4 SW/4 of said Sec 4; thence along said N line S89°09'10"E 103.36' to 1/2" iron rod thence leaving said N line S01°14'25"W 143.61' to 1/2" iron rod set at intersection with E line of NE/4 SW/4 of said Sec 4; thence along E line S01°14'25"W 1192.8' to 1/2" iron rod set at SE cor of NE/4 SW/4 of said Sec 4; thence along S line of NE/4 SW/4 of said Sec 4, 189'44"30"E to true POB of Tract 5 containing 8.5 acres, as rec Book/Page 1622/885 (Shown in Assessor's file as Pt NE SW T 5 S 1622-877) 2016R: \$367.62 2017R: \$218.70 Total: \$586.32

Item # 37 JOLLEY GARY R & JULIA M Sec 04 T49 R12 4790 E MCGEE RD Deeded 3.0 Acres Tract in NE/4 of Sec 4 T49N R12W containing 1.9 Acres m/d desc as: Beg at NE cor of Tract 2 of Sur Book/Page 1404-36, thence along N line of said tract, N89°20'6"W 168.30' to SE cor of Sur Book/Page 845-27; thence along E line of said sur N00°00'06"W 352' m/d to point on S ROW line of McGee Rd; thence along said row line S86°50'00"E 106.64' to point 60' left of sta 8+50 of said road thence S70°08'05"E 52.20' to point 75' left of sta 8+00 thence S58°50'00"E 90.0' to point 75' left of sta 7+10 thence S35°58'05"E 73.43' to point 125' right of sta 788+30 of State Rte B; thence along ROW of said Rte B, S17°48'00"E 170.0' to a point 125' right of sta 790+00 of said road; thence S33°10'36"W 125' m/d to POB as rec Book/Page 2429/87 2016R: \$1,435.88 2017R: \$1,435.88 Total: \$3,306.07

Item # 38 WALKER STEVEN (ESTATE) Sec 10 T49 R12 8732 N NORTH BROWNS STATION All that part of following lying E State Hwy B as established by Condemnation Suit #39097 Boone Co Circuit Court Pt NW/4 of NW/4 of Sec 10 T49 R12 desc as: Beg at NW cor thereof; thence S 4.01 chains; thence E 83 links; thence S 04 links; thence E 2.59 chains to W ROW line of Wabash RR; thence Nly along ROW line to N line of said Sec 4 & thence W along N line to POB as rec WD Book/Page 498/346 (referred to in Assessor's file as Brown Station N Pt 19, E Pt 20) 2016R: \$568.07 2017R: \$420.99 Total: \$989.06

Item # 39 NGUYEN NGOC B & JASMIN Sec 11 T49 R12 6200 E OREAR RD L22 B1 OREAR Acres SD as shown in Plat Book/Page 10/79 2016R: \$619.03 2017R: \$419.38 2017S: \$758.64 Total: \$1,797.05

Item # 40 LINZIE JAMES R AND CATHERINE A Sec 20 T49 R12 5901 N TERESA DR L59 Gregory Heights Addn #2 as shown in Plat Book/Page 9/7 2016R: \$1,430.07 2017R: \$1,090.46 Total: \$2,520.53

Item # 41 LABORDE JOY S Sec 10 T49 R12 6004 N KENT DR A+B L78 Gregory Heights SD Addn #3 Replat 1 as shown in Plat Book/Page 10/37 2016R: \$1,316.63 2017R: \$1,005.06 Total: \$2,321.69

Item # 42 R & L INVESTMENT HOLDINGS LLC Sec 20 T49 R12 2510 E DAKBROOK DR A+B L22 Morris SD #2 as shown by Sur Book/Page 388/40 2015R: \$418.65 2015S: \$811.83 2016R: \$65.24 2016S: \$684.12 2017R: \$67.48 2017S: \$489.21 Total: \$2,536.53

Item # 43 NGUYEN PHUONG T Sec 19 T49 R12 1603 E TOWER DR L17 B2 Gas Light Acres as shown by Plat Book/Page 8/8 2016R: \$1,697.72 2017S: \$1,297.62 2018S: \$6,659.25 Total: \$10,812.25

Item # 44 NUTLEIN MICHAEL R & HEATHER D Sec 30 T49 R12 2002 LONGSTREET DR L655 Prt. of Anacalia SD as shown by Plat Book/Page 34/26 2016R: \$2,006.43 2017R: \$3,454.80 Total: \$5,461.23



**Item # 101**  
COWPER LORENE (SMALL)  
4609 RICE RD  
L3 R.E. Rice-Murrell Wilson SD as desc by Sur Book/Page 343-110 and being part of Tract 3 of Sur Book/Page 279-537 as rec in QTCL Book/Page 473/10  
2016R: \$999.63 2017R: \$692.43  
Total: \$1,692.06

**Item # 102**  
BERRY AUDRA K  
15 COMMANCHE CT  
L51 B1 Indian Hills SD as shown in Plat Book/Page 9/19  
2016R: \$926.03 2017R: \$661.75  
Total: \$1,587.78

**Item # 103**  
STRABALA JEREMY LYNNE  
Sec 03 T48 R12  
L3 of the Plat of Tract 23 of Lakewood Estates as shown in Plat Book/Page 11/178  
2016R: \$1,643.68  
2017R: \$1,292.14  
Total: \$2,935.82

**Item # 104**  
HAUBNER ROGER & THERESA  
500 N CRATER LAKE DR  
L50, except the N 10.0' of thereof, of Lake of the Woods SD Plat 1 as shown in Plat Book/Page 11/20  
2016R: \$2,337.32  
2017R: \$1,893.62  
Total: \$4,230.94

**Item # 105**  
PADBERG THEODORE JAMES  
103 FYFER PL  
L7 B4 Gentry's Revision of a pt of Fyfer's SD of Fyfer's Addn to the City of Columbia as shown in Plat Book/Page 4/39  
2016R: \$1,166.54  
2017R: \$862.72  
Total: \$2,029.26

**Item # 106**  
BLY STANLEY & VELLA M  
303 HOGAN DR  
L35 & part L36 B4 Fairway Meadows SD as shown in Plat Book/Page 10/60, and that part L36 being desc as: Beg at the NE cor of L36; thence along N line of L36 120.0'; thence S along W line of L36 10.0'; thence E 121.0' to POB as rec WD Book/Page 532/548  
2016R: \$2,185.31  
2017R: \$1,770.02  
Total: \$3,955.33

**Item # 107**  
BUCKMAN EMMA JEANNE  
800 DEMARET DR  
L23 B4 Fairway Meadows SD as shown in Plat Book/Page 10/60 & Replat Book/Page 10/120  
2016R: \$2,370.86  
2017R: \$1,922.69  
Total: \$4,293.55

**Item # 108**  
BUCKMAN EMMA JEANNE  
758 DEMARET DR  
L48 B2 Fairway Meadows SD as shown in Plat Book/Page 10/21  
2016R: \$2,380.40  
2017R: \$1,922.69  
Total: \$4,303.09

**Item # 109**  
PADBERG THEODORE JAMES  
103 FYFER PL  
L7 B4 Gentry's Revision of a pt of Fyfer's SD of Fyfer's Addn to the City of Columbia as shown in Plat Book/Page 4/39  
2016R: \$1,166.54  
2017R: \$862.72  
Total: \$2,029.26

