1910-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	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 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:

lemon per anna(Brianna L. Lennon

Clerk of the County Commission

nu Daniel K. Atwill

Daniel K. Atwill Presiding Commissioner Fred J. Parry District I Commissioner

Anesma

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

JOB TITLE: Law Student Intern	NEW: X REVISED:
REPORTS TO: Assistant Prosecuting Attorneys	FLSA: Non-Exempt DATE: 05/19
DEPARTMENT: <u>Prosecuting Attorney</u>	JOB CODE:

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.

197-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	May Sessic	May Session of the April Adjourned			Term. 2019
County of Boone					
In the County Commission of said county	7, on the	7th	day of	May	2019
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:

Franna L. Tennon per-

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Fred/J. Parry District I Commissioner

0

Janet M. Thompson Ristrict 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

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

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	RESPONDENT NAME	Columbia Missourian	Columbia Daily Tribune
4.8.	Group A, Classified-Legal Ads: Single Column Ads	Unit Cost	Unit Cost
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); Quote Rate Per Line-	\$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	Total Cost	Total Cost
	(election notices with polls) using 'price per line/word' pricing in Item 4.8.5.	\$780.00	\$1,092.00
4.9.	Group B, Non-Classified, General-	Unit Cost	Unit Cost
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.	Group C, Classified Section- Multiple Column Ads	Unit Cost	Unit Cost
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	Total Cost	Total Cost
	(election notices with polls) using 'price per column/inch' pricing in		
	item 4.10.3.	\$1,137.60	\$1,262.88
		Unit Cost	Unit Cost
	Additional: Preparation Fee for Election Notice PDF to be usedin		
1.10.5.	other papers.	\$0.00	\$0.00
	Tax Sale Ad- per Primary Specifications, Section 2.2.2. in RFB. Price		
.10.6.	per column inch-	\$7.90	\$8.77
.11.	Maximum Percent Increase for Renewal Periods	Percent	Percent
	1st Renewal	2.5%	0%
	2nd Renewal	2.5%	0%
	3rd Renewal	2.5%	0%
	4th Renewal	2.5%	0%
.19.	Cooperative Procurement	Yes	Yes

PURCHASE AGREEMENT FOR NEWSPAPER ADVERTISING TERM AND SUPPLY

THIS AGREEMENT dated the <u>7th</u> day of <u>2019</u> 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

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

BOONE COUNTY, MISSOURI

By: Boone County Commission

K. Mal

Danfel[®]K^{CED}ÆtWill, Presiding Commissioner

APPROVED AS TO FORM:

	DocuSigned by:
	Robert Northance
	by Clinica
1	SEFERIODDE CHASE COLOR
	County Counselor

ATTEST: DocuSigned by:	
Brianna L Lennon by Mt	
Colpany Cherkes	

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.)

Ciamodane and the	Data	Appropriation Account
DocuSigned by: gune E. Pitchgod by Ha. Turn + Supply - No encumbrance	4/26/2019	County-Wide Term/Supply

SI2TB210B142AAC49D...

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 resubmittal 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**

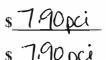
Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *Docusign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually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

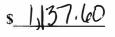
		•
4.1.	Company Name: Columbia Missourian	
4.2.	Address: 221 S SH St	
4.3.	City/Zip: Columbia, Mo 65201	
4.4.	Phone Number: <u>573 - 882 - 5714</u>	
4.5.	Fax Number: 573-884- 5293	
4.6.	Federal Tax ID:	
4.7.	E-mail: cookmr@missoun.eduz creative services	Columbia missourian. am
4.8.	GROUP A, CLASSIFIED SECTION - Legal Advertisements: – Sing x rate = total cost of ad). Human Resources runs Employment Line A postings specific to the Human Resources Department.	
4.8.1.	Price Per Line – Monday – Saturday	<u>\$ 0.45 per line</u> / per day <u>\$ 0.65 per line</u> / per day
4.8.2.	Price Per Line – Sunday	<u>\$ 0.165 perline</u> / per day
4.8.3.	Probate Notices (Notices run in either 2 or 4 consecutive insertions). Quote flat fee for 2 consecutive insertions:	\$O
	Quote flat fee for 4 consecutive insertions:	\$ <u>100.00</u>
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-	<u>\$ 0.45 per</u> line perday <u>\$ 0.65 per</u> line perday
4.8.5.	Election Notices (price as 'per line/word' notice) See Exhibit B as example of previously run ads.	\$ 0.65 per line perday
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.	<u>\$ 780.00</u>
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	s <u>7.90 pci</u> s <u>7.90 pci</u> s <u>7.90 pci</u>
4.9.2.	Price Per Column Inch – Sunday	s_7.90 pci
4.9.3.	Price Per Column Inch – Monday, Tuesday, Thursday, Friday	5 7.90 pci

- 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:
 - 2.5 % 1st Renewal; 2.5 % 2nd Renewal; 2.5 % 3rd Renewal; 2.5 % 4th Renewal
 - **4.12.** Describe extra circulation papers and list associated costs.

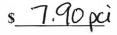
NA	s NA
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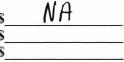
- 4.13. Circulation: Number of Subscribers Daily edition
- **4.14.** Circulation: Number of Subscribers Sunday edition
- 4.15. Circulation: Number of Subscribers for Wednesday edition
- 4.16. Please describe any days that you offer free circulation and the circulation number for each day: NA
- 4.17. Dedicated Customer Service Representative for Advertising: Melody Couk Phone: 573-882-STIM E-mail: Cookmr@missouri.edu
- 4.18. Dedicated Customer Service Representative for Billing Inquiries: Melody Cook Phone: 573-883-5714 E-mail: cookmr@missouri edu

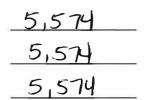












- 4.19. Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri? Yes _____ No
- **4.20.** 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):

eleder Coo

Type or Print Signed Name:

Melody Cook 41 15/19

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 resubmittal 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.

Coordinator 4/15/19 Operations of Authorized Representative

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=75bce2e26140 5110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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

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

County of <u>Boone</u>) State of <u>Misouri</u>

)ss

)

My name is Bryan Chester. I am an authorized agent of the Columbia Missourian

(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.

Subscribed and sworn to before me this 15 day of 400, 20, 9.

MELODY COOK Notary Public-Notary Seal STATE OF MISSOURI Commissioned for Cooper County Commission Expires Oct. 1 62020 Commission ID #12405232

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

 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 7th 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
	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
	Primary Specifications
	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
Exhibit A	Individual Bidder Affidavit Sample Ada for Boone County Human Besource Department
Exhibit A	1 .
Exhibit B Exhibit C	Sample of Election Notices Tax Sale Ads
Exhibit C	Las dale Aus

1. Introduction and General Conditions of Bidding

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 email, 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.

County of Boone

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 <u>four (4) additional one-year periods</u> 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

County of Boone

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 <u>MUST</u> be received by the date and time noted on the title page under "Bid Submission Information and Deadline". <u>NO EXCEPTIONS</u>. 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, <u>three (3) signed complete</u> <u>copies</u> 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/.
 - 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: – Sing x rate = total cost of ad). Human Resources runs Employment Line A 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 st Renewal;% 2 nd Renewal;% 3 rd Renewal;	% 4 th 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. <u>Cooperative Procurement</u>: 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: _____

9



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 resubmittal 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 <u>for</u> <u>this service/commodity</u>, 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.

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http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e26140 5110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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

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

County of _____) _____)ss State of _____)

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

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

Affiant

Date

Printed Name

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

Notary Public

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.	States. (Such proof may be a	cuments showing citizenship or lawful presence in the United Missouri driver's license, U.S. passport, birth certificate, or te: If the applicant is an alien, verification of lawful presence 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. 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.		
3.			
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

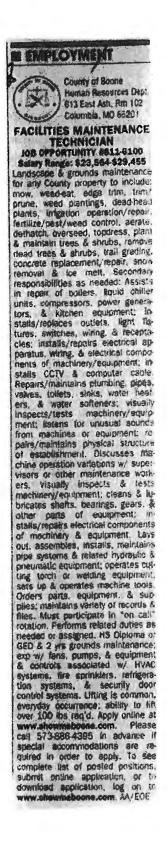


Exhibit A outd

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Artual size Sunday

AA/EOE

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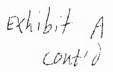
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COUNTY OF BOOM

Font and text Size Not indicative of Normal type USED in AD.



Columbia, MO 65201 GEOGRAPHIC INFORMATION SYSTEM INTERN JOB OPPORTUNITY #: 000-1176 Hourly Rate: \$10.01

County of Boone

Human Resources Dept.

613 East Ash, Rm 102

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

Boone County Clerk Public Notice (with Polls)

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, issue its general Missourl. 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 6th 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 BRITTNEY 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 Missourl, 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/Beverty 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 SANDRAL LAVY MIKE SHRYOCK MATT MCCOWAN

Certified this 24th day of January, construction of secure entrances, 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

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. B-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, 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 capabilities # monitorin through the LAURA NAUSER

installation of a controlled access system, and installation of of a campus-wide security camera system; to complete roof repairs and repla cement 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

of the Harrisburg R-VIII School District, Missouri, this 13th day of January 2014 BOARD OF EDUCATION HARRISBURG R-VIII SCHOOL DISTRICT, MISSOURI

By order of the Board of Education

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 olumbia, Missouri, that the City Council of the City has called an action 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 (VOTE FOR 1)

GINNY CHADWICK TYREE BYNDOM WILLIAM (BILL) EASLEY

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

GENERAL ELECTION CITY OF ASHLAND Notice is hereby given to the qualified voters of the City of

2014

notice of election

Wendy Noren

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 B. 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:

Dated this 26th day of January,

Clerk of the County Commission

NOTICE OF

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 KI IPPEL 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 NO 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 Missouri

The election will be held at the vote on the candidates set forth in following polling places in the City: the following sample ballot:

See polling place listing at end of 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 (\$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 Centralla, 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

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

2519 N Lake of the

Woods Rd

NOTICE OF GENERAL ELECTION CITY OF HALLSVILLE, MISSOURI

Notice is hereby given to the qualified voters of the Cily 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

THOMAS L. PAULEY

(VOTE FOR 1)

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

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

Write-In

I, Kim Bise, 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 Bise, 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

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

2 YEAR TERM

(VOTE FOR 2)

JUSTIN JOHN

2014

YEAR

UPON

OATH OF OFFICE.

O'CLOCK PM

2 YEAR TERM

(VOTE FOR 1)

2 YEAR TERM

(VOTE FOR 1)

JANUARY 2014

CITY CLERK

sample ballot:

MIKE FRIEDEMANN

THE

BOBERT MILLER

Bridge Elementary School, 5151 S.

Hwy 163, Columbia, Boone County

Dated this day of January 28th,

NOTICE OF ELECTION

CITY OF

ROCHEPORT, MISSOURI

PUBLIC NOTICE IS HEREBY GIVEN TO THE QUALIFIED

VOTERS THAT AN ELECTION

WILL BE HELD IN THE CITY OF

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

THE POLLS AT SAID ELECTION

WILL BE KEPT OPEN FROM AND BETWEEN THE HOURS OF

SIX O'CLOCK AM AND SEVEN

ELECTION WILL BE IN THE FORM

BALLOTS

OF THE SAMPLE BALLOT.

CEE JAYE PECORAK

FOR ALDERMAN WARD ONE

FOR ALDERMAN WARD TWO

BY THE ORDER OF THE BOARD

OF ALDERMEN FOR THE CITY OF

ROCHEPORT BOONE COUNTY

MISSOURI THIS 22ND DAY OF

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

beginning at six o'clock a.m. and

RESPECTFULLY SUBMITTED

SHIRLEY JENKINS-OLD

ROCHEPORT, MISSOURI

TERM, COMMENCING CERTIFICATION AND

OF

SAID

BOCHEPORT MISSOURI

Barry Bean, Village Clerk

STATE OF MISSOURI

COUNTY OF BOONE

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 Tuesday, the 6th 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 MCBAINE, 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 the designated polling place within to said city on Tuesday, April 8, 2014 an Pierpont, Missourl that the Board of Trustees of the Village has called an election to be held in the Village on Tuesday April 8th 2014 commencing closing at seven o'clock p.m. of said of at six o-clock am and closing at day for said voters to vote on the seven o-clock pm on the question in candidates set forth in the following the following sample ballot:

BOOME Converty Clerk Public Notice (with polls) FOR BOARD OF TRUSTEES FOR ALDERMAN, WARD I 2 YEAR TERM Centralia Special Road District of

STEVE CROSSWHITE

(VOTE FOR 1)

FOR ALDERMAN, WARD I This election will be held at Rock 2 YEAR TERM

(VOTE FOR 1)

KEVIN ABRAHAMSON

1

IN

DeAnna Jacobs, City Clerk the City of Sturgeon, Missouri, hereby certify that the forego list of candidates is a true copy the candidates who have filed a qualified for election to Sturge municipal office for the April 8, 20 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 amount of \$14,000,000 for the purpose of acquiring real property; constructing, furnishing and equipping new fire stations; constructing, furnishing equipping additions and and/or renovations to existing fire stations; and acquiring and/or reconditioning firefighting equipment, apparatus and emergency apparatus and equipment and training facilities and equipment?

YES	64 10
The election will be held at the following polling places in the District:	10
See polling place listing at end of	1F 1L
notice of election.	2/
DATED: January 21, 2014. County Clerk of Boone County,	28
Missouri	20
NOTICE OF ELECTION	20
CENTRALIA	82
SPECIAL ROAD DISTRICT	2F
Notice is hereby given to the qualified electors of the Centralia Special Road District that pursuant	3A
to the provisions of 233 040 RSMo an election to be held in said	38
district on Tuesday, the 8th day of April, 2014, from and between	30
the hours of six o'clock a.m. and	
any and all and any any any fact	
seven o'clock p.m. on said day for	3E

the purpose of electing one (1)

	(VOTE FOR 1)
of do	JOHN SELBY GARY RIEDEL
ing / of	Done this 28th day of January, 2014
and	ATTEST:
014	/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

Boone County, Missouri for a term

The ballot at said election shall be

in substantially the following form:

FOR COMMISSIONER

3 YEAR TERM

of 3 years

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 Tuesday, the 8th day of April, 2014 The polling places for said election 5185J Peachtree Banquet Center 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

Boone County 1A Government Center 801 E. Walnut St 1B&1E&1I& Paquin Towers A&6B&6F&6L 1201 Paquin St Columbia/Boone County 2&1G Health Department 1005 W. Worley St D Oak Towers 700 N. Garth &1J&1K& Activity & Recreation Center 1701 W. Ash St &2K A&2G Parkade Baptist Church 2102 N Garth Ave Sunrise Optimist Club 2410 Parker St R82.1 C&2H Friendship Baptist Church 1707 Smiley Ln Knights of Columbus Hall 0821 2525 N Stadium Blvd -82 Grace Bible Church 601 Blue Ridge Rd 4&3G&3L First Church of the Nazarene 2601 Blue Bidge Bd 3&3D Memorial Baptist Church 1634 Paris Rd C&3I Hanover Village Community Bldg 1601 Hanover Blvd 3E&3H&3M Howard Johnson Inn

3100 I-70 Dr SE

4A&4J Fairview Road Church of Christ 201 S Fairview Rd 4B&21 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 Fid 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 5D827 Bethel Baptist Church 201 E. Old Plank Rd SER5KR Woodcrest Chapel 5N&5P 2201 W. Nifong Blvd Rock Bridge Church of God 3515 Valencia Dr 5G&5M&36&44 Forum Blvd Christian Church 3900 Forum Blvd 120 E Nilong Blvd Suite D 6C&6H&6J Unitarian Church Of Columbia 2615 Shepard Blvd 6D&6E&6I&6K& Lenoir 6M&28&29 Community Center 1 Hourigan Drive 07 Harrisburg Lions Club 120 E, Sexton St, Harrisburg Sturgeon Recreation Center 08 403 W. McDowell St, Sturgeon 09&10& United Methodist Church 715 Orchard, Centralia 11812 14 **Dripping Springs Church** 2701 W. Dripping Springs Rd 15&22& Missouri National 40845 Guard Hdgtrs 5151 N Roger I, Wilson Memorial Dr 16&39 Hallsville Community Center 324 E. Hwy OO, Hallsville Liberty Baptist Church 17 7461 N Brown Station Bd 188 19838 MU Extension Office 1012 N Hwy UU 23841 Redeemer Presbyterian Church 101 Grace Ln Holiday Inn East 24833 915 Port Way 25&34 American Legion Post #202 3669 Legion Ln **Rock Bridge** 26 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.