**Item # 110**  
PHILLIPS ASHLEY S & CHRISTOPHER A STEPHENS  
111 FYFER PL  
L10 B4 Gentry's Revision of a part of Fyfer's SD of Fyfer's Addn to City of Columbia as shown in Plat Book/Page 4/39  
2016R: \$1,939.94  
2017R: \$1,515.02  
Total: \$3,454.96

**Item # 111**  
GREENUP ERNEST WAYNE  
10515 E SERENITY CIR  
L11 Meadow Village as shown in Plat Book/Page 10/105  
2016R: \$1,536.88  
2017R: \$1,199.53  
Total: \$2,736.41

**Item # 112**  
COUNTS MELISSA SCOTT  
1690 W AMOS DR  
L57 Cedarbrook SD Plat 1 as shown in Plat Book/Page 10/23  
2016R: \$1,789.19  
2017R: \$1,366.65  
Total: \$3,105.84

**Item # 113**  
SULLIVAN JOHN J  
6200 S GANS CREEK RD  
Deeded 4.50 Acres Tract in Sec 4 T47N R12W desc as: Beg at an iron Point #1, the SE cor of a previous Sur Book/Page 343-101; thence N 363.0' to iron Point #2; thence E 60.0' to iron Point #3; thence S 363.0' to iron Point #4; thence N89°54'W 60.0' to POB & containing 0.50 Acres m/l as shown in Sur Book/Page 388-692. Also: Tract in SW¼ Sec 4 T47N R12W desc as: Beg at SW cor of Sec 4; thence N 728.0' to iron & POB; thence N 363.0' to iron; thence E 120.0' to iron; thence S 363.0' to iron; thence N89°52'W 120.0' to iron & POB containing 1.0 Acres m/l as shown in Sur Book/Page 343-101 and rec Book/Page 3467/25 and QTCL Book/Page 3466/74. Also, 3.0 Acres m/l being particularly desc as: Beg at SW cor of Sec 4 T47N R12W; thence N00°35'30"E along W line of said Sec. 728.35' to NW cor of the 4.15 acre tract shown in Sur 1265-510, being the SW cor of a 1.0 acre tract, 35'30"E along W line of said Sec. 728.35' to NW cor of the 4.15 acre tract shown in Sur 1265-510, being the SW cor of a 1.0 acre tract, 35'30"E along W line of said Sec. 728.35' to NW cor of the 4.15 acre tract, being the NW cor of said 4.15 acre tract, thence S89°22'30"E along N line of last said tract, 146.0' to NE cor thereof, thence S00°35'30"W along E line of said 4.15 acre tract 890.70'; thence N89°04'50"W 147.43'; thence N00°41'00"E 42.0' to POB & containing 3.0 Acres m/l as rec WD Book/Page 3467/27 & 3467/26  
2016R: \$1,351.68  
2017R: \$1,014.20  
Total: \$2,365.88

**Item # 114**  
YOUNG MARIE & BRYAN  
701 W CEDAR TREE LN  
Deeded 2.51 Acres Tract in SE¼ of Sec 26 T48N R13W as shown in Plat Book/Page 2438/110  
2016R: \$508.14 2017R: \$314.58  
Total: \$822.72

**Item # 115**  
BRETHORST JOE & DIANA  
3470 E BIGGS RD  
Deeded 2.50 Acres A tract of land in the E½ NE¼ of Sec 5 T46N R12W being part of Sur Book/Page 992-614 and desc as: Beg at the NW cor of said Sur; thence along the N line of said Sur, N88°04'00"E 84.56'; thence continuing along N line of said Sur, S85°21'00"E 285.69'; thence around a curve to the right of radius 82.00' and length 103.93' with a chord bearing S50°02'24"E 97.11' to the E line of said Sur; thence along the E line of said Sur, S00°00'00"W 31.80'; thence S37°44'40"W 187.80'; thence S79°00'00"W 218.00'; thence N88°54'00"W 101.00' to the W line of said Sur; thence along the W line of said Sur, N02°43'00"W 298.00' to the POB  
2016R: \$807.55  
2017R: \$1,208.94  
Total: \$2,016.49

**Item # 116**  
HULETT DYLAN KRISTOPHER  
2340 E CEDAR TREE LN  
Deeded 0.5 Acres A lot 105.0' N & S by 210.0' E & W in SW cor of N¼ of 43 Acres being that part of 5¼ NE¼ of Sec 19 T46 R12 lying E of Public Road as rec WD Book/Page 2802/62 and QTCL Book/Page 4069/38  
2016R: \$557.30 2017R: \$607.86  
Total: \$1,465.16

**Item # 117**  
RICE ALMA  
306 E BROADWAY  
Tract 2 Rice's SD Plat 2 in City of Ashland as shown in Plat Book/Page 31/23  
2016R: \$1,851.21  
2017R: \$1,486.27  
Total: \$3,337.48

**Item # 118**  
CAMEO INVESTMENT PROPERTIES LLC  
6321 E GILMORE LN  
L2 of Gilmore Woods SD, a minor plat, as shown in Plat Book 47/17  
2016R: \$963.99 2017R: \$691.68  
Total: \$1,655.67

Brian McColium  
Collector of Revenue  
Boone County, Missouri  
Insertions: Columbia Daily Tribune  
July 18, July 25, August 1, 2018

198-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 7th day of May 20 19

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

Now on this day, the County Commission of the County of Boone does hereby award bid 24-16APR19 – Bituminous Materials – Term & Supply to the following:

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

Terms of the 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 7th day of May 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Fred J. Parry*  
Fred J. Parry  
District I Commissioner  
*Janet M. Thompson*  
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: April 24, 2019  
RE: 24-16APR19 – Bituminous Materials – Term & Supply

24-16APR19 – Bituminous Materials – Term & Supply opened on April 16, 2019. 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  
Michelle Sorensen, City of Columbia  
Bid File

**24-16APR19 - Bituminous Materials - Term & Supply**

Vendor		Coastal Energy Corp				Missouri Petroleum Products Co., LLC				Vance Brothers, Inc.				
Item	QTY	Delivered Price/gal	Picked up-Price/gal 1000 gal minimum	Picked up Price/gal full transport load	Specs Included	Delivered Price/gal	Picked up-Price/gal 1000 gal minimum	Picked up Price/gal full transport load	Specs Included	Delivered Price/gal	Picked up-Price/gal 1000 gal minimum	Picked up Price/gal full transport load	Specs Included	
1	CRS-2	200,000 gal	\$1.79	\$1.74	\$1.74	N	\$1.84	\$1.65	\$1.65	Y	\$2.05	\$1.95	\$1.95	N
2	MC 3000	1,500 gal	\$2.61	\$2.56	\$2.56	N	\$2.63	\$2.44	\$2.44	Y	\$2.90	\$2.80	\$2.80	N
3	PEP	6,000 gal	\$3.85	\$3.80	\$3.80	N	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	
4	SS-1	Full Tanker	\$1.97	\$1.92	\$1.92	N	\$1.88	\$1.69	\$1.69	Y	\$2.05	\$1.95	\$1.95	N
5	CRS-2P	230,000 gal	\$1.99	\$1.94	\$1.94	N	\$2.13	\$1.94	\$1.94	Y	\$2.45	\$2.35	\$2.35	N
6	MC-800	Full Tanker	\$2.66	\$2.61	\$2.61	N	\$2.70	\$2.51	\$2.51	Y	\$2.90	\$2.80	\$2.80	N
7	MC-30	Full Tanker	\$2.81	\$2.75	\$2.75	N	\$2.92	\$2.73	\$2.73	Y	\$3.05	\$2.95	\$2.95	N
8	AEP	6,000 gal	\$2.54	\$2.49	\$2.49	N	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	
9	CHFRS2-P	150,000 gal	\$2.04	\$1.99	\$1.99	N	\$2.18	\$1.99	\$1.99	Y	\$2.45	\$2.35	\$2.35	N
10	EA-90	200,000 gal	\$2.14	\$2.09	\$2.09	N	\$1.93	\$1.74	\$1.74	Y	\$2.05	\$1.95	\$1.95	N
11	EA-90P	150,000 gal	\$2.44	\$2.39	\$2.39	N	\$2.16	\$1.97	\$1.97	Y	\$2.45	\$2.35	\$2.35	N
12	Demurrage Charge	Per Hour	\$75.00				\$100.00				\$70.00			
13	Demurrage begins after:	# Hours	2				1.5				1.5			
14	Delivery turnaround:	Days	1				1				1			
15	Renewals: Maximum % increase for any renewal period	%	10%				18%				50%			
16	Coop?	Yes / No	Yes				Yes				No			

No Bids:

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

**THIS AGREEMENT** dated the 7<sup>th</sup> day of May 2019 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 **24-16APR19**, 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 Jon Singleton on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This initial agreement term shall be for the period **May 1, 2019 through August 31, 2019** 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 September 1, 2019 and final renewal period ending April 30, 2022.

**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 day 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.

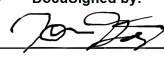
**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality 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   
DocuSigned by: 3F87AA8168484BA...  
 Title Asphalt sales rep

**BOONE COUNTY, MISSOURI**

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

**APPROVED AS TO FORM:**

DocuSigned by: Charles J. D'Amico  
County Counselor

**ATTEST:**

DocuSigned by: Brianna L. Lennon by MT  
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.)

<small>DocuSigned by: Gene E. Prokopych by eg</small> <u>Signature</u>	<u>4/25/2019</u>	<u>2040/26400 Term/Supply</u>
<small>34244D...</small>	Date	Appropriation Account



**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**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	\$ 1.79 <del>1.79</del> <sup>3.5</sup>	\$ 1.74	\$ 1.74
2.	1,500 Gal	MC-3000	\$ 2.61	\$ 2.56	\$ 2.56
3.	6,000 Gal	PEP	\$ 3.85	\$ 3.80	\$ 3.80
4.	1-Full Tanker Load	SS-1	\$ 1.97	\$ 1.92	\$ 1.92
5.	230,000 Gal	CRS-2P	\$ 1.99	\$ 1.94	\$ 1.94
6.	1-Full Tanker Load	MC-800	\$ 2.66	\$ 2.61	\$ 2.61
7.	1-Full Tanker Load	MC-30	\$ 2.81	\$ 2.75	\$ 2.75
8.	6,000 Gal	AEP	\$ 2.54	\$ 2.49	\$ 2.49
9.	150,000 Gal	CHFRS2-P	\$ 2.04	\$ 1.99	\$ 1.99
10.	200,000 Gal	Emulsified Asphalt EA-90	\$ 2.14	\$ 2.09	\$ 2.09
11.	150,000 Gal	Emulsified Asphalt EA-90P	\$ 2.44	\$ 2.39	\$ 2.39
12.	Per Hour	Demurrage Charge:			\$ 75 /HR
13.		Demurrage Charge begins after <u>2</u> hrs.			

*Short Freight charge for loads less than 5,500 gallons \$ 400.00*

*\*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 hours ~~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: 43-1243469

( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name: \_\_\_\_\_

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

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

When Organized: \_\_\_\_\_

When Incorporated: 1-1-1981

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

Authorized Representative Signature:

[Handwritten Signature]

Print Name and Title of Authorized Representative

Don Singleton SALES REP

Date: 4-9-19



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 MAY 1, 2019 THROUGH AUGUST 31, 2019 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: Michelle Sorensen, Procurement Officer  
(573) 874-6317

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.

**(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.

Jon Singleton SALES Rep  
 Name and Title of Authorized Representative

[Signature] 4-9-19  
 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 Jon Singleton. 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.

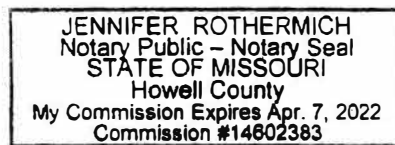
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Jon Singleton                      4-9-19  
Affiant                                      Date

Jon Singleton  
Printed Name

Subscribed and sworn to before me this 11 day of April, 2019.

Jennifer Rothermich  
Notary Public







# CERTIFICATE OF LIABILITY INSURANCE

3/1/2020

DATE (MM/DD/YYYY)  
2/15/2019

**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).**

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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: _____	Y	N	VPP4900076-02	3/1/2019	3/1/2020	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 - COMPIOP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 99 48	Y	N	VPP4900076-02	3/1/2019	3/1/2020	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	VEX4900076-02	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
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 Y	N/A	VWC4900076-02	3/1/2019	3/1/2020	<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	<b>CARGO</b>	N	N	VPP4900076-02	3/1/2019	3/1/2020	\$100,000 LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 BOONE COUNTY IS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGES ONLY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

<b>CERTIFICATE HOLDER</b> 10664674 Boone County Purchasing Department 613 E. Ash Street 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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**Bid Number: 24-16APR19**



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( 24-16APR19 )**

**Closing Date: April 16, 2019  
1:00 pm, CT, Tuesday**

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@boonecountymmo.org](mailto:rwilson@boonecountymmo.org)



## 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 May 1, 2019 through August 31, 2019 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 Road & Bridge Department*, located at 5551 Tom Bass Road, 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 Road & Bridge 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.

**Bid Number: 24-16APR19**

**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.

**Bid Number: 24-16APR19**



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( 24-16APR19 )**

**Closing Date: April 16, 2019  
1:00 pm, CT, Tuesday**

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.

**Bid Number: 24-16APR19**

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.



**Bid Number: 24-16APR19**

**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 MAY 1, 2019 THROUGH AUGUST 31, 2019 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: Michelle Sorensen, Procurement Officer  
(573) 874-6317

**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 May 1, 2019 through August 31, 2019 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 Road & Bridge Department*, located at 5551 Tom Bass Road, 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 Road & Bridge 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.

**Bid Number: 24-16APR19**

**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

**Bid Number: 24-16APR19**

**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 email, 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: 24-16APR19 – BITUMINOUS MATERIALS – TERM AND SUPPLY**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bid Number: 24-16APR19**

**(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

**Bid Number: 24-16APR19**

**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.**





**Bid Number: 24-16APR19**

**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 7<sup>th</sup> day of May 2019 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 **24-16APR19**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and the Contractor's bid response executed by Michael Hartman on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This initial agreement term shall be for the period **May 1, 2019 through August 31, 2019** 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 September 1, 2019 and final renewal period ending April 30, 2022.

**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 day after receipt of order.

**5. Billing and Payment** - All billing for orders made by Boone County shall be invoiced to the Boone County Road & Bridge 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**

DocuSigned by:  
 By Mike Hartman  
 218D3398470C43E...  
 Title Vice President

**BOONE COUNTY, MISSOURI**

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

**APPROVED AS TO FORM:**

DocuSigned by:  
Cheryl J. Johnson  
 Cheryl J. Johnson  
 County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L. Lennon by MT  
 Brianna L. Lennon by MT  
 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.)