DocuSign Envelope ID: 552B63A7-49E1-4DF4-A806-ABA8AD384D5B

Skingson, Messeus ites ihn Board of Addemen of she Cirky of Sangtoo. Kassays has cirke to in a Marcipel Section of seat cirky to its held a find alregative poling place value said cirky on Tureday, April 9, 2014 beginning at one could prior of said day, for said volves to vole on the camodates said loth in the following sample ballot: benari by the County Clerks of FOR ALDERMAN WARD III Boons and Howard Counties, 2YEAR TERM Manager, of such offerer of additional (VOTE FOR 1) pracing of patient and south County Clerks may besignate County Clerks may besignate LANDON MAGLEY beginning at six ofclock in the A.M. closing at seven ofclock in the P.M. on said date, to vole on the election of two Members for the Bosrid of Trustees as shown in the sample NOTICE OF ELECTION NORTH CALLAWAY R-I SCHOOL DISTRICT NOTICE OF ELECTION SCHOOL DISTRICT OF COLUMBIA BOONE COUNTY, MISSOURI SCHOOL DISTRICT Magazow, or such offee or Additional (VOTE FOR 1) Notice is heaving given to be provided of participation of the provided of the pr BOONE COUNTY, MISSOURI Notice is given hereby to ine qualified electors ut the School Detrict of Columbia Boone County, Missouri, that the amount action election with herid an studie Oktiect on general mounopal effection day. Tuesday, the Schol and Oktiect on general mounopal effection day. Tuesday, the Schol and Oktiect on general mounopal tection and the second of the commencing at six actock a m, on ased date, for the qualified electors of said Deptuse the tections of said Deptuse the tection second Clerk Public Netice (we Polls FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2) NO CANDIDATE FILED TRUSTEE TO BE ELECTED BY FOR ALDERMAN, WARD I 2YEAR TERM 2 YEAR TERM (VOTE FOR 1) By: /sJ Sean Cochran President of the Board of Education In Wriness Wheredi, I have heraunto Write-In set my hand and the official seal of the City of Centralia, Missourr this Write-In 24th day of January, 2014 STEVE CROSSWHITE FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3) FOR ELECTION OF DIRECTORS /s/ Sherry Glydewell Secretary of the Board of Education FOR ALDERMAN, WARD I NOTICE OF GENERAL ELECTION TOWN OF HUNTSDALE, MISSOURI VOTE FOR 3) 2 YEAR TERM (VOTE FOR 1) (CITY SEAL) /s/Heather Lockett, City Clerk City of Centralia, Missour NOTCE OF MUNICIPAL ELECTION CITY OF COLUMBIA, MISSOURI Notice is hereby given to the qualified votes of the City of Columbia, Missouri, that the City are and cosing at seven of tack are and cosing at seven of tack mi, for the purpose of recting Counci Members for Wards 1 and 5 The Iolfowing is a sample of the bakot that will be used at the election: REGAN LOVE JONATHAN SESSIONS Gity of Centralia, Missoun NOTICE OF SPECIAL ELECTION CITY OF CENTRALIA, MISSOURI MUNICIPAL LIBRARY DISTRICT Notice's hereby given to the qualified voles of the SU OF Centralia, Missoun Municipal Ubdary Delinct, et al. Contralia, Missour Manager of Traises of the Lanary Oxinct, et Board of Advirnmen of the City of Centralia, Missour Municipal Ubdary District, concurrently with the general inclusion (Long at 7:00 Exaders, 2014), continentiang at 6:00 AMI and clowing at 7:00 PML, on the question contained in the biolowing ample bablic: DIESTION NUMBER 1 KEVIN ABRAHAMSON HUNTSDALE, MISSOURI Noice is hereby green to the qualified volers of the Virtage of Huntsdale, Missoun hat the Manacpal Fieldon of savd Viltage will be hald at the regularity designation boning takes regularity designation boning takes 2014, teogramming at savoing takes 2014, teogramming at savoing chick FAM, (700 PAM, of savd dry, to volan on the cand dates cale florith in the following sample balot: PAUL CUSHING HELEN WADE JOSEPH A. TOEPKE MIKE SHRYDCK DeAnna Jacobs, City Clerx of the City of Slurgeon, Missoun, do hereby certify that the foregoing fish of cardidates is a fine copy of the candidates who have field and Certified this 24th day of January 2014 Andrea M Follett Secretary, Board of Education NOTICE OF SPECIAL BOND ELECTION THE SCHOOL DISTRICT OF COLUMBIA BOONE COUNTY STATE OF MISSOURI 's/Scoll Starkey Secretary, Board of Education qualified for election to Sturgeon municipal office for the April 8, 2014 efection. Secretary, Ibavi of Education NOTCE OF ELECTION HALLSVILLER, NY BOONE COUNTY, MISSOUT School District of Sone County, Massian, that an elector will be school District on Tuesday, the Sin day of April, 2014 Jean and between the house of 50.00 am, any pation a members of 10.00 am, any pation a members of 11.11 Board of School District on Tuesday. The belief to runk of same tech The belief to runk of same tech The belief to runk of same Same Ballet (CITY SEAL) FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 3) STATE OF MISSION IN Noise of the Should in the patient of values of the School Darred of Calumba, Bound County, State of Mission, Bhart the Board of Education of the District has called a special election on to be held in the District concurrencing with the general municipal election on turaday, April 2014, commencing at 6:00 A.M. and creating at 7:00 AM, on the question contained in the following sample ballot: /s/DeAnna Jacobs, City Clerk City of Sturgeon, Missouri election: NOTICE OF ELECTION BOONE COUNTY FIRE PROTECTION DISTRICT BOONE COUNTY, MISSOURI Notice is fereby given to the Qualified vices of the Boone County Fire Protection District that the Boards of Director of the Direct FOR COUNCIL MEMBER, FIRST WARD ED MCGEE DORTHY EBERHART ANA LOPEZ SYEAR TERM (VOTE FOR 1) GINNY CHADWICK TYREE BYNDOM WILLIAM (BILL) EASLEY QUESTION NUMBER 1 s/Debby Lancaster QUESTION NUMBER 1 Shall them be a tax increase of twenty-five cents (40,25) per one hundred dollars of assessed valuation over the present \$0,30 per one hundred dollars of assessed valuation for the City of Centralis, Missouri Municipal Library District? County Fire Protection District Inni Ine Board of Directions of the District has called a bond election to be held in the District concurrently with the general municipal election on Theodys, April 5, 2014, conveniencing an 600 A.M. and cleaning at 7:00 (M), an Way oguession conducted of the following sample ballist Mayor Huntadate, MO t FOR COUNCIL MEMBER. NOTICE OF GENERAL ELECTION TOWN OF MEDAINE, MISSOURI Netice a Newsby given to the exuiting vision of said from will be into al inn ingulary designaling divincingal Election of said from will be into al inn ingulary designaling defining place nor Tuesday, the 80 billing place nor Tuesday, the 80 AM and closing al 700 PM of said day, to voia on the candidates set both in the billowing sample balkd: the following sample ballot: The Debuild of Automatic Sample ballot: Contained in the following Sample ballot: Contained in the following Sample ballot: Contained Ballot: Cont WARD 3 YEAR TERM (VOTE FOR 1) (real) LAURA NAUSER Bashe QUESTION Shall Boone County Fire Protection District issue its general obligation bonds in the amount of 314,00,000 for the purpose of acquiring real property; constructing, furnishing and equipping additions and/or recorditioning fire/fighting apparetus and equipment, and/or recorditioning fire/fighting apparetus and equipment, emergency apparatus end equipment and training facilities and sequipment? QUESTION Certified this 22nd day of January, 2014 Dated this 26th day of January, 2014 FOR TRUSTEE 2 YEAR TERM (VOTE FOR 2) YES Wendy Noren Clerk of Itie County Commission DATED: Jan 28, 2014 County Clerk of Boone County, VIRGINIA COLEMAN MEssaun Marvin SAPP NOTCE OF ELECTION SCHOOL DISTRICT NO. R-V BOONE COUNTY. MISSOURI Natice is hereby given to the gualitied vietes of School District Na R-V of Boone County, Silate of Missouri, Ital an election at said Missouri, Ital an election at said Missouri, Ital an election at said within aard Datinct on Titesday, the Bit day ut Agnit, 2014, beginning at six ortock am, and obtaing at seven clock, pm. at least days to vote upon the kidowing paralitions NOTICE OF GENERAL ELECTION CITY OF ASHLAND Nouce is hereby given to the quadried votes of the City of Ashland, Missoun, that the Board of Adarmen of the City of Ashland, Missoun, have called for a general electron to be hidro the administed Marken MOTICE OF GENERAL ELECTION CITY OF HALLSVILLE, MISSOURI Notice is hereby given to ine quadited voters of ine City of Hilswire, Massoun frui time Board of Aldomena of the City of Heliseida Masoun fast caded for a general elocition to be within the City on Insetsay. Apal. B, 25th commensing al six oftock a m, and closing al sixen of cidos Ha. 25th commensing al six oftock a m, and closing al sixen of cidos Ha. 25th commensing al six oftock a m, and closing al sixen of cidos Ha. 55th commensing al six oftock a m, and closing al sixen of cidos Ha. 55th commensing al six oftock a m, and closing al sixen of cidos Ha. 55th commensing al six oftock a m, and closing al the following simple balloit: AVIEGINIA COLEMAN City Clerk Town of McBaine, Missouri and equipment? is approved, the debi service levy of the school district is estimated to increase by four cents, from 50 9319 to 30 9719, per \$100 of assessed valuation of real and NOTICE OF ELECTION VILLAGE OF PIERPONT, MISSOURI Notice is hereby given to the qualited values of the Village of Jergoni, Misseuri hist ha Board of Irugetens of the Village has called election to be hered in the Village on Tuesday Apab 8h 2014 commenzy as seven of calce, of moi on the question in the tolowing sample ballot NOTICE OF ELECTION Missoun, have called for a general election to be held in fine designated poling places with the City on Tuesday, April 8, 2014, beginning all six o'clock a m, and closing all seven o'clock p m. for said volats to vole on the candidates sel forth in the tollowing samplis ba;'ol; The electron will be held at the following poling places in the District: personal property. YES See poling place listing at not n notice of election to be published on April 6, 2014. FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3) The election will be held at the following posting places in the Dislinct: FOR MAYOR 2 YEAR TERM (VOTE FOR 1) DATED: January 21, 2014 County Clerk of Boone County, Missouri the following sample ballot: CHARLES E: KING HEATHER D DOUGHERTY MISTY DOSS TIM PARKINSON See poiling place tsting at and nl notice of election to be published on April 6, 2014. FOR MAYOR 2 YEAR TERM (VOTE FOR 1) FOR BOARD OF TRUSTEES GENE RHORER Masouri NOTICE OF ELECTION CENTRALIA SPECIAL ROAD DISTRICT Makes a newclow iso the qualified electors of the Canhel Special Road Calmel Italy jurusant to the provisions of 233 5040 RSM an emclow iso the held of a liait district on Tussday, the Bin day an emclow iso the held of a liait district on Tussday, the Bin day anema Calchock ann and waves Calchock ann and anemate Richock and and the purces of eaching me (1) Borne County, Mesouri for a lefm of 3 years (VOTE FOR 2) FOR ALDERMAN WARD ONE 2 YEAR TERM (VOTE FOR 1) DATED January 28, 2014 County Clerk of Boone County, /Sr Bonnie Chase Secretary, Board of Education CHERITOALSON REISCH JUSTIN JOHN FOR ALDERMAN WARD # 2 YEAR TERM (VOTE FOR 1) NOTICE OF SPECIAL SCHOOL NO CANDIDATE FILED, ALDERMAN TO BE ELECTED BY WRITE-IN This election will be held at Rock Bridge Electroniary School, 5151 S Hwy 163, Columbia, Boone County NOTICE OF ELECTION SOUTHERN BOONE COUNTY PH SCHOOL DISTRICT Noice is hereby given to the qualitied values of the Southern Bonne County PH Schools that an election will be held in said Dianto Chuesdry, the shih of April, 2014, timm and between the hours of 6:00 AM and 7:00 PM on said date to oncose ory natio 3 members of the Board Of Education for terms of 3 years each The ballot for said election shall be confaired in the following Sample Balot: BOND ELECTION HARRISBURG R-VIII SCHOOL DISTRICT, MISSOURI NOTICE OF ELECTION School District, Missouri NOTCE is hereby given to have qualified velora of the Harr sbuig POR ALDERMAN "District", in the Sine of Misson, "Datact an Tuesday, the Bridge of Apr. 2016 commonly all bodd and phore 2016 commonly all bodd and Apr. 2016 commonly all bodd and phore 2016 commonly all bodd phore 2016 commonly all bodd and p THOMAS L PAULEY Dated this day of January 28th, 2014 FOR ALDERMAN WARD I FOR ALDERMAN WARD TWO 2YEAR TERM (VOTE FOR 1) Barry Bean, Village Clerk (VOTE FOR 1) NOTICE OF ELECTION CITY OF ROCHEPORT, MISSOURI STATE OF MISSOURI COUNTY OF BODNE NO CANDIDATE FILED, ALDERMAN TO BE ELECTED BY WRITE-IN FOR ALDERMAN WARD THREE 2 YEAR TERM (VOTE FOR 1)

 Bake, or line purpose of submaring his bioward proposition of a submaring his bioward proposition (a war PROPOSITION 2 Shall the Board of Education of the Harrisburg R-VIII Social Submaring Obstrict, Missouri A the current debt service property lak lays, bottow more y in his (Sabourd 1) debt service property lak lays, bottow more y in his (Sabourd 1) debt service property lak lays, bottow more of secure entraneous construction of secure entraneous of a true coupy of the candidians who have the purpose of improving security and monotrol for the purpose of improving secrets y submaring and the class of the candidians who have the purpose of improving secrets y submaring the security of a campus wide security of the electrical to complete installation of a controlled wite lays acting capetion of the electrical complete wide as the development of the electrical complete brods are available instail upprades to the electrical of the electrical complete brods are available instail improvements to the electrical of the electrical sector of repairs the sector of repairs acting capeties brods are available instail upprovements to the electrical brods are available instail improvements to the electrical of the campus wide replacement of the parades to enhance datas of capetian improvements to the electrical brods are available instail upprovements to the electrical brods are available instail of the complexe complete school Other ic is estimated valuetion deliars of assector particeled base of the electrical brods the camplex ballot: the particular is the setting additional ballot.
 POR ALDERMAN WARD I 22 Central All ballot in the cample allot ballot in the set of the complexe valuetion of real and personal valuetion of rea Write-In PUBLIC ADTICE IS HEREBY GIVEN TO THE CUMULTED VOTERS THAT AN ELECTION WILL BE HELD IN THE CITY OF ROCHEPORT, MISSOURI IN BOONE COUNTY ON TUESDAY, APRILL, 2014 FOR THE PURPOSE OF ELECTING OVE ALDERMAN FOR WARD ONE, FOR A TWO YEAR TERM, ONE ALDERMAN FOR WARD TWO FOR A TWO YEAR TERM, ONE ALDERMAN FOR WARD TWO FOR A TWO YEAR TERM, ONE ALDERMAN UPON CERTIFICATION AND OATH OF OFFICE YTEAN EXM (VOTE FON (VOTE FON JESSE BRONSOH JESSE BRONSOH JESSE BRONSOH JESSE BRONSOH I, Kim Biss, City Clerk of the Cry of Harweis, Missoun, do further harby certify that the longoing the card the longoing the card that the longoing the card that the longoing the card the longoing The ballot at said election shall be in substantially the following form: FOR BOARD OF EDUCATION 3 YEAR TERM (VOTE FOR 3) FOR COMMISSIONER (VOTE FOR 1) GEORGE L CARNEY KELLY GARONER PRICE NICHOLS KEVIN J. SCHUPP PATRICK E. DAUGHERTY BRIAN BROOKSHIRE JOHN SELBY Done this 26th day of January, 2014 CLAIRNEL NERVIK BRITTNEY M. SONES THE POLLS AT SAID ELECTION (AWendy S Noren WILL BE KEPT OPEN FROM Certified this 23rd day of January 2014 AND BETWEEN THE HOURS OF SIX O'CLOCK AM AND SEVEN D'CLOCK PM Is/Daniel K. Alwili Presiding Commissioner NOTICE OF GENERAL ELECTION TOWN OF HARRISBURG, MISSCURI /s/Phyllis Weter Secietary, Board of Education THE BALLOTS OF SAID /s/Katen M. Miller ELECTION WILL BE IN THE FORM OF THE SAMPLE BALLOT. /s/Janei M. Teoroson NOTICE OF ELECTION NEW FRANKLIN R-I SCHOOL DISTRICT Notice as haraby given to the glubaled voles: of New harakin H-I School District of Howard County, State of Missour, Inal an election in and District will be held al value HARRISBURG, MISSCURI Notes in herbity graven by the qualified voltes of the Towns of Harrisburg, Measure Hine Board cl burgtase of sand Town thas called grassat Wescow to be held in said Town on April 8, 2014 commencing gr. 6.00 sm and clowing al 7:00 pm for the purpose of choosing he beckwe municipal officers of said Sever by Vola upon bilities tablemeng aamp/o Distact II Commissioner FCR ALDERMAN WARD ONE Wendy S. Noren, County Clerk and Slection Authority in and for the County of Boone. State in Missouri, hereby cartily that the native and torogong is a lutur and corriect copy of the ball as certified to me by the ottocms or agencies calling for an election to be helps in said County on Tureday, the 8th day of April, 2014 (VOTE FOR 1) CEE JAYE PECORAK poing places within said Chilindion Tuesday the 8th day of April 2014, beginning at six o'clock arm, not closing at seven o'clock pril, of said day, io vote upon the following FOR ALDERMAN WARD TWO 2 YEAR TERM (VOTE FOR 1) FOR BOARD OF TRUSTEES 2 YEAR TERM (VOTE FOR 2) MIKE FRIEDEMANN 2014 FOR SCHOOL BOARD DIRECTOR BY THE ORDER OF THE BOARD OF ALDERMEN FOR THE CITY OF The poling places for said election will be open from the hours of 6:00 am unit /:300 pm during which time any person property ingistered to while in the county will be given the oppendentiative to cast into on the baffet. VOTE FOR 3) REGGIE WILHITE ROCHEPORT, BOONE COUNTY, MISSOURI THIS 22ND DAY OF JANUARY 2014 RESPECTFULLY SUBMITTED JEFFERY A. CHITWOOD KENNETH L. HENDRIX YES ANDREA VOLLRATH Write-In FOR ALDERMAN WARD II CITY CLERK JON HELD Writerin The election will be held and 21CARTERM conducted by the County Clerks (VOTE FOR I) of Boons and Howard Counties, Massour under the general election NO CANDIDATE have governing those Counties, and ALDERMAN TO the election will be held in each WINTE-IN vooring precincu in the Diate-L and at the poling places designated Write-In SHIFLEY JENKINS-OLD ROCHEPORT, MISSOURI NOTICE OF ELECTION TOWN OF HARTSBURG, MISSOURD Notice is hereby given to qualified volars of the Village of Harsburg, Missour that an election will be held on Tuesday the eighth of Apui, 2014 SHIFLEY JERKINS-OLD ROCHEPORT, MISSOURI NOTICE OF MUNICIPAL ELECTION OTTY OF STURGEON, MISSOURI Values in horeby green to hite County Clerk gualitied voltes of the County Clerk Source of the County Clerk Done by order of the Board of Education, this 24th day of January NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY WRITE-IN Secretary, Board of Education

Exhibit B cont'o Notice of Election

SCHOOL DIS BOONE COU Notice is here qualified voters No. R-V of Boor Missouri, that a District will be within said Distr 8th day of April at six o'clock a seven o'clock p.	F ELECTION TRICT NO. R-V NTY, MISSOURI by given to the of School District the County, State of an election in said held at Sturgeon ict on Tuesday, the I, 2014, beginning .m. and closing at .m., of said day, to slowing positions:
FOR BOARD O 3 YEAR TERM (VOTE FOR 3)	F EDUCATION
CHARLES E. K HEATHER D. D MISTY DOSS TIM PARKINSC	OUGHERTY
/S/ Bonnie Chas Secretary, Boar	
and Election Au the County of Missouri, hereb above and for and correct cop certified to me agencies calling	ren, County Clerk uthority in and for Boone, State of by certify that the egoing is a true by of the ballot as by the officers or g for an election to County on Tuesday, pril, 2014.
will be open fi 6:00 am until which time any registered to vot	es for said election rom the hours of 7:00 pm during y person properly e in the county will pportunity to cast
	ren
POLLIN Precinct 11-Friendship	IG PLACE <u>Polling Place</u> Friendship Christian Church 2045 Hwy EE