DocuSigned by: <u>James E. Probst</u> Signature	4/25/2019 Date	2040/26400 Term/Supply Appropriation Account
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**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



## 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>1.84</u>	<u>1.65</u>	<u>1.65</u>
2.	1,500 Gal	MC-3000	<u>2.63</u>	<u>2.44</u>	<u>2.44</u>
3.	6,000 Gal	PEP	No Bid	No Bid	No Bid
4.	1-Full Tanker Load	SS-1	<u>1.88</u>	<u>1.69</u>	<u>1.69</u>
5.	230,000 Gal	CRS-2P	<u>2.13</u>	<u>1.94</u>	<u>1.94</u>
6.	1-Full Tanker Load	MC-800	<u>2.70</u>	<u>2.51</u>	<u>2.51</u>
7.	1-Full Tanker Load	MC-30	<u>2.92</u>	<u>2.73</u>	<u>2.73</u>
8.	6,000 Gal	AEP	No Bid	No Bid	No Bid
9.	150,000 Gal	CHFRS2-P	<u>2.18</u>	<u>1.99</u>	<u>1.99</u>
10.	200,000 Gal	Emulsified Asphalt EA-90	<u>1.93</u>	<u>1.74</u>	<u>1.74</u>
11.	150,000 Gal	Emulsified Asphalt EA-90P	<u>2.16</u>	<u>1.97</u>	<u>1.97</u>
12.	Per Hour	Demurrage Charge:			<u>\$ 100.00 /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: 18% % 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

(x) Corporation

( ) Partnership - Name

( ) Individual/Proprietorship - Individual Name:

Social Security Number :

( ) Other (Specify)

When Organized: 1932

When Incorporated: 1999

Exempt From Tax Reporting? Yes No X

Authorized Representative Signature: [Handwritten Signature]

Print Name and Title of Authorized Representative Michael Hartman, Vice President

Date: 4/4/2019



**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 MAY 1, 2019 THROUGH AUGUST 31, 2019 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: Michelle Sorensen, Procurement Officer  
(573) 874-6317

**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 May 1, 2019 through August 31, 2019 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 Road & Bridge Department*, located at 5551 Tom Bass Road, 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 Road & Bridge 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.



**“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 email, 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: 24-16APR19 – 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, Vice President**

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



\_\_\_\_\_  
Signature

**4/4/2019**

\_\_\_\_\_  
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 St. Louis )  
 )ss  
State of Missouri )

My name is Michael Hartman. I am an authorized agent of Missouri Petroleum Products Co., LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached 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] 4/14/19  
Affiant Date

Michael Hartman  
Printed Name

Subscribed and sworn to before me this 4 day of April, 2019.

[Signature]  
Notary Public





**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:



**Company ID Number: 188670**

**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.





**Company ID Number: 188670**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2019

**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).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> Martha Lee Hawkins <b>PHONE (A/C, No, Ext):</b> 800-476-2211 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mhawkins@mcgriff.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> American Guarantee and Liability Insurance Company <b>NAIC #</b> 26247	
<b>INSURER B :</b> Arch Insurance Company      11150	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**PWE8CD89      **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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZAGLB9218902	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9241202	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			SXS107133001	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	<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	ZAWCI9388002 Part I WC excludes ND,OH,WA, WY; Part II EL includes ND,OH,WA, WY.	10/01/2018	10/01/2019	<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)**

<b>CERTIFICATE HOLDER</b>  County of Boone, Missouri c/o Purchasing Department 613 E. Ash Street 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 
--	--

# CRS-2

## MO & IL HIGHWAY AND TRANSPORTATION DEPARTMENT

### TESTS ON EMULSIFIED ASPHALT:

	MIN	MAX
RESIDUE BY DIST. METHOD %	65	
OIL DISTILLATE, % BY VOLUME		3
VISCOSITY S.F. AT <u>122</u> F. SECS	100	400
DEMULSIBILITY <u>35</u> ML. <u>80%</u>	40	
SIEVE TEST <u>20</u> MESH-%		.1
STORAGE STABILITY <u>24</u> HOUR		1
CEMENT MIXING TEST		
PARTICLE CHARGE	POSITIVE	

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

	MIN	MAX
PENETRATION AT <u>77</u> F°	100	250
DUCTILITY AT <u>77</u> F-CMS	40	
SOLUBILITY IN TRICHLOROETHYLENE %	97.5	
ELASTIC RECOVERY %		
ASH		
SOFTENING POINT F°		
FLOAT TEST ON RES. AT <u>140°</u> F. SECS.		
ABSOLUTE VISCOSITY 140°F POISES		

**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.

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

# SS-1H

## MO & IL HIGHWAY AND TRANSPORTATION DEPARTMENT

### TESTS ON EMULSIFIED ASPHALT:

	MIN	MAX
RESIDUE BY DIST. METHOD %	57	
OIL DISTILLATE, % BY VOLUME		
VISCOSITY S.F. AT <u>77</u> F. SECS	20	100
DEMULSIBILITY <u>35</u> ML. <u>80%</u>		
SIEVE TEST <u>20</u> MESH-%		0.1
STORAGE STABILITY <u>24</u> HOUR		1
CEMENT MIXING TEST		2
PARTICLE CHARGE		

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

	MIN	MAX
PENETRATION AT <u>77</u> F°	40	90
DUCTILITY AT <u>77</u> F-CMS	40	
SOLUBILITY IN TRICHLOROETHYLENE %	97.5	
ELASTIC RECOVERY %		
ASH		
SOFTENING POINT F°		
FLOAT TEST ON RES. AT <u>140°</u> F. SECS.		
ABSOLUTE VISCOSITY 140°F POISES		

# CRS-2P

## MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT

### TESTS ON EMULSIFIED ASPHALT:

	MIN	MAX
RESIDUE BY DIST. METHOD %	63	
OIL DISTILLATE, % BY VOLUME		3
VISCOSITY S.F. AT <u>122</u> F. SECS	100	400
DEMULSIBILITY <u>35</u> ML. <u>80%</u>		
SIEVE TEST <u>20</u> MESH-%		0.3
STORAGE STABILITY <u>24</u> HOUR		1
CEMENT MIXING TEST		
PARTICLE CHARGE	Positive	

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

	MIN	MAX
PENETRATION AT <u>77</u> F°	100	200
DUCTILITY AT <u>77</u> F-CMS	30	
SOLUBILITY IN TRICHLOROETHYLENE %		
ELASTIC RECOVERY %	58	
ASH		1
SOFTENING POINT F°		
FLOAT TEST ON RES. AT <u>140°</u> F. SECS.		
ABSOLUTE VISCOSITY 140°F POISES		

## CHFRS-2P SPECIFICATIONS

TEST	SPECIFICATIONS	
	<u>Minimum</u>	<u>Maximum</u>
Viscosity, Saybolt Furol @ 122° F, SEC	100	400
Polymer Content, Percent by Weight of the		
Storage Stability Test, 24 Hour, %	----	1.0
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	1800	----
Penetration, 77° F, 100 G, 5 Sec	80	130
Viscosity @ 140° F, Poise	1300	----
Solubility in Trichloroethylene, %	95	----
Elastic Recovery @ 10 C (50° F), % (2)	65	----
Polymer Content, weight %	3.0	----

EA-90

**MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT****TESTS ON EMULSIFIED ASPHALT:****MIN****MAX**

RESIDUE BY DIST. METHOD %

65

OIL DISTILLATE, % BY VOLUME

4

VISCOSITY S.F. AT 122 F. SECS

50

500

DEMULSIBILITY 35 ML. 80%

SIEVE TEST 20 MESH-%

0.5

STORAGE STABILITY 24 HOUR

CEMENT MIXING TEST

PARTICLE CHARGE

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

PENETRATION AT 77 F°

90

150

DUCTILITY AT 77 F-CMS

SOLUBILITY IN TRICHLOROETHYLENE %

97.5

ELASTIC RECOVERY %

ASH

SOFTENING POINT F°

FLOAT TEST ON RES. AT 140° F. SECS.