Exhibit B ont'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 lile 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 Bad 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

County Clerk

Recorder of Deeds

County Auditor

Prosecuting Attorney

Collector of Revenue

Clerk of the Circuit Court

Boone County Clerk Candidates to be Nominated

Declarations of candidacy may The Missouri Secretary of Notice of Offices for which Candidates are to be Nominated be filed for the following political State's office provides a toll free at the August 5, 2014 officers who are to be elected at the number for persons with hearing **Primary Election** Primary Election: impairments who have access to a Telecommunications Device for the NOTICE IS HEREBY GIVEN to **Committeeman and** Deaf (TDD). TDD users may call persons wishing to file a declaration Committeewoman Democratic, 800-669-8683 to obtain information of candidacy to appear as a candidate for nomination at the Republican, Libertarian, on voter registration, polling place **Constitution Party:** location and accessibility, absentee primary election that filing will open **Bourbon Township** balloting, and other election-related on Tuesday, February 25, 2014 at **Cedar Township** 8:00 a.m. and will continue until services available in their local **Centralia Township** Tuesday, March 25, 2014 at 5:00 jurisdictions and from the State of **Columbia Township** p.m. Missouri. Katy Township **Missouri Township** Filing for the following offices will The Boone County Clerk's **Perche Township** take place in the office of the office provides a telephone **Rock Bridge Township** Honorable Jason Kander, Missouri number for persons with hearing **Rocky Fork Township** Secretary of State, in the James C. impairments who have access to a Kirkpatrick State Information Center Three Creeks Township Telecommunications Device for the at 600 West Main Street in Jefferson City of Columbia: City, Missouri: Wards 1, 2, 3, 4, 5, and 6 Deaf (TDD). TDD users may call City of Ashland: 886-4388 to obtain information on State Auditor Wards 1, 2, and 3 polling places, absentee balloting, **Representative in Congress for City of Centralia:** voter registration and other election-**Fourth District** Wards 1, 2, and 3 related services available in Boone State Representative for **City of Hallsville:** County. **Forty-Fourth District** Wards 1 and 2 State Representative for **City of Rocheport: CERTIFICATION OF ELECTION** Forty-Fifth District Wards 1 and 2 OFFICIALS State Representative for City of Sturgeon: Forty-Sixth District Wards 1 and 2 State Representative for Given under my hand and official Forty-Seventh District seal at the Capitol in the City of In addition, such offices as become State Representative for Jefferson, State of Missouri, this vacant by expiration of term, by **Fiftieth District** 12th day of December, A.D., 2013. death or resignation of incumbent Circuit Judge Circuit No. 13, or vacant for any cause, and which **Division 4** (seal) under the law, should be filled at /s/Jason Kander FURTHER NOTICE IS GIVEN that the general election to be held Secretary of State filing for the following offices will November 4, 2014. take place in the office of Wendy S. Noren, County Clerk, Boone NOTICE OF VOTER I, Wendy S. Noren, County Clerk County, in the Boone County REGISTRATION ACCESSIBILITY within and for the County of Boone Government Center, 801 E. Walnut do hereby certify that the above St. Room 236, Columbia, Missouri: FURTHER NOTICE IS GIVEN that and foregoing is a true and correct at least one-half of the sites provided list as certified to me by JASON Associate Circuit Judge, for voter registration shall be KANDER, Secretary of State, State **Division 5** accessible to handicapped persons of Missouri, of the offices for which Associate Circuit Judge, (RSMo 115.140). In addition, a candidates are to be nominated or **Division 9** disabled or elderly citizen may elected at the PRIMARY ELECTION Associate Circuit Judge, register to vote by alternative means **Division 10** to be held August 5, 2014. including registration by mail, and Associate Circuit Judge, curbside registration. **Division 11** (seal) **Presiding Commissioner of the** /s/Wendy S. Noren FOR MORE INFORMATION ON **County Commission** County Clerk

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. 5:00

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 fo ation and Party Emblems tate of Missouri)55

Secretary of State)

The following are candidates for nomination to be voted for at the

Prenary Election to be may any For U.S. Senator stell of Missouri on the first Tuesday For U.S. Senator after the first Monday in August TODD AKIN after the first Monday in August 3370 BOUQUET RD Sector Monday and August 3370 BOUQUET RD 2012 being the 7th day of August 2012 who have filed in the office of Fohm Carnahan Secretary of State, written declarations of candidacy as candidates for nomination, and are enlitled to be voted for at such nlitled to be premary as required by law

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



DEMOCRATIC PARTY CANDIDATES FOR NOMINATION For U.S. Senate LAIRE MCCASKILL 1941 SPRING HOUSE OR ST. LOUIS, MO 63122 For Govern FREMIAH W. LIAY) NIXON 100 MADISON ST. JEFFERSON CITY, MO 65101-3061 CLAY THUNDERHAWK 6189 HIGHWAY 106 ELLINGTON, MO 63638 WILLIAM B. CAMPOELL 54398 OLD 50 CALIFORNIA MO 65018 For Lieutenant Governo SUSAN MONTEE 2715 KENWOOD DB IECECISION OITY MO 65109-9264 BRAD LAGER DENNIS WEISENBURGER 6209 1/2 KING HILL AVE 51 JOSEPH MO 64504-2053 RED KRATKY 6001 BISHOPS PL ST LOUIS, MO 63109 BECKYLEE PLATTNER 2001 BASKIN ST GRAND PASS, MO 65339 UDY BAKER 3075 S RANGELINE BU COLUMBIA, MO 65201 SAHA LAMPE 702 E STANFORD ST SPRINGFIELD MO 65807 312 NASH ST HAYTI, MC 53651 4396 A MCPHERSON AVE ST. LOUIS, MO 63108 For Secretary of State MASON KANDER 1300 MEADOW LAKE TERR KANSAS CITY, MO 64114 7556 LOMA VISTA DR KANSAS CITY, MO 64138 or State Tressurer CLINT ZWEIFEL 704 GUNNISON CT COLUMBIA, MO 65203 for Attorney General 201 W MCCARTY ST. APT 7 JEFFERSON CITY, MO 65101-1566 For U.S. Regresentative District 4 112 ARAPAHO TRL LAKE WINNEBAGO MO 64034 or State Senate nict 19 MARY WYNNE STILL 2000 S COUNTRY CLUB DB COLUMBIA, MO 65201 or State Representative District 44 (FN JACOB 4810 ST CHARLES RD COLUMBIA, MO 65201 District 45 HHIS KELLY 2706 BRISTOL LAKE DR COLUMBIA, MO 65201 District 46 STEPHEN WEBBER 807 FOHEST HILL CT COLUMBIA, MO 65203 District 47 NANCY COPENHAVER 1512 RIDGELINE DR MOBERLY, MO 65270 OHN 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

nation to be voted for at the REPUBLICAN PARTY ary Election to be held in the CANDIDATES FOR NOMINATION PACIFIC, MO 63069 JERRY BECK 211 E OLIVE ST LA MONTE, MO 65337 SARAH STEELMAN 11820 SPRINGHOUSE LN POLLA MO 65401 OHN G BRUNNER 1726 BUTTERNUT DR ST LOUIS, MO 63131 MARK MEMOLY 2585 SW REGAL DB

× 2

LEE'S SUMMIT. MO 64092 MARK PATRICK LODES 208 BARAT AVE S ST LOUIS, MO 63135 HOBERT (BOB) POOLE 203 E UNION ST MACON, MO 63552 HECTOR MALDONADO 295 CEDAR BREEZE DR SULLIVAN, MO 63060

For Governor 1740 CHERRY BLOSSOM CT PEVELY, MO 63070 DAVID (DAVE) SPENCE 2021 WARSON RD S ST LOUIS MO 63124 BILL RANDLES 5823 N CYPRESS AVE KANSAS CITY, MO 64119 THED SAUER 454 HAMMERSMITH RD ST LOUIS, MO 63141 For Lieulenant Governor CHARLES W, KULLMANN 4607 RHODES AVE ST LOUIS, MO 63116 15896 HWY 71 SAVANNAH. MO 64485 PETER KINDER 1220 HOCKWOOD DR CAPE GIRARDEAU, MO 63701 MIKE CARTER 139 BERKSHIFE DOWNS ST PETERS, MO 53376 For Secretary of State SCOTT RUPP 3107 BEAR VIEW CT WENTZVILLE, MO 63385 SHANE SCHOELLER 503 S CHANDLER DR WILLARD, MO 65781 MELANIZ, NO 63787 ILL STOUFFER 31229 MOUNT OLIVE RD MARSHALL MO 65340 COLE MCNARY 413 STRAWBRIDGE DR CHESTERFIELD MO 63017 For Attorney General

FD MARTIN 6427 DEVONSHIRE AVE ST LOUIS, MO 63109 ADAM LEE WARREN 711 WASHINGTON ST CHILLICOTHE, MO 64601 For U.S. Representative

District 4 VICKY HARTZLER 30218 S. PLEASANT RIDGE RD HARRISONVILLE MO 64701 BERNIE MOWINSKI 16 KATE CIR SUNRISE BEACH, MO 65079 For State Senate District 19

KURT SCHAFFER 7525 S WARREN SCHOOL RD COLUMBIA, MO 65203 For State Representative District 44

CALEB ROWDEN S504 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 6100 SADDLE HORN CT COLUMBIA MO 65201 District 46 2100 LIMERICK LN COLUMBIA, MO 65203 District 47 MITCH RICHARDS 707 WASHINGTON AVE #8

COLUMBIA, MO 65201 CALEB JONES 605 CRYSTAL LANE CALIFORNIA, MO 65018 CALIFORNIA, MO 6501 For Circuit Judge Circuit 13, Division 3 KEVIN CRANE 1106 LARAIL DR COLUMBIA, MO 65203

State of Missouri

Secretary of State

August 2012, who have filed in the office of Wendy S. Noren. Boons

office of Wendy S. Noren. Boone County Clerk, writen declarations of candidacy as candidates for nomination or election and are antified to be voted for at such primary as required by law. Polying

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 COLUMBIA, MO 65203 For Presiding Commissioner Unexpired 2 Year Term DANIEL K, ATWILL 3300 W ARBOR WAY COLUMBIA, MO 65203

For Associate Commissione

Columbia, MCLER Store M, MILLER Store M, MILLER COLUMBIA, MC 65203 For Associate Commissioner

1406 SIR BARTON DR COLUMBIA, MC 65202 O, J. STONE 5210 ST. CHARLES RD

S210 S1: CHARLES HU COLUMBIA, MC 65201 JANET M, THOMPSON 8300 N WAGON TRAIL RD COLUMBIA, MO 65202 BRIAN DOLLAR 19230 N TUCKER SCHOOL RD STUHGEON, MO 65284

District 1

District 2

DARIN FUGIT

For Assessor

TOM SCHALIWECKER

2606 WAITHER 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

7301 N BOOTHE LN

ROCHEPORT MO 85279

I INFRIAN PARTY CANDIDATES FOR NOMINATION For U.S. Senator JONATHAN DINE 5116 NW KALIVAS DR APT 62 RIVERSIDE, MO 64150 For Governor IM HIGGINS 11944 CRAIG VIEW DR ST LOUIS, MO 63146 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 Tressure SEAN O'TOOLE 3425 GLADSTONE BLVD KANSAS CITY, MO 64123 For Attorney General DAVE BROWNING 2715 S GARONER RD OAK GROVE, MO 64075 For U.S. Representative District 4 HERSCHEL L YOUNG

17100 E STATE AT 2 HARRISONVILLE, MO 64701 THOMAS HOLBROOK 515 LAUREL DR. UNIT B WARRENSBURG, MO 64093



CONSTITUTION PARTY CANDIDATES FOR NOMINATION For Lieutenant Gos CYNTHIAL DAVIS 1006 HWY K O'FALLON, MO 63366 For Secretary Of Slate JUSTIN HARTER 1802 E. BROADWAY APT 3W COLUMBIA, MO 65201 For U.S. Representative District 4 GREG COWAN 20224 KENYON LN LEBANON MO 65536 CERTIFICATION

Stale of Missouri \$53.

Secretary of State)

For Sheriff DWAYNE CAREY Robin Carnahan, Sacretary of I, Hobin Carnanen, Secretary of DWAYNE CAREY State of the State of Missouri do 9860 E VEMERS FORD RD hereby castify that the foregoing is a COLUMBIA, MO 65201 If the and correct list, containing the For County Treasurer name and address of each person NICOLE GALLOWAY who has filed a writton declaration 115 CRESTMEHE AVF; of candidacy in my office and is COLLMBIA, MO 65200 entilied to be voted on at the primary election, together with a stelement DEMOCRATIC PARTY of the office for which he/she is CANDIDATES FOR ELECTION a candidate, the party he/she Columbia Ward 2 Committeeman represents and the order in which WILLIAM (BILL) CLARK 9006 CRACE ELLEN DR COLUMATIA MO 65202 Columbia Ward 2 Comm KHESHA DUNCAN

I further certify the foregoing party emblems of the Democratic, Republican, Libertarian and Constitution Parties, respectively, in SB00 SADDLEBROOK PL #207 COLUMBIA, MO 65202 Columbia Ward 3 Committeema GREG AHRENS accordance with Section 115.385, 1504 SYLVAN LN Revised Statutes of Missouri COLUMBIA, MO 55202

IN TESTIMONY WHEREOF, I Columbia Ward 4 Commi-heraunio set my hand and affits the Kar J CALLISON Seel of my office in the City of ColuMBIA, MO 65203 Jefferson, State of Missouri, this 25th Columbia Ward 5 Commi-Columbia Ward 5 Comm HOMER L PAGE day of May. 2012. (seal) 503 N BROOKI INF DR COLUMBIA, MO 65203

/s/ Robin Carnahan Secretary of State

Columbia Word 5 Committeewoman DEG MILLER 102 E, GREEN MEADOWS RD #6 COUNTY CLERK/ELECTION AUTHORITY CERTIFICATION COLUMBIA, MO 65203 I, Wendy S, Noren, County Clerk/ Hallsville Ward 1 Commit Election Authority within and for the THOMAS PAULEY Election Authority within and for the THOMAS PAULEY county of Boone do hereby certily 102 BERTIE ST that the above and foregoing is a HALLSVILLE, MO 65255 true and correct list as certified to Kally Twp Committeeman me by Robin Carnaban, Secretary of OLIN E, FUGRT, JR Stells, State Millionum Committeeman Stells, State Millionum Committeeman me by Hobin Carnahan, Secretary of CLIN F, FUGRT JR State, State of Missour, of the offices for which candidates are entitled to be voled for at the PRIMARY Physic Committeenomi ELECTION to be held August 7, 2012. 2050 S, ROBY FARM PH 2650 S. ROBY FARM RD ROCHEPORT, MO 852/9 IN TESTIMONY WHEREOF, I have JANICE FAABORG IN TESTIMONY WHEREOF, I nave JANICE FAABORG hareunio set my hand and affixed my 5300 W HATTON CHAPEL RD Seel. Done et my office this 29th day COLUMBIA, MO 65202 of May, 2012. (seal) Parcha Twp Committeeman (seal) HARINY FEIRMAN

(seal) /s/Wendy S Noren County Clerk/Election Authority

Perche Twp Committeewor NANCY LANGWORTHY 7301 N BOOTHE LN ROCHL-POHT, MO 65279

The following are the candidates for Rocky Fork Committeen nomination or election to be voted LINDA VOGT for at the Privary Election to be hold 10000 N RT 2 in Boone County, Missouri on the CFNTRAI IA, MO 6524 first Tuesday after the first Monday in August 2012, being the 7th day of August 2012, being the 7th day of August 2012, being the 7th day of CENTRALIA MO 65240

District 2





DON BORMANN 524 S MILES AVE CENTRALIA, MO 65240 LANCE ROBBINS 1550 E HWY 124 HALLSVILLE MO 65255 For Public Ac ministrato NORMAN LAMPTON 4002 B IMPERIAL CT COLUMBIA, MO 65202 JOHN D SULLIVAN 3403 SCOTT BLVD COLUMBIA, MO 65203 REPUBLICAN PARTY

CANDIDATES FOR ELECTION Columbia Ward 1 Committeeman MITCH RICHARDS 707 WASHINGTON AVE APT B COLUMBIA, MO 65201 STEVE ATHANS STEVE ATHANS 2012 W ASH ST, APT F-9 COLUMBIA, MO 65203 Columbia Ward 1 Committe GAITHA C ATHANS 2012 W ASH ST, APT F-9 2014 W ASH ST, APT F-9 COLUMBIA, MO 65203 Columbia Ward 2 Committe DALE PARMEH 3712 GALLANT FOX DR COLUMBIA, MO 65202 ANTHONY R. "TONY" LUPO 2312 SUNFLOWER ST COLUMBIA, MO 65202 Columbia Ward 2 Commit ALLISON A, LUPO 2312 SUNFLOWER ST. COLUMBIA, MO 65202 JENNIFER MURPHY 1806 AMERICUS DR. COLUMBIA, MO 65202 COLUMBIA, MO 65202 Columbia Ward 3 Comm NORMAN LAMPTON 4002 B IMPERIAL CT COLUMBIA, MO 66202 PHILIP C DOQLEY 3711 LANSING AVE COLUMBIA, MO 65201 IOHN DAVIS JOHN DAVIS 1103 MEHL RD APT 1 COLUMBIA, MO 65201 Columbia Ward 3 Committeew SARA WAI SH 4704 CLARK LANE APT 204 COLUMBIA, MO 65202 COLUMBIA, MO 65202 Columbia Ward 4 Committe FRED BERRY 2100 LIMERICK LN. COLUMBIA, MO 65203 Columbia Ward 4 Committee RACHEL FEI 2000 SUMUPON AVE 2012 SWINDON AVE 2012 SWINDON AVE COLUMBIA, MO 65203 Columbia Ward 5 Commi DAVID BRUCE CLARK 700 SUDBURY DR COLUMBIA, MO 65203 605 PEAR TREE CIRCLE 605 PLAR THEE CHCL COLUMBIA, MO 65203 C, BRUCE CORNETT 3510 AUGUSTA DR COLUMBIA, MO 65203 Columbia Ward 5 Commit NORMA CLARK 200 SILUBURY DR 700 SUDBURY DR COLUMBIA, MO 65203 Columbia Ward 6 Com RYAN M. HENRY TAN M. HENHT 1706 SUN CT. COLUMBIA, MO 65201 PYLOR WHITHAM 206 S COLLEGE AVE COLUMBIA, MO 65201

Columbia Ward 6 Com AMY R BREMER 2301 SILVER LEAF CT COLUMBIA, MD 05201 shland Ward 1 Commi BRIGHTTE PLISKA 506 N HENRY CLAY BLVD SOS N HENRY CLAY BIY ASHLAND, MO 65010 Ashland Ward 2 Committe Kitek ARNOLD 205 JOHNSON CT, ASHLAND, MO 65010 Ashland Ward 2 Committe MT JOCHS PAT JOENS PAT JOENS 509 DOUGLAS DR ASHLAND, MO 65010 Ashland Ward 3 Committee MIKE MCCUBBIN 409 BILLY JOE SAPP DR

ASHI AND MO 65010

410 E, HARRIS ST STURGEON, MO 65284 ELBA J ROARK 410 S OGDEN ST 410 S OGDEN ST STURGEON, MO 65284 Sturgson Ward 2 Committ JENNIFER L HOLLAND 402 N AUDRAIN RO STURGEON, MO 65284 Coder Two Committee Ceder Twp Committe MARY LOU GREEN 7701 E ZUMWALT RD HARTSBURG MO 65039 Columbia Twp Committeem AUSS WALKER 8101 DJSTY RHODES LN COLUMBIA, MO 65202 Katy Two Committeeman JON KLAAS JON KLAAS 7110 W RIVER OAKS RD COLLUMBIA, MO 65203 Missouri Twp Committeem MIKE ZWEIFEL 520 SACKETS RD COLLUMBIA, MO 65202 Missouri Twp Comm REBECCA MILLER 4801 SALEM DR GOLUMBIA, MO 65203 JENNIFER KEYZER-ANDRE 4716 SALEM DR COLUMBIA, MO 65203 Perche Twp Committeeman DAN C. JUDY 7300 N BELL RD. 7300 N BELL RD, COLUMBIA MO 65202 Perche Twp Committeewo PEGGY L, ESKLW 2550 W, OAK RIDGF DR COLUMBIA MO 65202 JULIE PATTERSON JULIE PALTERSON S601 W. WILHTE COLUMBIA, MO 65202 Rock Bridge Twp Committe TOM MENDENHALL 7300 QUANTRILL'S PASS COLUMBIA, MO 65203

Centrelia Ward 2 Committeeman

RALPH ROBERTSON

5 SUNRISE CIRCLE CENTRALIA, MO 65240

Centralia Ward 2 Committee CHHISTYNE ROBERTSON

CENTRALIA, MO 65240

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5 SUNRISE CIRCLE

JAMES COYNE 3612 W CAMPUS DR 3612 W CAMPUS DR, COLUMBIA, MO 65203 Rock Bridge Twp Committee ERIN NOLAN 4024 MEADOW LARK LN COLUMBIA, MO 65201 MAUREEN COYNE 2010 W CAMPUR DB MAUHEEN COYNE 3612 W. CAMPUS DR COLUMBIA MO 65203 Rocky Fork Twp Commit TIM BARTIN 4860 E O'REAR RD COLUMBIA MO 55203 COLUMBIA, MO 55202 Three Creeks Twp Commi TERRY L. SPICKERI TERRY L. SPICKERI 7925 S. BENNETT DR. COLUMBIA. MO 65201 Three Creeks Twp Committ JENNIFER K. BUKOWSKY 2140 E. BLUEBIRD LN COLUMBIA, MO 65201 LYNN ACTON

8002 S BARRY HD COLUMBIA, MO 65201



LIBERTARIAN PARTY CANDIDATES FOR ELECTION Three Creeks Twp Committe GREG RENNIER 10900 S HARDWICK LN COLUMBIA, MO 8520

State of Missouri) 155

Secretary of State)

L Wendy S. Noren, County Clerk L Wendy S Noren, County Clerk within and Ior the County of Beone do hereby cartify that the lengoing is a true and correct fish contening. The name and post office actives 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, togethe wilh a designation of the office for which he is a candidate and the party or principle he represents

IN TESTIMONY WHEREOF. have no sat my hand and ally the seal of said county. Elene at office in Columbia, this 29th day of May, 2012

(seal) /s/Wendy S, Noren County Clerk/Election Authority



DocuSign Envelope ID: 552B63A7-49E1-4DF4-A806-ABA8AD384D5B

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Lands offered for sale for taxes: Rem # 1 FENCL RONALD & ROBERTA Sec 05 T51 R12 Sec 05 T51 R12 210 E STONE ST Lts 13, 14, and W½ of L15 B26 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

ROBERTS ROBERT E & CATHERINE

L <u>111100123110</u> Sec 05 751 R12 400 S RUBY ST N 75.0° of Lts 9 10 11 12 & 13 B32 in City of Sturgeon as rec in Plat Book/Page 2/94 201667 5960.44 20178: \$705.96 Total: \$1,675.60

Kam # 3 WHIPPLE JOYCE

Ram # 4 HAYES CORINE GLADYS, HAYES DOROTHY MAE, TINDER CHOOLING, TINDER HELEN IRENE 13.209.02.214241.320 Sec 04 T51 R12 2014 Sec 04 151 R12 E MCDOWELL ST List 1 & 2 B14 in City of Sturgeon as shown in Plat Book/Page 2/95 2014 R: 560-766 2015 R: 5142.71 2016 R: 5124.57 2017 R: \$118.71 Total: \$993.65

Kern # 5 MONROE WILLARD H SR AND GEORGIA M 04.015.02.01.059.02 Sec 10.751.R11 418 N BARD ST Sec 10 T51 R11 418 N BARR ST W/s L12 & N/2 of W/2 L11 B6 of OT Centralia as rec in Book/Page 397/100 2016R: \$613.16 2017R: \$395.71 Total: \$1,008.87

 Nam
 6

 WHISLER JEFFREY & & MARGIE A
 44.12.90.1

 Sec 10 T51.R11
 204 E RAILFORD JT

 L5 825 in the Origi Town, now City of Centralia as shown in Plat Book/ Page 60/379
 20168: \$50.189

 20168: \$50.189
 20178: \$369.00

 Total: \$870.89
 20178: \$369.00

Kem # 7 FERRELL RHONDA & RICHARD CAMPBELL CAMPBELL 04-01-05-00-00-00 Sec 15 751-R11 421 S ALLEN ST L2 B1 G.M. Lease's Addm to City of Centralia as shown in Piat Book/ Page 81,420 20168: 564.88 2017R: \$418.05 Total: \$1,066.53

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 Rem # 9 BRETTHORST JERI DEAN Kenn 619 NICHOLS JASON W DS 10 JAC 11 2020 Sec 06 150 AR 12020 LIS 9 & 10 Bentwood Estades as bacen a tract in the NW-Sec 6 Statement of the NW-Sec 6 Sec 100 A 311 When part of LIO of Bentwood Estates rec in Pat Book/ Page 21/26 des as. Beg at the NE cor of said LIO: thence NB0*0300* adong the Eline of said lot, 322.00°: thence NB0*0300* 302.00°: thence NB0*0300* 302.00° hence NB0*0300* Sec 100 and ad lot, 406.00° then 00 and containing 3.0 acres as desc in WD Book/Page 3806/102 2015Ft 51.815.95 Johrs 15.85.15 MICHOS JASON W & ELIZABETH <u>52 CONSTINUENTS</u> Ser OB F50 R11 16870 N BENNWOOD LN Deeded 3.0. Acres Tract in NWA Deeded 3.0. Acres Tract in NWA Sec 6 T50 R113W, being part of L10 Bentwood Extates rec in Plat Deol/Page 21726 desc as: Beg at Deol/Page 21726 desc as: Beg at Deol/Page 21726 desc as: Beg at 000% Jong E these of said Ora 200% Jong E these of said Ora 200% Jong Const Sec 2000 405.001 there Monto 2000 Te 200% Jong Const Sec 2000 000 Jong Const Sec 2000 2000 Jong Const Sec 2000 Deoler Page 2217/861 2015F: 5804.51 2017F: 5636.63 Total: \$1.444.14
 Num P 10

 MATTBONSTEPHEN M & HEIDIS

 LS A M 46.0' LS in Daws SO of B1

 Morningside Addn to City of Centralia as shown in Pat Booky

 Page 5/56

 S/57 B2

 Olithin 14.422.50

 Toral: \$3.300.32
 CAST IRON LLC CAST IRON LLC N 212-07/35/95/00 Sec 15 T51.R11 703 SAPPINGTON ST L6 Campbel's SD of Biks 2 & 5 of Morningside Add to City of Centralia as shown in Plat Book/ Page 5/59 2016fit: \$1,648.86 2017fit: \$1,295.54 Total: \$2,944.40 Kom # 12 MCGUIRE MARK T III & JULIE A MCGDIRE MARK TILLS JOLE A Jan 2007 HEADS See 15 T51 R11 850 S JEFFERSON ST L36 Emerald Point SD in City of Centralia as shown in Plat Book/ Page 37/66 2016ft: 53,290.43 2017ft: 52,683.73 Total: \$5,974.16 HEUER JAMES A & TAMMY D HEURE JAMES A & TAMMY D MC ML 22 (24) Sec 12 T50 R13 15471 N DL HWY 63 N Tract 1 of McGiasson SD as shown in Plat Booky Page 11/299 2016; \$753.75 2017; \$1:066.09 Total: \$1.819.84

CAMPBELL CHARLES F & LAURA B

Total: \$1.5.19.84 For 3.4 PERKINS GERALDINE & DANIEL BERKY 42.157.27.27.151 Sic 27.150.R13 Decide 2.34 Acres Tract In SEV and Sic 0.27.27.150.R13 Decide 2.34 Acres Tract In SEV and Sic located in 1500.R13.W2 & being a part of Sur rec Book/Page 356-425 and desc as: Beg at a point shown by said Sur Book/Page 356-A25 as being 48: the Children M13/ 29.427 the Children M13/ theore S16'54E along E line of said Sur 29.498 thence learning said Surreys E line S13'1/4350W 295.897 to 5 line of Sur 74.350 Sur 800/Page 356-425 Line of Suid Sur Book/Page 356-425 Sur Book/Page 356-331 20.667.531 20.67.53

Rem # 15 KN0X CHARLOTTE MCKENNEY & GREGORY S KN0X (4) Sw4 (5) (2) (2) Sec 36 T50 R13 10050 N HW1 W 11 Societies 35 was shown by Plat 11 Societies 35 was shown by Plat 11 Societies 25 A1.31 20178: \$2 2605.87 Total: \$4,600.18

Item # 16 BELLSHARD HOLDINGS LLC

BELISHARD HOLDINGS LLC <u>Jr. St. 7 - VA. 927 / Br.</u> Sec 13 750 R12 100 N RTE B L1 in Original Town of Halisville as rec WD Book/Page 3278/100 2016R: \$1.957.16 2017R: \$1.732.70 Totat: \$3,689.86

tem # 17 JOHNSON CATHERINE M & EBEN R JOHNSON CATHERINE M & BEBN R <u>JT705247943134</u> Sec 32 T50 R12 3500 E MT ZION CHURCH RD Deeded 8.0. Acres Being an 8 acre tract located in NEW SEVA Sec 32 T50N R12W shown as Tract 5 of Sur Book/Page 1400-936 2016R: 567922 2017R: 5525.77 Total: \$1,204.99

Item # 18 COATS WESLEY DALE Rem # 25 HOUSE DEVON & HOLLY HARRISON COAIS WESLEY DALE 31*53-62 0190111 Sec 25 750 R12 11800 N HECHT RD Deeded 5.0 Acres Tract in Sec 25 TSON R12W dees as: Tract in 5 Sur Book/Page 1107-374 20168: \$444.150 2017R: \$312.98 Tota: \$754.48 Sec 11 T49 R13 815 W COLCHESTER RD

NCHOLS JASON W

Item # 20 NICHOLS JASON W & ELIZABETH

Item # 21 BECKHAM ASHLEY

L1 Pounds Place SD as shown in Plat Book/Page 36/17 2016R: \$3,958.18 2017R: \$3,290.88 Total: \$7,249.06

 Itam # 27

 MURPHY CAR.

 1-40:1 (30:45-52)

 Sec 10 749 R13

 WHATTON CHAVPEL RD

 A tract of land containing .27 acress located in sec 19, 749, R13 more particularly desc as Tract 5C of Sur Doo/Vrage 945(950) crec as Tract C in QTCL Book/Page 4563/74.

 VDL5F: S350.042, 2016F: S36.26 2017R: \$42:40
 Total: \$429.08

Rem # 28 MURRAY PHILLIP A Sec 20 T49 R13 Sec 20 T49 R13 6125 N WIRRAY LN Deeded 2.53 Acres Tract in NWV4 of Sec 20 T49N R13 shown as Tract 1 of Sur Book/Page 3339/26 2016ft: \$3,025.88 2017ft: \$2,98.85 Total: \$5,524.73

Rem # 29 ERICKSON SEAN E

Sec 22 T49 R13 5375 NONEAL RD A part of SWK SWK Sec 22 T49 R13 desc by Sur Book/Page 418-1, excepting, therefrom all the part thereof desc to Deed Book/Page 739/520 as rec in BD Book/Page 4276/105 2016R: \$2,096.38 2017R: \$1,092.94 Total: \$3,789.32

tum # 30 JOLLEY GARY R & JULIA M <u>11-0777441117847</u> Sec 24 T49 R13 5711 N HWY 763 Tract in EV/ of SEV of Sec 24 T49N Tract in EV of SEV of Sec 24 T49N R13W, as shown & desc by Sur Book/Page 497-827, as rec WD Book/Page 191/540, except part conveyed to State of MO as rec Book/Page 3192/66 2016ft \$2,393.95 2017ft \$1.892.84 Total: \$4,286.79

Rem 21 BC-SIAM SHEP BC-SIAM SHE Item # 31. CRUTCHFIELD DANIEL D & DEBRA J

Charles David David D a Debra 7 11:52 - 1302 - 1302 Sec 13 749 R13 7650 N HWY W L1 Crutchfield SD as shown in Plat Book/Page 38/41 2016R: \$42:69 2017R: \$388.36 Totat \$811.05

Rem # 32 CRUTCHFIELD DANIEL D & DEBRA J CRUTCHFIELD DANIEL D & DEBRA J 11:092:17:01 x92:00 Sec 13 T49 R13 7630 N HWY W L2 Crutchfield SD as shown in Plat Book/Page 38/41 2016R: \$2,667.32 2017R: \$2,315.52 Total: \$4,982.84

Kan # 22 QUISSNEERRY RICHARD L III Lt. 1.4 D. 127.127. Sec. 13 TS 0.7 81. 9150 E HWY 00 Beeded 10.0 Arres Tract in SEV of Sec. 13 TS 01 R11W desc as: Beg at Key of Sec. 13 TS 01 TS 01 Hunce N90'00W. 136.4 201 Hunce N90'00W 136.4 11W. 70 W. 371.85, Hunce S60'01E 33.27' to N R0W of Re'00' 0 S R0W of Re'00' & POB Hunce N90'Re'00' & POB Hunce N90'Re'00' & POB Hunce N90'Re'00' & POB Hunce N91'R' N1A''. Hunce S83' 17W 264.39' to Rne N00' A FOB Hunce S10'46E 33.46' Hunce S10'46E 370'82' to Happarent V. Sec line. 570'82' Hunce N14'E 33.36' thence S10'46E sold S10'8' A S3.56' thence N00' 04'E 983.39' to S R0W of Re'00' Ad S3.66' the chool of curve hence along and VS Ce line N00' 04'E 983.39' to S R0W of Re'00' Ad S0.27' to the apparent V. Sec line. S0' Ad S0' Ad S2.55' Ad S0' Ad S0' Ad S0' Ad S2.55' Ad S0' E 30.33' to POB as rec WD Booky Booky Page 442:558

Kem # 39 CALLAWAY BANK THE 11:001 20:00:00:00 Sec 26 T49 R13 Sec 26 T49 R13 4989 N CLEARVEW RD A tract of land containing 10.0 acres, m/l, located in the EV, NEW, Sec 26 T49M R13W as shown and desc by Sur Book-Page 1549-70 2016R: \$218.05 2017R: \$47.72 Total: \$265.77

Page 942/527 & Store... Book/Page 442-558 2016R: \$698.79 2017R: \$526.21 Total: \$1,225.00

Ham # 23 HARRISON TONY & STEVEN HARRISON

Item # 34 WIEDMIER CHRIS & DANIELLE MEDWER CHRIS & DANIELLE 1149-0.4 (VASCADE) Sec 26 149 R13 CREASYSPHINGS RD Deed 1.86 Acres A tract of land known as the 'Lagoon Tract' as shown and desc by Sur Bouk/Rage 497-894 and located in the NEVA NWVA of Sec 26 1494 R13W and being a part of Insc1 28 J. Raylengi Book/Page 11/193. Reserving bowever to the Boone County Regional Sewer District permanent sanitary sever assement and 50.0 wide access easement to county Regional Sewer District permanent Deed Book/Page 4353/133 2016R 51670 2 2017R: \$20.06 Total: \$187.11 Sec 32 T50 R11 10400 N FLYNT IN Deeded 2.18 Acres being Lts 1 & 2 of Tract D of Hartley Properties as shown in Plat Book/Page 11/12 2016ft: \$1,060,92 2017ft: \$882.81 Total: \$1,943.73

Ram # 24 X4201-1051-02111 Sec 0.1 749 R13 9030 CREEKLAND DR Deeded 1127 Acres being Its 1 & 2 of Sur ce in Box/Page 1135-63. said sur being Its 164 of SEV of 5EV o

NGUYEN PHUONG T Sec 25 T49 R13 4980 N SHALIMAR CT 4980 N SHALIMAR CI L30 B1 Shalimar Gardens as shown by Plat Book/Page 11/126 2016R: \$2,886.19 2017R: \$2,369.67 Total: \$5,255.86

Hom # 36 MCGEE MARK

Sec 04 T49 R12 Item # 37 JOLLEY GARY R & JULIA M

Hean 837 JOLLEY GATY R & JULIA M <u>10.1176</u>, <u>10.1176</u> 2017R: \$1,435.88 Total: \$3,106.07

WALKER STEVEN (ESTATE) Brown Station N pt 19, E pt 20) 2016R: \$568.07 2017R: \$420.99 Total: \$989.06

NGUYEN NGOC B & JASMIN

 No.1 (149)
 No.1 (149)

 Sec 11 (149)
 No.1 (149)