1200

ABSOLUTE VISCOSITY 140°F POISES



## EA-90P

**MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT****TESTS ON EMULSIFIED ASPHALT:**

	MIN	MAX
RESIDUE BY DIST. METHOD %	65	
OIL DISTILLATE, % BY VOLUME		3
VISCOSITY S.F. AT 122 F. SECS	100	400
DEMULSIBILITY 35 ML. 80%	30	
SIEVE TEST 20 MESH-%		0.3
STORAGE STABILITY 24 HOUR		1
CEMENT MIXING TEST		
PARTICLE CHARGE		

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

	MIN	MAX
PENETRATION AT 77 F°	100	200
DUCTILITY AT 77 F-CMS	25	
SOLUBILITY IN TRICHLOROETHYLENE %		
ELASTIC RECOVERY %	58	
ASH		1
SOFTENING POINT F°		
FLOAT TEST ON RES. AT 140° F. SECS.	1200	
ABSOLUTE VISCOSITY 140°F POISES		

**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 Industrial Ct. Maplewood, MO 63143
<b>BUSINESS PHONE:</b>	314-645-1818
<b>EMERGENCY PHONE:</b>	800-633-8253
<b>WEB SITE:</b>	www.missouripetroleum.com
<b>DATE OF PREPARATION:</b>	February 11, 2014
<b>DATE OF LAST REVISION:</b>	April 11, 2018

**SECTION 2- HAZARDS IDENTIFICATION**

	<p><i>Warning</i></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>	<p>Gloves</p>	<p>Eye Protection</p>

**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:**

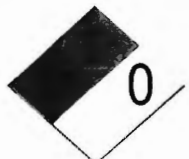
CLASSIFICATION OF THE SUBSTANCE OR MIXTURE ACCORDING TO REGULATION (EC) No1272/2008 annex I.

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

<b>COMPONANTS CONTRIBUTING TO HAZARD:</b>	All Components
<b>GHS HAZARD CLASSIFICATIONS:</b>	Acute Toxicity Inhalation Category 4
<b>HAZARD STATEMENTS:</b>	H315: Causes skin irritation H319: Causes serious eye irritation H332: Harmful if inhaled
<b>PRECAUTIONARY STATEMENTS:</b>	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
<b>HAZARD SYMBOLS:</b>	[Xn] Harmful
<b>RISK PHRASES:</b>	R26: Very toxic by inhalation R36/37/38: Irritating to eyes, respiratory system and skin
<b>SAFETY PHRASES:</b>	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: 1 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 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. In the case of thermal burn, DO NOT attempt to remove the emulsion and/or clothing as it may have adhered to the skin.

**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. DO NOT induce vomiting. Rinse mouth. If a large amount has been ingested, call the Poison Control Center and seek medical attention immediately.

### 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	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, remove contact lenses, rinse eyes with cool water (not iced) for at least 20 minutes 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 at least 20 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. Do not place any sheets or towels on top of the asphalt.

**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 ingest asphalt emulsions. Ingestion may cause thermal burns. Ingestion will result in irritation to the digestive tract, nausea, vomiting and diarrhea. DO NOT induce vomiting. Rinse mouth. If a large amount has been ingested, call the Poison Control Center and seek medical attention immediately.

## Section 5- Fire-Fighting Measures

<b>FLASH POINT:</b>	Not classified as a flammable or combustible material
<b>AUTOIGNITION TEMPERATURE:</b>	Not applicable
<b>Flammable limits (in air by column, %):</b>	Lower (LEL): NA <span style="float: right;">Upper (UEL): NA</span>
<b>OSHA FLAMMABILITY CLASS:</b>	Not classified as flammable or combustible material
<b>FIRE EXTINGUISHING MATERIALS:</b>	Dry chemical, water mist and carbon dioxide (CO <sub>2</sub> ) are 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 run-off 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, sewers or water. If the spill has reached navigable waters, contiguous zones or adjoining shorelines, notify the national response center. Phone Number 800-424-8802
<b>WASTE DISPOSAL METHOD:</b>	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 contact with skin, mouth, eyes and clothing. 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 50° and 150°F. 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 determined if there is a presence of (H<sub>2</sub>S). When opening tanks/vessels carrying these products, always use eye (face shield) protection and heat resistant gloves. Tanks/Vessels can become pressurized, so 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 with at least 8" of asphalt emulsion. Do not overheat these products, doing so can be hazardous. The distributor shall have the full circulating and heating capabilities in the tank. If the particle charge of the emulsion is different from the particle charge of the emulsion that was previously used, then the tank shall be thoroughly cleaned prior to use since some products are not compatible. Do not apply heat while distributor is transporting emulsion.

**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.

**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. Wear goggles and a face shield when handling material. 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. When dealing with these products, it may be necessary to wear body protection such as long sleeve shirt, pants, insulated gloves, aprons, arm covers, face shield and 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	SOLUABILITY IN WATER:	Miscible
VAPOR PRESSURE (MMHg):	Not Available	VISCOSITY:	Variable
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 under normal conditions.

**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 and peroxides.

**HAZARDOUS POLYMERIZATION:** Will not occur.

**CONDITIONS TO AVOID:** Avoid heating in excess of 185° F and contact with incompatible materials. Avoid allowing the material to cool below 50°F.

**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 respiratory tract. Contact with hot material may cause thermal burns to skin,

**SENSITIZATION OF PRODUCT:** This product is not know to be a skin sensitizer.

## SECTION 11: TOXICOLOGICAL INFORMATION (CONTINUED)

**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 that the product effects plants and animals.

**EFFECT OF CHEMICAL ON AQUATIC LIFE:** There is no current evidence on these products effect 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.

These Products should be transported at ambient temperatures from 30-125 °F (10-50 °C)

**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.

**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 lbs. may apply, per 40 CFR 370.20

**CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT** 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/NDSL 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: RICK HOLESINGER, P.E.

SDS COMPLIANCE PLUS

REVISION DATE: 4/11/2018

The information contained herein is based on the data available to us and is believed to be correct. However, Bi-State Emulsions, LLC 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.