 G200 E OREAR DD
 L22 B1 Hillview Acres SD as shown in Plat Book/Page 10/79

 D1661: \$610.03
 20178: \$419.38

 20175: \$758.64
 Total: \$1,797.05

tom # 40 LINZIE JAMES R AND CATHERINE A

Sec 20 T49 R12 Sec 20 T49 R12 5901 N TERESA DR L59 Gragory Heights Adn #2 as shown in Plat 800K/Page 9/7 2016ft: \$1,430.07 2017ft: \$1,090.46 Total: \$2,520.53

tom # 41

Sec 20 T49 R12 6004 N KENT DR A+8 L78 Gregory Heights SD Addn #3 Replat 1 as shown in Plat Book/ Page 10/37 2016R: \$1,312.63 2017R: \$1,005.06 Total: \$2,317.69

R& LINVESTMENT HOLDINGS LLC

R & L INVESTMENT HOLDINGS LLC 14 11-20-2-1535 Sec 20 T49 R12 2510 F OLKBROOK DR A+B L22 Morris SD #2 as shown by Sur Book/Page 388-70 2015R; \$418,65 20155; \$811.83 2016R; \$65.24 20155; \$684.12 2017R; \$67.48 20175; \$489.21 Total; \$2,536.53

NGUYEN PHUONG T

Itam # 44 BUTLER MICHAEL R & HEATHER D Borter Michael R & He 22 Att Add Alexan Sec 30 T49 R12 2002 LONGSTREET DR L655 Plat #6 Arcadia SD in Plat Book/Page 34/26 2016R: \$2,006.43 2017R: \$3,454.80 Total: \$5,461.23 SD as shown

DocuSign Envelope ID: 552B63A7-49E1-4DF4-A806-ABA8AD384D5B

Kem # 45 MCSRIDE BONNIE J MLB-MIDE BONNIE J 12.102.01 × U.2 m Sec 31.149.R12 4001.C17K10N DR L27 Beimont Village Plat No. 2 as shown by Plat Book/Page 27/19 2016fi: \$1,382.99 2017fi: \$2,531.74 Total: \$3,914.73

Rem # 48 SPICER DONALD R & ROSALIE A Sec 31 T49 R12 1501 SECRETARIAT DR L13 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

NGUYEN NGC: B JSX72.207.050-06 Sec 27 749 R12 5911 E ELDER DR Lts 1&2 Southern View Acres SD as shown in Plat Book/Page 10/90 2016f: \$414.05 2016f: \$414.37.23 2017R: \$192.84 Total: \$2,044.12

Item 740 COLUMBU BASS PROPERTIES LLC $12 \pm 1.4 \times 0.50 \cdot 72 \cdot 73$ WOODARD DR A tract of land located in the SW4 of Sec 33 T49N R12W and desc as: beg at 5% cord 112 h driver Sb tee along E line of said plat. NO0736%, 755.0°: thence leaving said line, 5753116; 1.9° to W ROW of Woodard Dr. thence following said ROW along 30.0° curve to right. 59.5°; thence continuing said soft ROW along 30.0° curve to right. 59.5°; thence continuing said ROW, 500726°W, 735.4° to NE cord Centerstate Pat 12-28 rec in Plat Book/Page 4546/134; thence along Nine of said plat. NB9734W, 24.6° to the POB 2016F; 3451.57 2017R; \$19.82 Tous: 5471.39 Item # 48 COLUMBIA BASS PROPERTIES LLC

IACKSON XAVIER 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

Kem # 50 SMITH JERALD WINFRED & MARY SHIRLEY SHIRLEY 5c 33 T49 R12 4619 OAK VIEW DR E 28.0° L34 & all L35 of Oakview Terrace SD as shown in Plat Book/ Pade 7/51 Terrace SD as show Page 7/51 2016R: \$1,528.64 2017R: \$1,804.55 Total: \$3,333.19 Rem # 51 BARRINGHAUS LARRY E & CONNIE

Kem # 52 HENIGAN MARK H & SANDRA S HENIGAN MARK H & SAN Sec 01 T48 R14 2300 N HAWTHORN DR L23 of Rollingwood SD a Plat Book/Page 10/10 2016R: \$2,174.46 2017R: \$1,752.33 Total: \$3,926.79 as shown in

Itom # 53 STOVER MARK E 510/cm MMAR E 22121/22121 Http:// Sec 02 748 R14 8206 W TRALS WEST DR L37 Trais West SD Pat 1 as shown in Pital Book/Page 10/101 2016ft \$1.619.48 2017ft \$1.279.43 Total: \$2.896.91 33

 Name
 6.4

 DUREN MARGARET V (ESTATE)
 Control (10,12,02)

 Sec 03 748 R13
 ROSECUFE PD

 L15 of Roseciff SD of a part of the SW4, SW4, Sec 3 7480, R13W as ree Part Book/Page 5/20
 SUGR: \$37.44,4

 2016R: \$37.44,4
 2017R: \$26.49
 Total: \$200,93

Rem # 55 SNIPES J.L 19.53.3.41.2.21.5.24 Sec 11 T48 R13 71.3 HUNT AVE L47 Alamo Piace SD as shown in Piat Book/Page 3/34 2016R: \$756.48 2017R: \$516.97 Total: \$1.273.45

Rem # 56 PAIGE EVELYN L & DENNIS E PAIGE EVELTY L & DENNIS E 26 ± 3 ± 0 (20 ± 3 ± 1) Sec 11 T48 R13 513 W SEXTON RD 14 Mikels B0 of Lts 83, 84, 85, 88, & W% Lts 86 & 87 of Garths Addn to City of Columbia as shown in Plat Book/Page 2/9 Book/Page 2/9 2016R: \$791.93 2017R: \$757.12 Total: \$1549.05

Sec 12 T48 R13 Page 4/6 2016R: \$927.79 2017R: \$1,010.86 Total: \$1,938.65
 Num # 53

 HICKEM PATRICIA DEANNE, IDEBRA

 HICKEM PATRICIA DEANNE, IDEBRA

 JULIA DENISE HICKEM,

 JULIA DENISE HICKEM, tem # 69 BEACH MARY H <u>IFSLA (JACACE)</u> 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
 Rem. # 70
 WOLF ROWED PROPERTIES LLC

 15_412_07_58.55_51
 Sec 12 748 R13

 908 N SEVENTH ST
 Soc0 N 14 Ballew's SD 13.25

 acres in W pant NEW NEW Kes 12
 T48N R13W, as shown in Piat

 Book/Page 1.715, tract, fronting W
 This 15.0.0* & running back E Lo

 E line of said L 4a shown in Sur Book/Page 1.274
 20187; \$908.35 2017; \$620.84

 Totle; \$1,529.19
 Soc0 R2

HALL SONIA

Kem # 61 WREN CHARLES & TERESA WREN CHARLES & TERESA 15.11.75.1.43/CD Sec 12 745 R13 1107 GRAND AVE N37' of L93 Gutar's SD & Park Addn as shown in Plat Book/Page 1/16 20168: \$\$45.13 2017R: \$575.03 Total: \$1,418.16

Ken # 62 KEY RUBYN AND CLEMENTINE Le 317 (9 21 283)2 Sec 12 T48 R13 15 FOURTH AVE 15 FOURTH AVE L23 Guitar's SD & Park Addn to City of Columbia as shown in Plat Book/ Page 1/16 2018R: \$348.81 2017R: \$484.64 Total: \$833.45

ALLEN DOROTHY L

Sec 12 T48 R13 18 FOURTH AVE 18 FOURTH AVE L16 Guitar's SD & Park Addn to City of Columbia as shown in Plat Book/ Page 1/16 2018R: \$1,079.99 2017R: \$765.62 Total: \$1,845.61

Book/Page 1/16 2016R: \$889.28 2017R: \$317.72 Yotal: \$1,207.00 Kem # 65 KINKEADE GREGORY CHARLES

NINE RADE CREGORY CHARLES 16.17 - 00.2 NSAD Sec 12 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 150.0° (145 in J.3.2 NSAD in N16 N 150.0° Page 411.47.3 2016R: \$1.266.27 2017R: \$30.066 Total: \$2.197.13

Rem # 66 BRADFORD DELORES A

Nem # 87 RICHMOND EWELL THOMAS BIRCH BROWN, JUNITA WALKER, OPAL DIXON, GRACE CURTISS, MAXINE HOWARD, ARENE BROWN, IDA AYERS, HESTER CHEATUM, ELLA ULMER, SARA DUEL, LAVENA GALBREATH, GEORGE BROWN, JR. STANLEY BROWN, IBMA WRIGHT, PHYLIS FLOWERS, ELORIA GANT, ERNEST JONES, ND ALICE WILLIAMS BROWN 15 42-2003; OXIS, DM WILLIAMS BROWN 16.3.5.30-10-01-00 See 12 T48 R13 215 W WORLEY ST E 50.0° Lt5 9. 10 & 11 Alex Bradford Jrs. SD of L30 Garth's Addn as shown in Plat Book/Page 1/30

Addn as Shown and 1/30 2016R: \$775.18 2017R: \$694.10 Total: \$1,469.28

RAPP RODNEY & LORI

trass president estate

Item # 71 BELAKA JOHN A

Sec 11 T48 R13 318 N WEST BLVD

Kauf # 72 KAUFMAN KEVIN LP 218 N. Op. 0, 1 //// Sec 11 T48 R13

318 N WEST BIVD L2 83 Western Heights, a SD of Lis L3 81 4, 15, 16, 17 and the N Part L2 83 U, inclusive of Garths SD of Garths Addn to the City of Columbia as shown in Plat Book/ Page 514/346 Page 514/346 2016Ft \$1,447.16 2017Ft \$1,009.41 Total: \$2,546.57

Sec 11 748 R13 510 W WORLEY ST L10 Smithton Addn to City of Columbia as shown in Plat Book/ Page 1/45 2016fr. \$1,236.08 2017fr. \$506.28 Total: \$2,141.36

Rem # 73 CLARK CHARITY LISZIR 0:CASC: BLOC Sec 11 T48 R13 419 ALEXANDER AVE L176 Smithton Addn to City of Columbia as shown in Pat Book/ Page 1/45 2016; 5:706.358 2016; 5:705.91 Total: \$1,839.49

Item # 75 LEONARD SARAH (LEWIS)

A second second

 Image
 78

 ABDULLAN SAM N & DONNA L
 1/2/16/07/2016/31

 See 20148 R13
 4502 CAGE PL

 4502 CAGE PL
 1/2/16/07/2016/2019

 Shown in Piar Boox/Page 29/19
 20168: \$3,134.02

 20178: \$2,685.57
 Total: \$5,769.59

Kem # 79 SYDNEY GRAY PROPERTIES LLC SYDNEY GRAY PROPERTIES LLC 4.11/2.0241.21 Sec 20 T48 R13 1509 S WATERFORD DR L112 Georgetown SD Plat No. 4 as shown in Plat Book/Page 11/114 2016ft: \$2,234.57 2017ft \$18,04.58 Total: \$4,039.15

Kem # 80 SQUIRES DANIELLE

Rom # 81 BOT DIVIE L Sec 15 T48 R13 S44 W BRIARWOOD LN Tract being the N 83.0° Tract 4 & the S 15.0° Of Tract 3 B8 of the S 15.0° Of Tract 3 B8 of the S 15.0° Of Tract 3 B8 of Page 522/455 Page 522/455 2016R: \$2,731.20 2017R: \$2,731.20 2017R: \$2,750.28 Total: \$4,881.48

KAY RAYMOND L KAY RAYMOND L 15 '16' '0' 26 (28:00) Sec 15 T48 R13 207 W BRIARWOOD LN 15 87 of Rockingham Place Addn as shown in Sur Book/Page 3832-92 2016R: \$2,675.15 2017R: \$2,111.11 Total: \$4,786.26

ROWDER ALLEN C & ALISON J BROWDER Sec 15 T48 R13 Sec 15 T48 R13 2200 ROLLINS RD L64 Lakeshore Estates SD in SW4 of Sec 15 T48 R13 as shown in Plat Book/Page 7/26 2016ft: \$4,229.12 2017ft: \$4,347.75 Total: \$7,666.87

Rom # 64 BUSSEN KEVIN L BUSSEN KEVIN L 502 0 2, 535 80 Sec 14 148 R13 1008 SUNSET UN L23 L5 Backus SD as shown in Plat Book/Page 3/18 2016ft; \$1,205.69 2017ft; \$879.76 Total; \$2,085.45

km 814 SRNETI KATTERINE SCIED. 2015 SCIED Kem # 85 MCDONALD MICHAEL TODD & KATHERINE A Sec 13 T48 R13 Sec 13 T48 R13 302 W 8R0ADWAY 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 Park (Hare 3 49 Book/Page 3/8 2016R: \$2,197,82 2017R: \$1,724.46 Total: \$3,922.28

Rem # 66 OFFICER STEVEN WILLIAM 0/FIGER STEVEN WILLIAM Sec 14 748 R13 1403 ROLLINS RD L14 Sunset Hill Addn #7 as shown in Plat Book/spage 5/36 2016ft: \$2,997.90 2017ft: \$2,407.40 Total: \$5,405.30

 $\begin{array}{l} \textbf{kem f75} \\ \textbf{LEONARD SARAH (LEWIS)} \\ \textbf{int ELANARD SARAH (LEWIS)} \\ \textbf{int ELANARD SARAH (LEWIS)} \\ \textbf{int ELANARD SARAH (LEWIS)} \\ \textbf{issee 12 748 R13} \\ \textbf{16 PENDLETON ST} \\ \textbf{Panr of L47 Gantha Addn to the City of Columbia desc as: Starting at the With cord Sald L47; hence with the N' woord Sald L47; hence with the polarite to the there as the Sald to an iron; thence S 81.0° to an iron;$ Nu:Son JOSHUA LINWOOD <u>NU:Son JOSHUA LINWOOD</u> <u>N:R08-00-1-050/00</u> Sec 14 748 R13 1414 STANDREW ST L18 B4 Westwood Manor SD as shown in Piat Box/Page 5/33 20159: \$1.468.72 20179: \$1.109.72 Total: \$2,578.44

tem # 89 HARRISON KAYTINA M REVOCABLE LIVING TRUST 54: 527-521 Sec 34 T48 R13 4104 FALL RIGGE 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

Norm # 90 HARRISON KAYTINA M REVOCABLE LIVING TRUST LIVING TRUST 16 6:270-02 7:8 5:1. Sec: 34 T48 R13 4806 NEWCASTLE DR L66 Piat 4 Heritage Meadows SD as shown in Piat Book/Page 32/36 2016R: \$3,830.95 2017R: \$3,189.14 Total: \$7,020.09

Kem # 91 LAMONDA JUSTIN & NATALIA

Sec 28 T48 R13 Sec 28 T48 R13 2950 W PICKET POST 5T L22 and W 55.0° of L22 of Hunters Ridge SD as shown in Plat Book/ Page 25/2 2016ft: \$13,765.30 2017ft: \$11,802.92 Total: \$25,568.22

Item # 92 RILEY LISA M & BRUCE A LUXON RIEFLISA M & BRUCE A LUXON 15/05 / Jones 13,1 Sec 25 / Jak R13 443 F0XFRE DR Unit 4-6D of Fosfire SD - Repiat 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 Sec 35 T48 R13 Sec 35 148 R13 210 APPLE TREE CT L8 B2 Cedar Lake SD as shown in Piat Book/Page 11/201 2016ft: \$3,100,93 2017ft: \$2,518.471 Total: \$5,615.64

Ren # 64 MAY THOMAS E & ESTELLE L 2.156:07 - 2.157 Sec 06 r48 R12 2027 HOLV VE Tract located in NEVA Sec 6 r48N R12W in City of Columbia desc as: Beg at NE cor of Sec 6, thence 5 along division line between Sectors 5 & 6. 1004.07 therce W along Vandwer 40, 725.07 to POB for Sur; thence N (along 4, with W W 15:00" thence 5 20,04" thence E 150.07 to POB containing 1 acte s shown by Sur Book/Page 237-140 as rec TD Book/Page 3457/102 2016F: \$16,847.54 2017F: \$14,068.63 Totat: \$30,916.17

Rem # 95 GARAY-CONTRERAS JOSE LUIS GARA7-CONTIERAS JOSE Sec 05 148 R12 2503 WILLOWBROOK CT L52 Neiwood SD as sho Book/Page 6/51 2016R: \$1,409.86 2017R: \$1,463.91 Total: \$2,873.77 wo in Plat

TRENT REAL ESTATE LLC

Rem # 97 NGUYEN NGOC B & JASMIN S NGUYEN NGOC 8 & JASMIN S 12-12-04/c oxid:12-0 Sec 06 T48 R12 1201-1207 LARH CT Lts 12.3 & 4 of Valley High SD, a revised part of L52 of E C Moore's SD as shown in Piral Book/Page 7/2 2016R: 18,221.67 2017R: 16,780.91 Total: \$15.002.58

Total: \$33.008.8

tam # 98 MATTISON LAURIE S REVOCABLE TRUST

TRUST 100 19 Sec 05 r48 R12 2414 QUAIL DR E51 White Gate SD 2nd Addn in City of Columbia as shown in Plat Book/ Page 7/45 2016F: \$1,802.63 2017F: \$1,399.23 Total: \$3,201.86

Rem # 100 PONZER JACQUELINE # POINCER INCOMENTAL Sec 04 T48 R12 2110 MEADOWWALE CT L2 of Meadowvale SD in City of Columbia as shown in Plat Book/ Page 7/48 2016ft; \$596.94 2017ft; 13.38.84 Total; \$2.280.78

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Rem # 101 COWPER LORENE (SMALL)	Rem # 105 EVANS CHELSEA & WILLIAM	Rem # 109 PADBERG THEODORE JAMES	Rem # 113 SULLIVAN JOHN J	BRETTHORST JOE & DIANA
Sec 04 T48 R12	STOCKWELL	17.4 (* 010, 007,7) Sec 18 T48 R12	Sec 04 T47 R12	Sec 05 T46 R12
4609 RICE RD	Sec 11 T48 R12	103 FYFER PL	6200 S GANS CREEK RD	3470 E BIGGS RD
L3 R.E. Rice-Murrell Wilson SD as desc by Sur Book/Page 343-110	506 WALDO CT L53 B1 Fairway Meadows SD as	L7 B4 Gentry's Revision of a pt of Fyfer's SD of Fyfer's Addn to the City	Deeded 4.50 Acres Tract in Sec 4 T47N R12W desc as: Beg at an	Deeded 2.50 Acres A tract of land in the E ¹ / ₂ NE ¹ / ₄ of Sec 5 T46N
and being part of Tract 3 of Sur	shown in Plat Book/Page 10/2	of Columbia as shown in Plat Book/	iron, Point #1, the SE cor of a	R12W being part of Sur Book/Page
Book/Page 279-537 as rec in QTCL	2016R: \$2,822.48 2017R: \$2,306.05	Page 4/39	previous Sur Book/Page 343-101;	992-614 and desc as: Beg at the
Book/Page 473/10 2016R: \$999.63 2017R: \$692.43	Total: \$5,128,53	2016R: \$1,166.54 2017R: \$862.72	thence N 363.0' to iron Point #2. thence E 60.0' to iron. Point #3,	NW cor of said Sur, thence along the N line of said Sur, N88°04'00"E
Total: \$1,692.06		Total: \$2,029.26	thence S 363.0' to iron Point #4.	84.56'; thence continuing along N
			thence N89 '54'W. 60.0' to POB & containing 0.50 Acres m/l as shown	line of said Sur. S86°21/00"E 285.69'; thence around a curve to
			in Sur Book/Page 388-692. Also:	the right of radius 82.00' and
			Tract in SW¼ Sec 4 T47N R12W desc as: Beg at SW cor of Sec 4;	length 103.93' with a chord bearing S50°02'24'E 97.11' to the E line of
			thence N 728.0' to iron & POB.	said Sur; thence along the E line of
	kam # 106		thence N 363.0' to iron: thence E 120.0' to iron, thence S 363.0' to	said Sur, S00°00'00"W 31.80"; thence S37°44'40"W 187.80";
	BLY STANLEY & VELLA M		iron; thence N89°52'W. 120.0' to	thence \$79°00'00'W 218.00';
Prov # 400	1- +13-11-0133-0 J Sec 11 T48 R12	item # 110	iron & POB containing 1.0 Acres m/	thence N88°54'00'W 101.00' to
Rem # 102 BERRY AUDRA K	303 HOGAN DR	PHILLIPS ASHLEY S & CHRISTOPHER A STEPHENS	I as shown in Sur Book/Page 343- 101 and rec Book/Page 3467/25	the W line of said Sur, thence along the W line of said Sur N02°43'00'W
AL & COL 12 222.00	L35 & part L36 B4 Fairway	17 42. 5 0. 0. 300	and QTCL Book/Page 3466/74.	298.00' to the POB
Sec 03 T48 R12 15 COMANCHE CT	Meadows SD as shown in Plat Book/Page 10/60, and that part	Sec 18 T48 R12	Also, 3.0 Acres m/l being particularly desc as: Beg at SW cor	2016R: \$807.55 2017R: \$1,208.94
L51 B1 Indian Hills SD as shown in	L36 being desc as: Beg at the NE	111 FYFER PL L10 B4 Gentry's Revision of a part	of Sec 4 T47N R12W; thence N00°	Total: \$2,016.49
Plat Book/Page 9/19 2016R: \$926.03 2017R: \$661.75	cor of L36; thence along N line of L36. 120.0', thence S along W line	of Fyfer's SD of Fyfer's Addn to City	35'30"E along W line of said Sec. 728.35' to NW cor of the 4.15 acre	Nam # 116
Total: \$1.587.78	of L36. 10.0" thence E 121.0' to	of Columbia as shown in Plat Book/ Page 4/39	tract shown in Sur 1265-510, being	HULETT DYLAN KRISTOPHER
	POB as rec WD Book/Page 532/548	2016R: \$1,939.94	the SW cor of a 1.0 acre tract, shown in Sur 343-101; thence	1 42 1 9 02 20 Sec 19 T46 R12
	2016R: \$2,185.31	2017R: \$1,515.02 Total: \$3,454.96	S89 04'50"E, along line between	2340 E CEDAR TREE LN
	2017R: \$1,770.02 Total: \$3,955.33	10100 00,10100	tracts, & the S line of a 0.5 acre tract, shown in Sur 388-692, a total	Deeded 0.5 Acres A lot 105.0'N & S by 210.0'E & W in SW cor of N ¹ / ₂
	10(8), \$5,855,35		of 183.15' to SE cor of said 0.5	of 43 Acres being that part of 51/2
			acre tract being POB. Thence NOO*	NE¼ of Sec 19 T46 R12 lying E of Public Road as rec WD Book/Page
			41'00"E. along line between last said 0.5 acre tract, and said 4.15	2802/62 and QTCL Book/Page
Nem # 103			acre tract, & E line of a 2.0 acre	4069/38 2016R: \$857.30 2017R: \$607.86
STRABALA JEREMY LYNNE			tract shown in Sur 400-702, a total of 847,95' to NE cor of said 2.0	Total: \$1,465.16
10/12 0-01/E c.7: Sec 03 T48 R12	Kem # 107	item # 111	acre tract, being the NW cor of said	Hem # 117
5602 E PINEHURST LN	BUCKMAN EMMA JEANNE	GREENUP ERNEST WAYNE	4.15 acre tract, thence S89"22'30" E, along N line of last said tract,	RICE ALMA
L3 of the Plat of Tract 23 of Lakewood Estates as shown in Plat	17.313 11 N. 151.31 Sec 11 T48 R12	18 102 15 - 2 × 3.00 Sec 05 T48 R11	146.0' to NE car thereof, thence	Sec 15 T46 R12
Book/Page 11/178	800 DEMARET DR	10515 E SERENITY CIR	S00 '35'30"W. along E line of said 4.15 acre tract 890.70', thence	306 E BROADWAY
2016R: \$1.643.68	L23 B4 Fairway Meadows SD as	L11 Meadow Village as shown in Plat Book/Page 10/105	N89:04'50"W. 147.43'. thence	Tract 2 Rice's SD Plat 2 in City of
2017R: \$1,292.14 Total: \$2,935.82	shown in Plat Book/Page 10/60 & Replat Book/Page 10/120	2016R: \$1,536.88	N00°41'00°E. 42.0' to POB & containing 3.0 Acres m/l as rec WD	Ashland as shown in Plat Book/ Page 31/23
	2016R: \$2,370.86	2017R: \$1,199.53 Total: \$2,736.41	Book/Page 3467/27 & 3467/26	2016R: \$1,851.21
	2017R: \$1,922.69 Total: \$4,293.55	1000.02,100.41	2016R: \$1,351.68 2017R: \$1,014.20	2017R: \$1,466.27 Total: \$3,317,48
			Total: \$2,365.88	
				CAMEO INVESTMENT PROPERTIES
				LLC 21 2 10 11 01 02 39
				Sec 35 T46 R12
				6321 E GILMORE LN
HAUBNER ROGER & THERESA	Kem # 108	item # 112	Rem # 114	L2 of Gilmore Woods SD, a minor plat, as shown in Plat Book 47/17
11 229 10 01 (#1 00	BUCKMAN EMMA JEANNE	COUNTS MELISSA SCOTT	YOUNG MARIE & BRYAN	2016R: \$963.99 2017R: \$691.68
Sec 10 T48 R12 500 N CRATER LAKE DR	17.345 4.71.113.36 Sec 11 T48 R12	Sec 10 T47 R13	22 • 3 45 • 2 01 Sec 26 T46 R13	Total: \$1,655.67
L50, except the N 10.0' of thereof,	758 DEMARET DR	1690 W AMOS DR	701 W CEDAR TREE LN	Brian McCollum Collector of Revenue
of Lake of the Woods SD Plat 1 as shown in Plat Book/Page 11/20	L48 B2 Fairway Meadows SD as shown in Plat Book/Page 10/21	L57 Cedarbrook SD Plat 1 as shown in Plat Book/Page 10/23	Deeded 2.51 Acres Tract in SE¼ of Sec 26 T46N R13W as shown in	Boone County, Missouri
2016R: \$2,337.32	2016R: \$2,380.40	2016R: \$1,739.19	Plat Book/Page 2436/110	Insertions: Columbia Daily Tribune
2017R: \$1,893.62 Total: \$4,230.94	2017R: \$1,922.69 Total: \$4,303.09	2017R: \$1,366.65 Total: \$3,105.84	2016R: \$50B.14 2017R: \$314.58 Total: \$822.72	July 18, July 25, August 1, 2018

PURCHASE AGREEMENT FOR NEWSPAPER ADVERTISING TERM AND SUPPLY

THIS AGREEMENT dated the <u>7th</u> day of <u>4000</u> 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	BOONE CO
By aron Consalui	By: Boone
Title Advertising Director	DocuSigned b Denut K-M
	Daniesker

OUNTY, MISSOURI

County Commission

y. ZH

twill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by: Charley & Splane Country Counselor

ATTEST:	
DocuSigned by:	
Brianna L Lennon I	ry Mt
COUDETIAGE BER 495	

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: gune E. Pitalford by Ha. Term + Supply - No coopurate	4/26/2019	County-Wide Term/Supply
Signature AAC49D	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 resubmittal 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.

Company Name: 4.1. 4.2. Address: 4.3. City/Zip: Phone Number: 4.4. 4.5. Fax Number: 4.6. Federal Tax ID: INP. COM 4.7. E-mail: GROUP A, CLASSIFIED SECTION - Legal Advertisements: - Single Column Ads (# of lines 4.8. 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: Trustees' Sales (Notices run 21 consecutive days) (# of lines x rate x 4.8.4. 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)

7

- 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

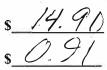


- **4.10. GROUP C, CLASSIFIED SECTION** Multiple Column Ads (# columns wide x # inches tall x column inch rate = total cost of ad)
- **4.10.1.** Price Per Column Inch Wednesday
- **4.10.2.** Price Per Column Inch Sunday
- **4.10.3.** Election Notices, price as a display type ad, 'price per column/inch'. 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:

) % 1st Renewal; \bigcirc % 2nd Renewal; \bigcirc % 3rd Renewal;

4.12. Describe extra circulation papers and list associated costs.

\$ 15.44



262.88



6 % 4th Renewal

- **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:

h/ednesday + TMC = 39,500 Sunday extra = 29,50

4.17. Dedicated Customer Service Representative for Advertising: Danie Straester Phone: <u>573-815-1806</u> E-mail: <u>Defroesser@Columbia</u>tribune con

4.18. Dedicated Customer Service Representative for Billing Inquiries: <u>Daniel Stroesser</u> Phone: <u>573-815-1806</u> E-mail: <u>Dstroesser@Columbia-tribune.com</u> 4.19. <u>Cooperative Procurement</u>: 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

2019

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: masa

41

Today's Date:

DocuSign Envelope ID: 4612EB69-2FC1-4F9D-8573-6DFBDE25923B

(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

Signatu

Date

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

County of State of

I am an authorized agent of My name is

(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.

Printed

Date

Subscribed and sworn to before me this 0° day of



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

)ss

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

 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 7th 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

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 email, 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.

County of Boone

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 <u>four (4) additional one-year periods</u> 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

County of Boone

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 <u>MUST</u> be received by the date and time noted on the title page under "Bid Submission Information and Deadline". <u>NO EXCEPTIONS</u>. 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, <u>three (3) signed complete</u> <u>copies</u> 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 <u>www.showmeboone.com/purchasing/bids/</u>.
 - 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: – Sing x rate = total cost of ad). Human Resources runs Employment Line A 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 st Renewal;% 2 nd Renewal;% 3 rd Renewal;	% 4 th Renewa
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.		
	Phone:E-mail:	
4.18.	Dedicated Customer Service Representative for Billing Inquiries:	
	Phone: E-mail:	

4.19. <u>Cooperative Procurement</u>: 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 resubmittal 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 <u>for</u> <u>this service/commodity</u>, 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:

 $\frac{\text{http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e26140}{5110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD}$

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

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

County of _____))ss State of _____)

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

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

Affiant

Date

Printed Name

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

Notary Public

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.	States. (Such proof may be a	uments showing citizenship or lawful presence in the United Missouri driver's license, U.S. passport, birth certificate, or the applicant is an alien, verification of lawful presence a public benefit.
2.	I do not have the above docun allow for temporary 90 day qu	nents, but provide an affidavit (copy attached) which may alification.
3.	Qualifica	pplication for a birth certificate pending in the State of tion shall terminate upon receipt of the birth certificate or ficate 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:

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Exhibit A

	MPLOYMENT
	and an and a second second
18	County of Boone
Ch	Human Resources Dept
1	B13 East Ash, Rm 102
Ne	Coumbia, MO 65201
FAC	ILITIES MAINTENANCE
*.***** }	TECHNICIAN
101	DPPORTUNITY #811-6100
1 2 1 1	ev Randa: 523,554-529,400
Land	scade & grounds maintenance
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prune	, weed plantings, dead-head s, impation operation/repair.
plant	s, inightion operation/repair.
fertili.	re/pest/weed control, aerate.
detha	ich, overseed, toodress, plant
8 ma	intain yees & shrubs, remove
nead	trees & shrubs, trail greding.
UUNCI	ete replacement/repeir. snow val & ice melt. Secondary
101110	insibilities as needed: Assists
in th	pair of boilers. liquid chiller
in in	compressors, power genera-
1000	E whohen environment is
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vient	s or other maintenance work
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maci	inery/equipment; cleans & N
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olhe	parts of eoungment; in
stall	s/repairs electrical components
of n	tachinery & equipment. Lass
OUL.	assembles, installs, maintains systems & related moraulic &
pipe.	systems & related hydrautic &
prieu	matic equipment; operates cul-
ling	torch or welding equipment.
5015	up & operates machine tools.
inde	rs parts, equipment, & sup
DHES	; maintains variaty of records & Must participate in "on call"
INES.	ion. Performs related duties as
FULLAN MAAN	ied or assigned. NS Diploma at
GED	& 2 yrs grounds maintenance.
810 .	w/ tans, oumos, & equipment
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tion	systems, & security door
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AVRO	day occurrence: solidy to hill
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-	Anownaboone.com. Please
Call	573-888-4395 in advance in
spec	ial accommodations are re
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SALE	nit online application, or to
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Exhibit A outd

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AA/EOE

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Font and text Size Not indicative of Normal type USED IN AD.

Exhibit A cont'd

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

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 clark Public Notice (with Polls)

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 gualified 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, County, Boone issue its general Missourl. 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 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 (VOTE FOR 3) 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 RRIAN BROOKSHIRE CLAIRNEL NERVIK BRITTNEY 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-1 SCHOOL DISTRICT

Notice is hereby given to the qualified volers of North Callaway R-I School District that an election be held in said District on will 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

REGAN LOVE SANDRA L. LAVY MIKE SHRYOCK MATT MCCOWAN

Certified this 24th day of January, construction of secure entrances, 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

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

ION M REQUETTE 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 gualified 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 B-VIII SCHOOL DISTRICT, MISSOURI NOTICE is hereby given to the qualified voters of the Harrisburg R-Vill 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-

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 capabilities th monitoring through the LAURA NAUSER

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, comp lete other renovations, repairs 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)

following polling places in the City:

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.

FOR ALDERMAN WARD TWO 2 YEAR TERM

(VOTE FOR 1) JIM FASCIOTTI

Write-In

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

The election will be held at the vote on the candidates set forth in the following sample ballot:

See polling place listing at end of 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 (\$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.

VES NO

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

3F&3J Open Heart Baptist Church

4C&4D Trinity Presbyterian Church

4E St Andrew's Lutheran Church

4A&4J

48821

2519 N Lake of the

Woods Rd

Community

Fairview Road

Church of Christ

201 S Fairview Rd

Methodist Church

3301 W. Broadway

1600 W. Rollins Ed

914 West Blvd S

NOTICE OF GENERAL ELECTION CITY OF HALLSVILLE, MISSOURI

Notice is hereby given to the qualified voters of the Cily 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 aim 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 Bise, 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 Bise, 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 hallot below

(VOTE FOR 2)

JUSTIN JOHN

2014

YEAR

LIPON.

ROBERT MILLER

Dated this day of January 28th,

NOTICE OF ELECTION

CITY OF

ROCHEPORT, MISSOUR

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

THE POLLS AT SAID ELECTION

WILL BE KEPT OPEN FROM

AND BETWEEN THE HOURS OF

SIX O'CLOCK AM AND SEVEN

THE BALLOTS OF SAID ELECTION WILL BE IN THE FORM

OF THE SAMPLE BALLOT.

FOR ALDERMAN WARD ONE

FOR ALDERMAN WARD TWO

BY THE ORDER OF THE BOARD

OF ALDERMEN FOR THE CITY OF

ROCHEPORT, BOONE COUNTY,

MISSOURI THIS 22ND DAY OF

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

day for said voters to vote on the

RESPECTFULLY SUBMITTED

SHIBLEY JENKINS-CLD

ROCHEPORT, MISSOURI

TERM,

OATH OF OFFICE.

O'CLOCK PM

2 YEAR TERM

(VOTE FOR 1)

2 YEAR TERM

(VOTE FOR 1)

JANUARY 2014

CITY CLERK

sample ballot:

CEE JAYE PECORAK

MIKE FRIEDEMANN

TERM, COMMENCING CERTIFICATION AND

AND

Barry Bean, Village Clerk

STATE OF MISSOURI

COUNTY OF BOONE

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 MCBAINE, MISSOURI Notice is hereby given to the qualified voters of the Town 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 beginning at six o'clock a.m. and closing at seven o'clock p.m. of said Tuesday April 8th 2014 commencing at six o-clock am and closing at candidates set forth in the following seven o-clock pm on the question in the following sample ballot:

Boone county Clerk Public Notice 2 with polls) FOR BOARD OF TRUSTEES FOR ALDERMAN, WARD I Ce 2 YEAR TERM 2 YEAR TERM

STEVE CROSSWHITE

(VOTE FOR 1)

FOR ALDERMAN, WARD II

This election will be held at Rock 2 YEAR TERM (VOTE FOR 1) Bridge Elementary School, 5151 S. Hwy 163, Columbia, Boone County.