# SDS

## SAFETY DATA SHEET



### BI-STATE EMULSIONS, LLC

### CATIONIC EMULSIFIED ASPHALTS

#### SECTION 1- PRODUCT AND COMPANY IDENTIFICATION

<b>PRODUCT NAME:</b>	CRS-2, CRSP, CRS-2P, CSS-1H, CSS-1HP, CSS-1HLM, CPEM-1, CHFRS-2P
<b>RECOMMENDED USE:</b>	ROAD CONSTRUCTION EMULSIONS
<b>MANUFACTURER'S NAME:</b>	BI-STATE EMULSIONS, LLC
<b>ADDRESS:</b>	3714 Big Bend Industrial Ct. Maplewood, MO 63143
<b>BUSINESS PHONE:</b>	314-645-1818
<b>EMERGENCY PHONE:</b>	800-633-8253
<b>WEB SITE:</b>	www.missouripetroleum.com
<b>DATE OF PREPARATION:</b>	February 11, 2014
<b>DATE OF LAST REVISION:</b>	April 11, 2018

#### SECTION 2- HAZARDS IDENTIFICATION



**Hot product can cause burns.**  
**Irritant:** causes eye, skin and respiratory irritation  
**Hot product can release Hydrogen Sulfide Gas**  
 Read SDS for further details



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

**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

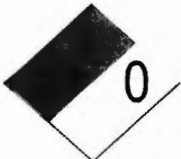
**RISK PHRASES:**

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: 1 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 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. In the case of thermal burn, DO NOT attempt to remove the emulsion and/or clothing as it may have adhered to the skin.
- 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. DO NOT induce vomiting. Rinse mouth. If a large amount has been ingested, call the Poison Control Center and seek medical attention immediately.

**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	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, remove contact lenses, rinse eyes with cool water (not iced) for at least 20 minutes 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 at least 20 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. Do not place any sheets or towels on top of the asphalt.

**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 ingest asphalt emulsions. Ingestion may cause thermal burns. Ingestion will result in irritation to the digestive tract, nausea, vomiting and diarrhea. DO NOT induce vomiting. Rinse mouth. If a large amount has been ingested, call the Poison Control Center and seek medical attention immediately.



## Section 5- Fire-Fighting Measures

<b>FLASH POINT:</b>	Not classified as a flammable or combustible material
<b>AUTOIGNITION TEMPERATURE:</b>	Not applicable
<b>Flammable limits (in air by column, %):</b>	Lower (LEL): NA <span style="float: right;">Upper (UEL): NA</span>
<b>OSHA FLAMMABILITY CLASS:</b>	Not classified as flammable or combustible material
<b>FIRE EXTINGUISHING MATERIALS:</b>	Dry chemical, water mist and carbon dioxide (CO <sub>2</sub> ) are 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 run-off 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, sewers or water. If the spill has reached navigable waters, contiguous zones or adjoining shorelines, notify the national response center. Phone Number 800-424-8802
<b>WASTE DISPOSAL METHOD:</b>	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 contact with skin, mouth, eyes and clothing. 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 50° and 150°F. 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 determined if there is a presence of (H<sub>2</sub>S). When opening tanks/vessels carrying these products, always use eye (face shield) protection and heat resistant gloves. Tanks/Vessels can become pressurized, so 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 with at least 8" of asphalt emulsion. Do not overheat these products, doing so can be hazardous. The distributor shall have the full circulating and heating capabilities in the tank. If the particle charge of the emulsion is different from the particle charge of the emulsion that was previously used, then the tank shall be thoroughly cleaned prior to use since some products are not compatible. Do not apply heat while distributor is transporting emulsion.

**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.

**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. Wear goggles and a face shield when handling material. 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. When dealing with these products, it may be necessary to wear body protection such as long sleeve shirt, pants, insulated gloves, aprons, arm covers, face shield and 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	SOLUABILITY IN WATER:	Miscible
VAPOR PRESSURE (MMHg):	Not Available	VISCOSITY:	Variable
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 under normal conditions.

**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 and peroxides.

**HAZARDOUS POLYMERIZATION:** Will not occur.

**CONDITIONS TO AVOID:** Avoid heating in excess of 185° F and contact with incompatible materials. Avoid allowing the material to cool below 50°F.

**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 respiratory tract. Contact with hot material may cause thermal burns to skin,

**SENSITIZATION OF PRODUCT:** This product is not know to be a skin sensitizer.

## SECTION 11: TOXICOLOGICAL INFORMATION (CONTINUED)

**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 that the product effects plants and animals.

**EFFECT OF CHEMICAL ON AQUATIC LIFE:** There is no current evidence on these products effect 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.

These products should not be stored at temperatures above 50 °C (122 °F).

**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.

**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 lbs. may apply, per 40 CFR 370.20

**CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT** 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: RICK HOLESINGER, P.E.

SDS COMPLIANCE PLUS

REVISION DATE: 4/11/2018

The information contained herein is based on the data available to us and is believed to be correct. However, Bi-State Emulsions, LLC 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.



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( 24-16APR19 )**

**Closing Date: April 16, 2019  
1:00 pm, CT, Tuesday**

**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)

**Bid Number: 24-16APR19**



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( 24-16APR19 )**

**Closing Date: April 16, 2019  
1:00 pm, CT, Tuesday**

**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.

**Bid Number: 24-16APR19**

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**

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**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.

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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.

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**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.

**Bid Number: 24-16APR19****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.

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**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.

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**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.

**Bid Number: 24-16APR19**

**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 MAY 1, 2019 THROUGH AUGUST 31, 2019 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: Michelle Sorensen, Procurement Officer  
(573) 874-6317

**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 May 1, 2019 through August 31, 2019 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 Road & Bridge Department*, located at 5551 Tom Bass Road, 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 Road & Bridge 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.

**Bid Number: 24-16APR19**

**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

**Bid Number: 24-16APR19**

**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 email, 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: 24-16APR19 – BITUMINOUS MATERIALS – TERM AND SUPPLY**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bid Number: 24-16APR19**

**(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

**Bid Number: 24-16APR19**

**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

**Bid Number: 24-16APR19**

**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 7<sup>th</sup> day of May 2019 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 **24-16APR19**, 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 for the period **May 1, 2019 through August 31, 2019** 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 September 1, 2019 and final renewal period ending April 30, 2022.

**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 day after receipt of order.

**5. Billing and Payment** - All billing for orders made by Boone County shall be invoiced to the Boone County Road & Bridge 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.**

DocuSigned by:  
 By Robert D Vance  
 D944A3A9A0214DA...  
 Title Sr. Vice President

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwill  
 DANIEL K. ATWILL  
 Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
Charly D. Duffner  
 County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L. Lennon by M.T.  
 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.)

DocuSigned by: <u>Gene E. Prochford by M.T.</u> Signature	4/25/2019 Date	2040/26400 Term/Supply Appropriation Account
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**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Bid Number: 24-16APR19



## 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	\$2.05	\$1.95	\$1.95
2.	1,500 Gal	MC-3000	\$2.90	\$2.80	\$2.80
3.	6,000 Gal	PEP	No Bid	—	—
4.	1-Full Tanker Load	SS-1	\$2.05	\$1.95	\$1.95
5.	230,000 Gal	CRS-2P	\$2.45	\$2.35	\$2.35
6.	1-Full Tanker Load	MC-800	\$2.90	\$2.80	\$2.80
7.	1-Full Tanker Load	MC-30	\$3.05	\$2.95	\$2.95
8.	6,000 Gal	AEP	No Bid	—	—
9.	150,000 Gal	CHFRS2-P	\$2.45	\$2.35	\$2.35
10.	200,000 Gal	Emulsified Asphalt EA-90	\$2.05	\$1.95	\$1.95
11.	150,000 Gal	Emulsified Asphalt EA-90P	\$2.45	\$2.35	\$2.35
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

Bid Number: 24-16APR19

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: \_\_\_\_\_

When Incorporated: \_\_\_\_\_

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

Authorized Representative Signature: 

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

Date: 4/11/19

Bid Number: 24-16APR19



**“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 email, 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: 24-16APR19 – BITUMINOUS MATERIALS – TERM AND SUPPLY**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bid Number: 24-16APR19**

**(Please complete and return with Contract)**

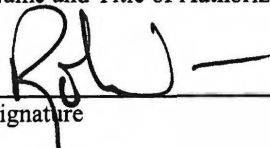
**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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, Sr. Vice President  
Name and Title of Authorized Representative

  
Signature

4/11/19  
Date



**Bid Number: 24-16APR19**

**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.**

Bid Number: 24-16APR19

**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] \_\_\_\_\_  
Affiant Date 4/11/19

Robert A. Vance \_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this 11<sup>th</sup> day of April, 2019.