KEVIN ABRAHAMSON

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 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 neral obligation bonds in the amount of \$14,000,000 the purpose of acquiring for property; constructing, reat furnishing and equipping new fire stations; constructing, furnishing additions and equipping and/or renovations to existing stations; and acquiring fire and/or reconditioning firefighting apparatus and equipment, apparatus emergency 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 that pursuant to the provisions of 233.040 RSMo. an election to be held in sald 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 acencies 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 Boone County 1A Government Center 801 E. Wainut St 1B&1E&1I& Paquin Towers 6A&6B&6F&6L 1201 Paquin St Columbia/Boone County 1C&1G Health Department 1005 W. Worley St Oak Towers 700 N. Garth 1D 1F&1.181K& Activity & Recreation Center 1L&2K 1701 W. Ash St Parkade Baptist Church 2A&2G 2102 N. Garth Ave 28823 Sunrise Optimist Club 2410 Parker St 2C&2H Friendship Baptist Church 1707 Smiley Ln Knights of Columbus Hal 2D&2L \$20 2525 N Stadium Blvd 2F&2 Grace Bible Church 601 Blue Ridge Rd First Church 3A&3G&3L of the Nazarene 2601 Blue Ridge Rd Memorial Baptist Church 38&3D 1634 Paris Rd 3C&31 Hanover Village Community Bldg

3100 I-70 Dr SE

4F&4I&5A Columbia Public Library 100 W. Broadway 4G&37 Fairview Rd Community of Christ 1111 S. Fairview Rd **Rejoice Free Will** 4H&4N Baptist Church 1900 Chapel Hill Fid 4K&4N 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 50827 Bethel Baptist Church 201 E Old Plank Rd 5E85K8 Woodcrest Chapel 2201 W. Nifong Blvd 5N&5P 5F **Rock Bridge Church of God** 3515 Valencia Dr 5G&5M&36&44 Forum Blvd Christian Church 3900 Forum Blvd 5185J Peachtree Banquet Center 120 E Nilong Blvd Suite D 6C&6H&6J Unitarian Church Of Columbia 2615 Shepard Blvd 6D&6E&6J&6K& Lenoir Community Center 6M&28&29 1 Hourigan Drive 07 Harrisburg Lions Club 120 E. Sexton St. Harrisburg Sturgeon Recreation Center 08 403 W, McDowell St, Sturgeon 09&108 United Methodist Church 11&12 715 Orchard, Centralia Dripping Springs Church 14 2701 W. Dripping Springs Rd 15&22& Missouri National Guard Hdgtrs 40845 5151 N Roger I, Wilson Memorial Dr 16&39 Hallsville Community Center 324 E. Hwy OO, Hallsville 17 Liberty Baptist Church 7461 N Brown Station Rd 186 19838 MU Extension Office 1012 N Hwy UU Redeemer 23841 Presbyterian Church 101 Grace Ln Holiday Inn East 24&33 915 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 1601 Hanover Blvd Central Boone County 3E&3H&3M Howard Johnson Inn Government Center

801 E Walnut St

DocuSign Envelope ID: 4612EB69-2FC1-4F9D-8573-6DFBDE25923B

NOTICE OF ELECTION	9D-8573-6DFBDE2 NOTICE OF ELECTION	therein by the County Clerks of	EOD AL DERMAN WAED IN	homogen to a side of the 4 M	Storgern, Africeur mat its Board	
SCHOOL DISTRICT OF COLUMBIA	NORTH CALLAWAY A-1 SCHOOL DISTRICT Nolice is hereby given to the	Boone and Howard Counties, Advances, or such other of additional	2 YEAR TERM (VOTE FOR 1)	closing at seven o'clock in the P.M on said data, to vote on the election of two Membors for the Board of	of Alderman of the City of Stargeon,	E) (0
Nolice is given hereby in the qualified electors of the School	qualified voters of North Callaway	County Clarks may cesignate	LANDON MAGLEY		the designated pelling place within a said city on Tuesday, April 8, 2014	-10
Ostrict of Columbia Boone County,	will be held in said District on fuesday the 8th day of April 2014	of the Harrisburn R-Vill School	the City of Cantralia Meanun	FOR BOARD OF TRUSTEES	beginning at six o'clock aus and closing at seven o'clock p.m. of said	(0
election will be held in and Divisct on general municipal election day,	6.00 a.m and 7:00 p.m on said	January 2014	oregoing the at candidates is a	(VOTE FOR 2)	day for said voters to vote on the candidates set forth in the following	·
Tuesday, the Bih day of April 2014 commencing at six alclock a.m.	date to choose, hy ballot, three (3) members of the Board Of Education are terms of three (3) years each	BCAHD OF EDUCATION	inat copy of the carefulates who have that and qualitation for election	NO CANDIDATE FILED	sample balloi:	
on serd date, for the purpose of	The name for said election shall be	DISTRICT, MISSOURI	lo Centralia municipal clice for the April 8, 2014 etaclion	WRITE-IN	2 YEAR TERM	
	contained in the following Official Balloi	By: /s/ Sean Cochran President of the Board of Education	In Wilness Whereof, I have hereunto		(VOTE FOR 1)	
FOR ELECTION OF DIRECTORS	FOR BOARD OF EDUCATION	/s/ Sherry Glydewell	the City of Centralia, Missour this		STEVE CROSSWHITE	
(VOTE FOR 3)	(VOTE FOR 3)	Secretary of the Board of Education	24th day of January, 2014 (CITY SEAL)	NOTICE OF GENERAL ELECTION	FOR ALDERMAN, WARD II 2 YEAR TERM (VOTE FOR 1)	
	REGAN LOVE SANDRA L. LAVY	NOTICE OF MUNICIPAL ELECTION	/s/Healher Lockett, City Clerk City of Centralia, Missouri	TOWN OF HUNTSDALE, MISSOURI	(VOIE FOR 1) KEVIN ABRAHAMSON	
HELEN WADE	MIKE SHRYDCK MATT MCCOWAN	CITY OF COLUMBIA, MISSOURI Notice is thereby given to the	NOTICE OF SPECIAL ELECTION	Notice is hereby given to the qualified voters of the Vittage of Huntsdald	1 Ondona layone City Clark of	
Andrea M Follett	Certilied this 24th day of January	qualified volets of the City of Columbia, Missoun, that the City	CITY OF CENTRALIA, MISSOURI MUNICIPAL LIBRARY DISTRICT	Missoun that the Municipal Election of said Village will be held at the	the City of Storgeon, Missouri, do	
Secretary, Board of Education	2014	Council of the City has called an election to be held on Tuesday, April	valers of the City of Centralia,	I regularly designated polling place on Tuesday, the 8th day of Apré	ist of candidates is a true copy of the caodidates who have thad and	
SPECIAL BOND ELECTION	/s/Scoli Starkey Secretary, Board of Education	8, 2014, commencing at six o'clock a mi and closing at seven o'clock		2014, beginning at sx-o'clock A.M (6:00 A.M.) and closing at sever	qualified for election to Sturgeon	
THE SCHOOL DISTRICT OF COLUMBIA	NOTICE OF ELECTION HALLSVILLE R-IV	Council Members for Wards 1 and 5 The following is a sample of	The board of Aldermen of the City	 bcbu A.M.) and closing at saver, o'clock P.M. (7:00 P.M.) of said day to vota on the clandidates set forth in the vota on the clandidates set forth in 		
BOONE COUNTY STATE OF MISSOURI	SCHOOL DISTRICT BOONE COUNTY, MISSOURI	the ballot that will be used at the election:			(CITY SEAL) /s/DeAnna Jacobs, City Clerk	
	Notice is hereby given to the qualified voters of the Hallsville R-IV	FOR COUNCIL MEMBER.	Library District, concurrently with the general municipal election on	2 YEAR TERM	City of Sturgeon, Missouri	
State of Missoun, that the Board	School District of Boone County, Minsouri, that an election will be	FIRST WARD 3 YEAR TERM	Tuesday, April 8, 2014, commencing at 6:80 A.M. and closing at 7:00		NOTICE OF ELECTION BOONE COUNTY FIRE	
called a special election to be held	held in said District on Tuesday, the 8th day of April, 2014, from and	(VOTE FOR 1)	P.M., on the question contained in the following sample ballot:	DORTHY EBERHART ANA LOPEZ	PROTECTION DISTRICT BOONE COUNTY, MISSOUR	
the general municipal election on	between the hours of 5:00 a.m. and 7:00 p.m. on said day, to choose by	TYREE BYNDOM	QUESTION NUMBER 1	/s/Debby Lancaster	Notice is hereby given to the qualified voters of the Boone	
at 6:00 A.M. and closing at 7:00 PM, on the puestion contained in	Education for terms of 3 years each		Shall there be a tax increase of twenty-five cents (\$0,25) per one	Mayor Huntsdate, MO	County Fire Protection District Ihnl the Board of Directors of the District	
the following samp'e ballot:	The ballot for said election shall be contained in the following Sample Ballot	FIFTH WARD	hundred dollars of assessed valuation over the present \$0.30	NOTICE OF	has called a band election to be held in the District concurrently with	
QUESTION Shall The School District of	FOR BOARD OF FRUCATON	(VOTE FOR 1)	per one hundred dollars of assessed valuation for the City	GENERAL ELECTION TOWN OF MCBAINE, MISSOURI	the general municipal election on Roberta, April 8, 2014, commencing	
Columbia, Boone County, Missouri, issue its general	3 YEAR TERM (VOTE FOR 3)	LAURA NAUSER	of Centralla, Missouri Municipal Library District?	Notice is Density given to the comptest voters of the Town	P.M., an Ine question contained in	
obligation bonds in the amount of Fifty Million Dollars (\$50,000,000)	JON M. BEQUETTE	The election will be iteld at the following polling places in the City:	If this question is approved, the	of McGaina, Mesouri that the Municipal Election of said Town will be held at the montant demonstrate		
and developing sites for school	STEVE KOIRTYOHANN SHANDA NICHOLS		levy for dehi service) for the City	be held at the regularity designated polling place on Tuesday, the 8th day of April, 2014, beginning at 6:00	Shall Boone County Fire	
	CHRISTOPHER DWYER	noice of election to be published on April 6, 2014	Library District will be \$0.55 per	A M and closing at 7:00 P M of said day, to vole on the candidates set	general obligation bonds in	
extending, repairing, remodeling, renovaling, turnishing and equinging pew and evicting	Certified this 22nd day of January, 2014	Dated this 26th day of January,	valuation	forth in the following sample ballot:		
equipping new and existing school facilities, including, without limitation, constructing		2014	YES	FOR TRUSTEE 2 YEAR TERM	furnishing and equipping new fire stations; constructing, furnishing	
acquiting and developing a	Halloville R-IV School District	Wandy Noren Clerk of the County Commission	OATED: Jan 28, 2014	(VOTE FOR 2)	and equipping additions and/or renovations to existing	
site therefor, improving end constructing additions to	NOTICE OF ELECTION SCHOOL DISTRICT NO. R.V	NOTICE OF	County Clerk of Boone County, Missouri	VIRGINIA COLEMAN MARVIN SAPP	fire stations; and acquiring and/or reconditioning firefighting	
existing buildings, and acquiring and installing technology	BOONE COUNTY, MISSOURI	GENERAL ELECTION CITY OF ASHLAND	NOTICE OF	ISNIFIGINIA COLEMAN	apparetus and equipment, emergency apparatus and	
is approved, the debl service levy	Qualified voters of School District	Noisce is hereby given to the qualified voters of the City of Ashland, Missouri, that the Board	GENERAL ELECTION CITY OF	Gily Clerk Town of McBaine, Masouri	equipment and training facilities and equipment?	
to increase by four cents, from	Missouri, that an election in said Distoct will be held at Sturgeon	of Aldermen of the City of Ashland,	HALLSVILLE, MISSOURI Notice is hereby given to the qualified votors of the City of	NOTICE OF ELECTION VILLAGE OF	YES	
so 9319 to 30 9719, per \$100 of a seessed valuation of real and p	within said Distoct on Tuesday, the 8th day of April, 2014, beginning at	alashan to be hadd in the department of	Hallsvite, Missouri that the Buard	PIERPONT, MISSOURI	NO	
personal property.	six o'clock a m, and closing al seven n clock p.m., al said day, to vole	Tueaday, April 8, 2014, beginning al six o'clock a.m. and closing at seven	Missoun has called for a general	Notice is hereby given to the qualified voters of the Village of Prerport, Missouri that the Board of	The electron will be held at the following poling places in the	
YES	upon the lottowing positions:	o'clock pim for said volars to vole on the candidates set forth m the	polling place within the City on	Trustees of the Village has called an election to be held in the Village on	District.	
The election will be held at the		inliowing sample bathl:	al six o'clock a m and closing at saven o'clock p m for said voters to	Tuesday April 8th 2014 commanding all six o-clock am and closing at	noice of election to be oublished on	
following patting places in the (Distinct:	(VOTE FOR 3) CHARLES E KING	FOR MAYOR 2 YEAR TERM		seven o-clock pm on the question in the following sample ballot	April 6, 2014,	
See polying place listing at onri ni in notice of election to be published on	HEATHER D. DOUGHERTY	(VOTE FOR 1)	FOR MAYOR	FOR BOARD OF TRUSTEES	DATED: January 21, 2014 County Clerk of Boone County, Missouri	
April 6, 2014	TIM PARKINSON	GENE RHORER	2 YEAR TERM (VOTE FOR 1)	2 YEAR TERM (VOTE FOR 2)	NOTICE OF ELECTION	
DATED January 28, 2014 / County Clerk of Boone County, 5	/S/ Ronnie Chase Secretary, Board of Education	FOR ALDERMAN WARD ONE 2 YEAR TERM	CHERI TOALSON REISCH	JUSTIN JOHN	CENTRALIA SPECIAL ROAD DISTRICT	
Missoun		(VOTE FOR 1) NO CANDIDATE FILED	FOR ALDERMAN WARD :	ROBERT MILLER	Made in minimy grant to the qualified electors of the Contrata	
NOTICE OF ELECTION SOUTHERN BOONE COUNTY	HARRISBURG B-VIII	ALDERMAN TO BE ELECTED BY	2YEAR TERM (VOTE FOR 1)	Budge Elementary School, 5151 S.	Special Fluid Claima mar pursuam	
	NOTICE is hereby given in the	Write-in	THOMAS L PAULEY	Hwy 163, Columbia, Boone County Dated this day of January 28th,	an sluction to be hold in sant district on luesday, the 8th day	
Boone County R-I Schools that an	R VIII School District, Missouri (the	FOR ALDERMAN WARD TWO	FOR ALDERMAN WARD # 2 YEAR TERM	2014 Barry Bean, Village Clerk	of April, 2014, from and between the figure of six o'clock a m and	
on Tuesday, He Bih of April, 2014, I	that an election will be held in the	2YEAR TERM (VOTE FOR 1)	(VOTE FOR 1)	NOTICE OF ELECTION	seven sicleck p.m an sent day tor the purpose of stacking one (1)	
AM and 7:00 PM on said date 4	Apri 2014 commencing at 6:00 a m	JIM FASCIOTTI	NO CANDIDATE FILED. ALDERMAN TO BE ELECTED BY	CITY OF ROCHEPORT, MISSOURI	member for Commissioner of the Centralia Special Road District of	
to choose by ballot 3 members of the Board Of Education for terms of 3 years each The ballot for said	date, for the purpose of submitting	FOR ALDERMAN WARD THREE	WAITE-IN	STATE OF MISSOURI COUNTY OF BOONE	Brone County, Missouri for a term of 3 years	
election shall be configured in the li	the following proposition, to with	2 YEAR TERM (VOTE FOR 1)	Write-In	PUBLIC NOTICE IS HEREBY	The ballot at said election shall be	
FOR BOARD OF EDUCATION		FRED KLIPPEL	I, Kim Bise, City Clerk of the City of Hallsville, Missouri, do lunther	GIVEN TO THE QUALIFIED VOTERS THAT AN ELECTION	in substantially the following form:	
3 YEAR TERM	of the Harrisburg A-Vill School District, Missouri, without an	JESSE BRONDON	hereby certify that the loregoing hal of candidates is a true copy of	ROCHEPORT MISSOURI IN	3 YEAR TERM	
GEORGE L CARNEY	estimated increase in the current	it e City of Ashland, Missouri do	oualified for electron to Hallsville	BOONE COUNTY ON TUESDAY, APRIL 8, 2014 FOR THE PURPOSE		
KELLY GARDNER D PRICE NICHOLS	borrow money in the amount of Two Million dollars (\$2,000,000)	a INP COPY of the candidates whn	municipal affice for the April 8, 2014 affording. In Witness Whereof, I have hereunto	OF ELECTING ONE ALDERMAN FOR WARD ONE, FOR A TWO YEAR TERM ONE ALDERMAN	JOHN SELBY GARY RIEDEL	
KEVIN J. SCHUPP PATRICK E. DAUGHERTY	security and monitoring	Nunicipal Office for April 8, 2014	and my hand and the official seal of	YEAH TERM, ONE ALDERMAN FOR WARD TWO FOR A TWO YEAR TERM, COMMENCING	Done this 26th day of January, 2014	
BRIAN BROOKSHIRE CLAIRNEL NERVIK	construction of secure entrances,	In witness, whereol, I have hereunio set my hand and the official seat of	22nd day of January, 2014	UPON CERTIFICATION AND OATH OF OFFICE	ATTEST	
a	access system and installation	the City of Ashland, Missouri this 27th day of January, 2014.	/s/Kim Bise, City Clerk	THE POLLS AT SAID ELECTION	/s/Wendy S. Noren Clark of the County Commission	
2014 C	camera system; to complete roof repairs and replacement at	(City Seal)	City of Hallsvile, Missouri	WILL BE KEPT OPEN FROM		
/s/Phyllis Weler	the north campus; to complete upgrades to the district's network	/s/Darla Leigh Sapp, City Clerk City of Ashland, Missouri	NOTICE OF BENERAL ELECTION	SIX O'CLOCK AM AND SEVEN	Presiding Commissioner	
NOTICE OF ELECTION	and technology infrastructure	NOTICE OF	TOWN OF HARRISBURG, MISSCURI	THE BALLOTS OF SAID	/s/Karen M. Miller Dístrict I Commissioner	
NEW FRANKLIN R-I	wireless capabilities; to complete upgrades to the electrical and inhibiting evaluations the stream	CITY OF CENTRALIA, MISSOURI	methics where so the former of	ELECTION WILL BE IN THE FORM OF THE SAMPLE BALLOT	/s/Janel M Thompson	
Notice is hereby given to the for qualified volers of New Franklin H-1	ighting systems; to the extent lunds are available install additional sesting capacity at	qualified votors of the City of Centralia, Missouri that the Rosert	Hamisburg, Measure Rue the Board of Unations of said Town has called a gamma statching to be held in said	FOR ALDERMAN WARD ONE	District II Commissioner	
School District of Howard County, II State of Missouri, that an election	he athletic complex, complete	of Alderman of the City of Centralia, Mesouri has called for a general	Town on April 6, 2014 commencing at 6.00 em and closeno at 7:00	(VOTE FOR 1)	I, Wendy S. Noren, County Clerk and Election Authority in and for the	
in said Distinct will be held at usual in poing places within said Distinct on the	mprovements to the existing	election to be held at the designated	pm for the purpose of choosing the elective municipal officers of		Country of Boone. State of Missouri, hereby centily that the above and	
beginning al six o'clock a.m., and th	ficiency; and issue bonds for	Tuesday, April 8, 2014 commencing at see o'clock a.m. and cloping at	sand forwit by who upon outlats	FOR ALDERMAN WARD TWO	Icregoing is a frue and correct copy of the ballot as certified to me by the	
closing at seven o'clock p.m., of p said day, to vote upon the following p	oroposition is approved, the industed debt service levy of the	never or the conduction set forth in	talianting sample	(VOTE FOR 1)	officers or agencies calling for an election to be held in said County	
proposition: 5	School District is estimated to emain unchanged at \$1,1500 per	the following sample ballol:	2 YEAR TERM	MIKE FRIEDEMANN	on Tuesday, the 8th day of April, 2014	
3YEAR TERM	ne hundred dollars of assessed alustion of resi and personal	FOR ALDERMAN WARD I 2 YEAR TERM	(VOTE FOR 2)	BY THE ORDER OF THE BOARD OF ALDERMEN FOR THE CITY OF	The polling places for said election	
(VOIE FOR 3) p	property.	(VOTE FOR 1)	REGGIE WILHITE	ROCHEPORT, BOONE COUNTY, MISSOURI THIS 22ND DAY OF	will be open from the hours of 6:00 am unit 7:00 pm during which time	
	0		Write-In	JANUARY 2014 RESPECTFULLY SUBMITTED	any person properly registered to vote in the county will be given the	
JUD EVANS T	he election will be held and a	FOR ALDERMAN WARD II 2 YEAR TERM (VOTE FOR 1)	Write-In	CITY CLERK SHIRLEY JENKINS-OLD	opportunity to cast itea or ner traffet.	
Cr	& Boons and Howard Counties,	NO CANDIDATE FILED	TOWN OF	ROCHEPORT MISSOURI	Done by order of the County Clerk of the County of Boone, this 28th	
Education, this 24th day of January M			HARTSHURG, MISSOURI		day of January, 2014. (Seal)	
Education, this 24th day of January M 2014 la	Assoun under the general election of aws governing those Counties, and the election will be held in each of the second s	ALDERMAN TO BE ELECTED BY	Notice is hereby often to qualified	MUNICIPAL ELECTION CITY OF STURGEON, MISSOURI	(Seal)	