[Signature] \_\_\_\_\_  
Notary Public



JENNIFER SEGURA  
My Commission Expires  
June 2, 2019  
Jackson County  
Commission #15635801

Company ID Number: 142617

EMPLOYMENT ELIGIBILITY PROGRAM AND EMPLOYMENT ELIGIBILITY VERIFICATION

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

Company ID Number: 142617

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

TERM AND SUPPLY CONTRACT FOR PROVIDING BITUMINOUS ASPHALT MIXTURES TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM MAY 1, 2019 THROUGH AUGUST 31, 2019 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: Michelle Sorensen, Procurement Officer  
(573) 874-6317

**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   X  

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   (X)

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

Bid Number: 24-16APR19



## 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 May 1, 2019 through August 31, 2019 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.

**Bid Number: 24-16APR19**

**6. Deliveries:**

All Bids submitted shall be FOB Destination to *Boone County Road & Bridge Department*, located at 5551 Tom Bass Road, 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 Road & Bridge 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.

Bid Number: 24-16APR19

## 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.



**Bid Number: 24-16APR19**

**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.

**Bid Number: 24-16APR19**



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( 24-16APR19 )**

**Closing Date: April 16, 2019  
1:00 pm, CT, Tuesday**

**Buyer Contact Name: Robert Wilson, Buyer, Boone County**

**Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@boonecountymmo.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**

**Bid Number: 24-16APR19**



**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.

**Bid Number: 24-16APR19**

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.

**Bid Number: 24-16APR19****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.

**Bid Number: 24-16APR19**

**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)

**Bid Number: 24-16APR19**



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid Number: ( 24-16APR19 )**

**Closing Date: April 16, 2019  
1:00 pm, CT, Tuesday**

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.

**Bid Number: 24-16APR19**

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.

**Bid Number: 24-16APR19**

**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 MAY 1, 2019 THROUGH AUGUST 31, 2019 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: Michelle Sorensen, Procurement Officer  
(573) 874-6317

**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 May 1, 2019 through August 31, 2019 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 Road & Bridge Department*, located at 5551 Tom Bass Road, 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 Road & Bridge 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.

**Bid Number: 24-16APR19**

**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

**Bid Number: 24-16APR19**

**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 email, 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: 24-16APR19 – BITUMINOUS MATERIALS – TERM AND SUPPLY**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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

**Bid Number: 24-16APR19**

**(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

**Bid Number: 24-16APR19**

**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

**Bid Number: 24-16APR19**

**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:

199-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the 7th day of May 20 19  
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract 052417-AGI – Grass & Brush Maintenance Equipment.

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

Done this 7th day of May 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Robert Wilson  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: April 24, 2019  
RE: Amendment Number One – 052417-AGI – *Grass & Brush Maintenance Equipment*

Contract 052417-AGI – *Grass & Brush Maintenance Equipment* approved by Commission on April 11, 2019, commission order 157-2019. This amendment replaces the original pricing with the attached pricing for one (1) 5' Timber Cat Sickle Limb Cutter from Alamo Industrial.

Item Number	Description	Firm Price
02972145	5' Timber Cat Sickle Bar Cutting Head, Non-Swivel-Versa/Rear-Mount Boom Series	\$13,219.04
00888190	Freight Added	\$444.00
<b>Total:</b>		\$13,663.04

Cost of the purchase is \$13,663.04 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Machinery & Equipment.

cc: Greg Edington, Road & Bridge  
Contract File

**CONTRACT AMENDMENT NUMBER ONE  
TO  
052417-AGI – 5’ TIMBER CAT SICKLE LIMB CUTTER**

Contract **052417-AGI** dated April 11, 2019 made by and between Boone County, Missouri and **Alamo Industrial** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

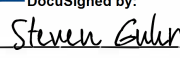
- REPLACE** the pricing with the following in accordance with Sourcewell Contract # 052417-AGI:

Item Number	Description	Firm Price
02972145	5’ Timber Cat Sickle Bar Cutting Head, Non-Swivel-Versa/Rear-Mount Boom Series	\$13,219.04
00888190	Freight Added	\$444.00
<b>Total:</b>		\$13,663.04

- Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**ALAMO INDUSTRIAL**

By   
DocuSigned by:  
93E84827D3D846F...


Title Territory Sales Manager

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

  
DocuSigned by:  
BAM90CE0E1E8...  
 Daniel K. Atwill, Presiding Commissioner

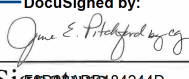
**APPROVED AS TO FORM:**

  
DocuSigned by:  
719394966F8495...  
 County Counselor

**ATTEST:**

  
DocuSigned by:  
719394966F8495...  
 County Clerk

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.)

  
DocuSigned by:  
719394966F8495...  
 Signature

4/25/2019

Date

2040-92300 - \$13,663.04

Appropriation Account





### Information Page

PAGES ON THIS FORM MUST BE SIGNED, DATED AND SUBMITTED FOR EACH ORDER OR QUOTE

Bill To Information:					
Name:	Boone County Road and Bridge				
Address:	5551 Tom Bass Road				
City:	Columbia	State:	MO	Zip:	65201
Contact Name:	Greg Edington				
Contact Number:	573-449-8515				
Contact Email:	gedington@boonecountymo.org				
Ship To Information					
Name:	Boone County Road and Bridge				
Address:	5551 S. Tom Bass RD				
City:	Columbia	State:	MO	Zip:	65201
Contact Name:	Greg Edington				
Contact Number:	573-449-8515				
Contact Email:	gedington@boonecountymo.org				
End-user Information					
Agency:	Boone County Road and Bridge Sourcewell ID# 60981				
Address:	5551 S. Tom Bass RD				
City:	Columbia	State:	MO	Zip:	65201
Contact Number:	573-449-8515				
Contact Email:	gedington@boonecountymo.org				
Confirmation Emails					
Dealer E-Mails for Order Confirmations					
Dealer E-Mails for Advance Shipment Notices (If Different than above)					
Dealer E-Mails for Invoices (If Different than above)					
Additional Dealer E-Mails for Invoices (If Different than above)					
Dealer E-Mails for Warranty Registrations (If Different than above)					
Request for TMOST (Tractor Mower Operator Safety Training)?					

Dealer Signature: \_\_\_\_\_

Date: \_\_\_\_\_



### Terms & Conditions

This form must be signed unless submitting a signed PO from any Governmental Entity

**ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED.** This Sales Order and Quote Form ("Quote") constitutes an offer by Alamo Industrial ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions. Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

**ACCEPTANCE.** ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires ninety (90) calendar days from the date issued unless sooner terminated by notice.

**DELIVERY.** Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

**TAXES AND OTHER CHARGES.** Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate of other document acceptable to the authority imposing the same.

**WARRANTIES.** Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship. Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

**LIMITATION OF LIABILITY.** SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

**ASSIGNMENT.** Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

**LAW.** This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas.

Dealer Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**From:** Steven Guhr <[SGUHR@alamo-group.com](mailto:SGUHR@alamo-group.com)>  
**Sent:** Monday, April 15, 2019 11:44 PM  
**To:** Robert Wilson <[RWilson@boonecountymmo.org](mailto:RWilson@boonecountymmo.org)>  
**Cc:** Greg Edington <[GEdington@boonecountymmo.org](mailto:GEdington@boonecountymmo.org)>  
**Subject:** Updated Quote For Alamo Industrial Timbercat™ Sickle Limb Cutter using Sourcewell Contract Pricing

Mr. Robert Wilson

On April 11, 2019 I received the signed PO from our Contract Administrator for the Timbercat™ Sickle Limb Cutter. Once I reviewed the P.O. again I noticed that the quote that you received from Jason Edwards our Sales Administrator was written using the Cooperative Buy-Board, the actual contract signed and submitted by Boone County was written using the Sourcewell Contract. Once I reviewed the PO and discovered the issue, I knew that I needed stop by the County shop and talk to Mr. Greg Edington. On Monday April 15, 2019 I stopped by to confirm the following:

- #1 we had provided you with the correct Timbercat™ Sickle Limb Cutter to fit your current Versa Boom.
- #2 confirm that Sourcewell was the preferred contract and not Buy-Board

What this boils down to is the Buy-Board contract was updated in 2018 which included a price increase. The Sourcewell Contract was last updated in 2017 using 2017 contract pricing. Moving forward with the Sourcewell Contract VS Buy Board will provide the County with additional savings due to the Sourcewell Contract still based on 2017 pricing. The amount of savings is \$522.95 with the Sourcewell Contract. It is my recommendation that you resubmit a new PO using the Sourcewell quote I have attached. It is unfortunate that the contract information was not caught originally; at the same time, I am thankful that we could save the Boone County a few dollars.

Steven Guhr  
Territory Manager Midwest  
Alamo Group (TX) Inc.  
1502 E. Walnut Street  
Seguin, TX 78155  
830-832-1776 cell



**STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.**
17. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 7th day of May 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Three to Contract 308-2016 – Food Services for the Boone County Jail.

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

Done this 7th day of May 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: March 28, 2019  
RE: Amendment #3 to Contract 308-2016 – Food Services for the Boone County Jail

Amendment #3 to the subject contract extends the contract period in order to allow time to complete the evaluation process for RFP 02-09JAN19 for Food Services.

All other terms, conditions and prices of the original agreement remain unchanged.

Invoices will be paid from Department 1255 for Corrections, Account 71100 for Outside Services: \$475,580.00.

/lp

cc: Captain Gary German, Sheriff's Department  
Contract File #308-2016

Commission Order: \_\_\_\_\_

**CONTRACT AMENDMENT NUMBER THREE  
FOR  
FOOD SERVICES FOR THE BOONE COUNTY JAIL**

The Agreement dated the 28th day of June, 2016 (Boone County Commission Order 308-2016) made by and between Boone County, Missouri and **Summit Food Service, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The contract period shall be extended **July 1, 2019 through August 31, 2019**. All terms, conditions and prices of the original contract as changed by previous contract amendments shall remain the same and apply hereto.
2. The Agreement and Consent to Assignment of Contract 308-2016 – Food Services form as attached shall be incorporated into the contract.

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

**SUMMIT FOOD SERVICE, LLC**

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
 By: Marlon C. Synaps, Jr.  
 DBE52592D58F428...  
 Title: President

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwell  
 Daniel K. Atwell, Presiding Commissioner

**APPROVED AS TO FORM:**  
 DocuSigned by:  
Charles J. Duffane  
 County Counsel

**ATTEST:**  
 DocuSigned by:  
Brianna L. Lennon by MT  
 Brianna Lennon, Boone County Clerk

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

1255/71100: \$475,580.00

DocuSigned by:  
Diane Reedford by JJ  
 Signature: \_\_\_\_\_ Date: 4/17/2019 Appropriation Account: \_\_\_\_\_

200-2019

Commission Order: \_\_\_\_\_

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACT  
308-2016 – FOOD SERVICES**

CATERING BY MARLINS, INC.  
D/B/A CBM MANAGED SERVICES  
500 52ND STREET  
SIOUX FALLS, SD 57104  
FEIN#: 911827040  
(Assignor)

SUMMIT FOOD SERVICE, LLC  
1751 COUNTY B, ROAD W #300  
ROSEVILLE, MN 55113  
FEIN #: 201147818  
(Assignee)

**RE: Contract: 308-2016 – FOOD SERVICES**

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

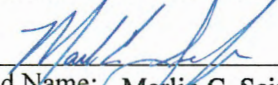
The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

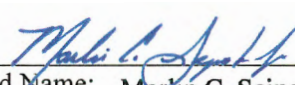
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

**CATERING BY MARLIN'S  
d/b/a CBM MANAGED SERVICES**

**SUMMIT FOOD SERVICE, LLC**

by   
Printed Name: Marlin C. Sejnoha, Jr.  
Title: President and CEO  
Date: 04/16/2019

by:   
Printed Name: Marlin C. Sejnoha, Jr.  
Title: President and CEO  
Date: 04/16/2019

201-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

7th

day of

May

20 19

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 Boone County Government Center Chambers by SMART Recovery every Monday evening from 5:30 pm to 9:45 pm beginning on May 6<sup>th</sup>, 2019 and ending on November 25<sup>th</sup>, 2019.

Done this 7th day of May 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



Daniel K. Atwill, Presiding Commissioner  
Fred J. Parry, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# 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: SMART Recovery

Address: 7403 Mentor Ave Ste F

City: Mentor State: OH ZIP Code: 44060

Phone: 866-951-5357 Website: www.SMARTRecovery.org

Individual Requesting Use: Suzanne Opperman Pearman Position in Organization: Volunteer

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Weekly support group meetings

Description of Use (ex. Speaker, meeting, reception): 100-25<sup>th</sup> support group

Date(s) of Use: may 6<sup>th</sup> 5/1/2019-11/26/2019

Start Time of Setup: 05:30 pm AM/PM Start Time of Event: 06:00pm AM/PM

End Time of Event: 07:30 pm AM/PM End Time of Cleanup: 08:00 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: SMART Recovery Facilitator

Phone Number: 573-268-4203 Date of Application: 5/2/2019

Email Address: sokelley53@gmail.com or skelley53@aol.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@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:

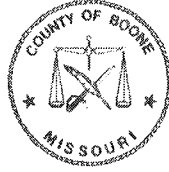
Brianna J. Lennon  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 5.7.19

Daniel K. Atwill, Presiding Commissioner  
Fred J. Parry, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
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# Boone County Commission

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City: Mentor State: OH ZIP Code: 44060  
Phone: 866-951-5357 Website: www.SMARTRecovery.org  
Individual Requesting Use: Suzanne Opperman Pearman Position in Organization: Volunteer

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Mid Missouri Friends and Family support group meetings

Description of Use (ex. Speaker, meeting, reception): support group

Date(s) of Use: ~~5/7/2019-11/28/2019~~ May 6, 2019 - 11-25-2019 &

Start Time of Setup: 08:00 pm AM/PM Start Time of Event: 08:00pm AM/PM

End Time of Event: 09:30 pm AM/PM End Time of Cleanup: 09:45 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: SMART Recovery Facilitator

Phone Number: 573-268-4203 Date of Application: 5/2/2019

Email Address: sokelley53@gmail.com or skelley53@aol.com

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ATTEST:

Brianna L. Lannon  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 5.7.19