B

Exhibit B cont'o Notice of Election

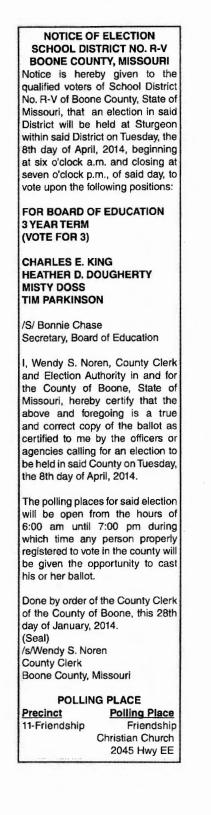


Exhibit B cont'd Journal Filing for Boone County Hospice Trustee

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 Bood 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

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 Committeeman and 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 Rock Bridge Township Secretary of State, in the James C. Rocky Fork Township Kirkpatrick State Information Center at 600 West Main Street in Jefferson City of Columbia: 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**

filing for the following offices will November 4, 2014. 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 The be filed for the following political officers who are to be elected at the Primary Election:

Committeewoman Democratic, Republican, Libertarian, **Constitution Party: Bourbon Township Cedar Township Centralia Township Columbia Township** Katy Township **Missouri Township** Perche Township **Three Creeks Township** 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 FURTHER NOTICE IS GIVEN that the general election to be held

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. to Room 236, Columbia, MO 65201.

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 electionrelated 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 5:00 P.M. March 25, 2014

Certification of Candidates to and Party Emblems (Missouri) Secretary of State)

The following are candidates for

numination to be voted for at the Primary Election to be held in the Primary Election to be hald in the CANDIDATES FOR NOMINATION state of Missouri on the first Tuesday For U.S. Senator after the first Monday in August TODD AKIN 2012, being the 7th day of August 3370 BOU 2012, who have filed in the office of PACIFIC, M after the lifts monoay in August Socraman 2012, being the 7th day of August 3370 BOUQUET RD 2012, who have filled in the office of PACIFIC, MO 63069 Robin Carrahan, Secretary of State, JERRY BECK written dectarations of candidiagy 211 E OLIVE ST written declarations of canditacy as condiciates for nomination, and are entitled to be voted for at such asy as required by law

his included and the party embients or the Democratic, Republican, and Constitution parties



DEMOCRATIC PARTY CANDIDATES FOR NOMINATION or U.S. Senator 1941 SPRING HOUSE DR ST. LOUIS, MO 63122 For Governor JEREMIAH W. (JAY) NIXON 100 MADISON ST. JEFFERSON CITY, MO 65101-3061 6189 HIGHWAY 106 ELLINGTON, MO 63638 VILLIAM B CAMPOELL 64398 OLD 50 CALIFORNIA MO 65018 For Lieutenant Governo SUSAN MONTEE 2715 KENWOOD DR JEFFERSON CITY MO 65109-9264 DENNIS WEISENBURGER 6209 1/2 KING HILL AVE ST JOSEPH MO 64594-2053 FRED KRATKY 6001 BISHOPS P ST LOUIS, MO 63109 BECKY LEF PLATTNER 2001 BASKIN ST GRAND PASS, MO 65339 JUDY BAKER 3075 S RANGELINE RD COLUMBIA, MO 65201 AHA LAMPE 702 E STANFORD ST SPRINGFIELD MO 65807 ACKIE TOWNES MCGEE 312 N ASH ST HAYTI, MC 53851 BILL (WILLIAM) HAAS 4396 A MCPHERSON AVE ST. LOUIS, MO 63108 For Secretary of State IASON KANDER 1300 MEADOW LAKE TERR KANSAS CITY, MO 94114 MD RABELALAM 7556 LCMA VISTA DR KANSAS CITY, MO 64138 For State Tressuror CLINT ZWEIFEL 704 GUNNISON CT COLUMBIA, MO 65203 For Atto mey General CHIES KOSTER 201 W MCCARTY ST. APT 7 JEFFERSON CITY, MO 65101-1566 For U.S. Representative District 4 TERESA HENSLEY 112 ARAPAHO TRL LAKE WINNEBAGO MO 64034 For Slate Senate District 19 MARY WYNNE STILL 2000 S COUNTRY CLUB DR COLUMBIA, MO 65201 For State Representative strict 44 KEN JACOB 4810 ST CHARLES HD COLUMBIA, MO 65201 District 45 2706 BRISTOL I AKE DR COLUMBIA, MO 65201 District 46 STEPHEN WEBBER 807 FOREST HILL CT COLUMBIA, MO 65203 District 47 NANCY COPENHAVER 1512 RIDGELINE DR MOBERLY, MO 65270 IOHN 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 LA MONTE, MO 65337

SARAH STEEL MAN 11820 SPRINGHOUSE IN ROLLA, MO 65401 JOHN G BRUNNER 1726 BUTTERNUT DR ST LOUIS MO 63131

MARK MEMOLY 2665 SW REGAL DR LEE'S SUMMIT. MO 64082 MARK PATRICK LODES 208 BARAT AVE S ST LOUIS, MO 63135 ROBERT (BOB) POOLE 203 E UNION ST MACON, MO 63552 HECTOR MALDONADO 295 CEDAR BREEZE DR SULLIVAN, MO 63080 For Governor JOHN D WEILER 1740 CHERRY BLOSSOM CT PEVELY, MO 63070 DAVID (DAVE) SPENCE 2021 WARSON RD S STIOUIS MO 63124 BILL RANDLES S823 N CYPRESS AVE KANSAS CITY, MO 64119 FRED SAUER 454 HAMMERSMITH RD ST LOUIS, MO 63141 For Lieutenant Governor CHARLES W. KULLMANN 4807 RHODES AVE ST LOUIS, MO 63116 BRAD LAGER 15896 HWY 71

SAVANNAH, MO 64485 PETER KINDER 1220 HOCKWOOD 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 65791 BILL STOUFFER 31229 MOUNT OLIVE RD MARSHALL MO 65340 For Sinte Treasurer COLE MCNARY 413 STRAWBRIDGE DR CHESTERFIELD MO 63017 For Attorney General ED MARTIN 6427 DEVONSHIRE AVE ST LOUIS, MO 63109 ADAM LECKIS, NO BAREN 711 WASHINGTON ST CHILLICOTHE, MO 64601 For U.S. Representative District 4 VICKY HABITIER 30218 S, PLEASANT RIDGE RD HARRISONVILLE, MO 64701 BERNIL MOWINSKI 16 KATE CIR SUNRISE BEACH, MO 65079 For State Senate District 19 KURT SCHAEFER 7525 S WARREN SCHOOL RD COLUMBIA, MO 65203

For State Representative rict 44 CALEB ROWDEN 3504 MEXICO GRAVEL RD COLUMBIA, MO 65202 MIKE BECKER 7630 OAKLAND GRAVEL RO COLUMBIA, MO 65202 CHRIS DWYER 14535 N LEVEL RD HALLSVILLE, MO 65255 HALLSVILLE, MO 69255 DENNIS SMITH 6100 SADDLE HORN CT COLUMBIA MO 65201 **District 46** FRED AFRRY 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 OR COLUMBIA MO 65203



LIBERTARIAN PARTY CANDIDATES FOR NOMINATION For U.S. Senate AN DINE 5116 NW KALIVAS DR APT 62 RIVERSIDE, MO 64150 For Governor 11944 CRAIG VIEW DR ST LOUIS MO 63146 For Lieutenant Govern 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 Treasure SEAN O'TOOLE 3425 GLADSTONE BLVD KANSAS CITY, MO 64123 For Attorney General DAVE BROWNING 2715 S GARONER RD OAK GROVE, MO 64075 For U.S. Representative District 4

HERSCHEL L. YOUNG 17100 E STATE AT 2 HARRISONVILLE, MO 64701 THOMAS HOLBROOK 515 LAUREL DH. UNIT B WARRENSBURG, MO 64093



CONSTITUTION PARTY CANDIDATES FOR NOMINATION For Lieutenant Gov CYNTHIA L DAVIS 1006 HWY H O'FALLON, MO 63366 For Secretary Of State 1902 F. BROADWAY APT 3W COLUMBIA, MO 65201 For U.S. Representative District 4 GREG COWAN 20224 KENYON LN LEBANON, MO 65536 CERTIFICATION Stale of Missouri

)53 Secretary of State

I, Robin Carnahan, Secretary of DWAYNE CAREY State of the State of Missouri do hereby certify that the foregoing is a COLUMBIA, MO 65201 true and correct list, containing the For County Treasurer name and address of each person NICOLE GALLOWAY who has filed a written declaration of candidacy in my office and is entitled to be voted on at the primary COLUMBIA, MO 65203 election, together with a statement of the office for which he/she is Line office for which he/she is CANDIDATES FOR ELECTION candidate, the party he/she Columbia Ward 2 Committeeman presents and the order in which WILLIAM (BILL) CLARK tes' nemes are to appear on the ballot

I further certify the forogoing party emblems of the Democratic. Republican. Libertarian and Constitution Parties, respectively, in accordance with Section 115,385 used Statutes of Missour

IN TESTIMONY WHEREOF, I Hereunio ser my hard and affix the Beal of my office in the City of COLUMBIA, MO 65203 Jefferson, State of Missouri, this 25th Cotumbia Ward 5 Committ day of May. 2012.

(seal) /s/ Robin Carnahan Secretary of State

COUNTY CLERK/ELECTION AUTHORITY CERTIFICATION Wendy S, Noren, County Clerk I, Wendy S, Noren, County Clark/ Hallsville Ward 1 Con Election Authority within and for the THOMAS PAULEY Election Authofity within and for the THCMAS PAULEY county of Boone do hereby certily 102 BERTIE ST that the slove and foregoing is a HALLSVILLE, MO 65255 true and correct list as certified to Katy Twp Committeeman me by Robin Carnebara, Secretary of CLANE, FUGHT JR State, State of Missour, of the offices 7650 S, ROBY FARM RD for which candidates are entitled Katy Twp Committeewoma to be voled for at: the PRIMARY PHYLLIS FUGHT ELECTION to be hald Asgiest 7, 2012. 2260 S, ROBY FARM RD

of May, 2012, (seal) /s/Wendy S. Noren County Clerk/Election Authority Perche Twp Committeew NANCY LANGWORTHY 7301 N BOOTHE LN ROCHEPORI, MO 65279

The following are the candidates for Rocky Fork Committeewomen 10000 N BT 2 CENTRALIA, MO 65240



REPUBLICAN PARTY

CANDIDATES FOR NOMINATION



Centrelia Ward 2 Committeemar RALPH ROBERTSON 5 SUNRISE CIRCLE CENTRALIA, MO 65240 Centralis Ward 2 Committee CHRISTYNE ROBERTSON 5 SUNRISE CIRCLE CENTRALIA, MO 65240 NANCY M STROPPEL 920 E HEAD ST CENTRALIA MO 65240 Hallsville Ward 1 Committe CHERIT, REISCH 115 EAST ST 115 EAST ST HALLSVILLE, MO 65255 Sturgeon Ward 2 Committ KEVIN ABRAHAMSON 410 E, HABRIS ST STURGEON, MO 65284 ELBA J ROARK 410 S OGDEN ST 410 S OGDEN ST STURGEON, MO 65284 Sturgeon Ward 2 Committ JENNIFER L, HOLLAND 402 N AUDRAIN RD STURGEON, MO 65284 Cedar Twp Committee MARY LOU GREEN 7701 E ZUMWALT RD HARTSBURG, MO 55039 Columbia Twp Committeem RUSS WALKER 8101 DUSTY RHCDES LN COLUMBIA, MO 65202 Katy Twp Committeeman JON KLAAS JON KLAAS 7110 W RIVER OAKS RD COLUMBIA, MO 65203 Missouri Twp Committeeman MIKE ZWEIFEL 520 SACKETS RD COLUMBIA MO 65200 COLUMBIA, MO 65202 COLUMBIA, MO 85202 Missouri Twp Committeewon REBECCA MILLER 4801 SALEM DR COLUMBIA, MO 65203 JENNIFER KEYZER-ANDRE 4716 SALEM DR COLUMBIA, MO 65203 COLUMBIA, MO 65203 Perche Twp Committeeman DAN C. JUDY DAN C, JUDY 7300 N BELL RD, COLUMBIA MO 65202 Perche Twp Committeewo PEGGY L ESKEW 2550 W OAK RIDGE DR COLUMBIA MO 65202 JULIE PATTERSON 5601 W. WILHITE COLUMBIA, MO 65202 Rock Bridge Twp Com TOM MENDENHALL 7300 QUANTRILL'S FASS COLUMBIA, MO 65203 JAMES COYNE JAMES COVNE 3612 W, CAMPUS DR COLUMBIA, MO 65203 Rock Bridge Twp Committee ERIN NOLAN 4624 MEADOW LARK LN 4824 MEADOW LAFK CU COLUMBIA, MO 65201 MAUREEN COYNE 3612 W. CAMPUS DR COLUMBIA MO 65203 Rocky Fork Twp Commit TIM BARTIN 4860 E O'REAR RD



LIBERTARIAN PARTY CANDIDATES FOR ELECTION Three Creeks Twp Committe GREG RENNIER 10900 S HARDWICK LN COLUMBIA, MO 8520

State of Missouri 153

Secralary of State

I. Wendy S. Noren, County Clerk within and for the County of Boone, do hereby certify that the lengoing is a true and correct list, containing the name and post office address. of each person who has filed written or each person who has lied written declaration papers in my office and are entilled 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 harsunto set my hand and allor th seat of said county. Done at office a Columbia, this 29th day of May, 2012

(seal) /s/Wendy S. Noren

County Clerk/Election Authority



State of Missouri) 135. Secretary of State)

The following are the candidates to Focky refer to nomination or ejection to be voted LINDA VOGT for at the Primary Election to be held 10000 N RT in Boone County, Missouri on the CFNTRALU first Tuesday after the Inst Monday Institutescay after the first workey in August 2012, being the 71h day of August 2012, who have filed in the office of Wendy S. Noren, Boone County Clork written declarations of candidacy as candidates for nomination or election and are entified to be voted for at such Define entitled to be voted for at such primary as required by law. Polling places will be open from the hour REPUBLICAI of 8 00 a.m., unli 7 00 p.m. on taid CANDIDATES FOR day during which time any person For Associate Com properly registered to vote in the District 1 County will be given the opportunity JAMES 3. POUNDS to cast his or her ballot. COUNTRY will be given the opportunity SAMES 3. POUNDS



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 COLUMBIA, MO 65203 For Presiding Commissio Unexpired 2 Year Term DANIEL K, ATWILL 3300 W ARBOR WAY COLUMBIA, MO 65203 For Associate Commissioner

District 1 KAREN M, MILLER 300 W BROADWAY COLUMRIA, MC 65203 For Associate Commissioner District 2 DARIN FUGIT 1406 SIR BARTON DR COLUMBIA, MC 65202 O.J. STONE 5210 ST. CHARLES HD S210 S1, CHARLES HD COLUMBIA, MC 85201 JANET M, THOMPSON 8300 N WAGON TRAIL RD COLUMBIA: MC 65202 BRIAN DOLLAR 19230 N TUCKER SCHOOL RD STURGEON, MO 65284 For Assessor TOM SCHAUWECKER 2606 WAITHER CT GOLUMBIA, MO 65203 For Public Administrator For Public Administrator CATHY D, RICHARDS 3108 WOODKIRK LN, COLUMBIA, MO 65203 CONNIE BELL HENDREN 10950 W BRADLEY LN ROCHEPORT, MO 65279 For Sheriff

115 CREST MEHE AVE

DEMOCRATIC PART 3905 CRACE FULEN OF COLUMBIA, MO 652C Columbia Ward 2 Committeewom KHESHA DUNCAN 3800 SADDLEBROCK PL #207 COLUMBIA, MO 65202 Columbia Ward 3 Como GREG AHRENS 1504 SYLVAN LN COLUMBIA, MO 55202 Columbia Ward 4 Commi KAY J, CALLISON IOMER L PAGE 503 N BROOKLINE DR COLUMBIA, MO 65203 Columbia Ward 5 Commi PEG MILLER 102 E. GHEEN MEADOWS RD #6 COLUMBIA, MO 65203

LECTION to be held Asgiet 7,2012. 2560 S, ROBY FARM RD ROCHEPORT, MO 852/9 IN TESTIMONY WHEREOF, I have JANICE FARBORG hereunto sei my hand and afføred my Soel, Done at my office this 29th day COLUMBIA, MO 65202 Perche Twp Committeema HARRY FEIRMAN 7301 N BOOTHE IN ROCHEPORT, MO 65279

5449 S. BEN WILLIAMS RD COLUMBIA, MO 65201 COLUMBIA, MO 65201 For Associate Commissio District 2 DON BORMANN 524 S MILES AVE CENTRALIA, MO 65240 ANCE ROBBINS 1550 F HWY 124 HALLSVILLE MO 65255 For Public Administrator NORMAN LAMPTON 4002 8 IMPERIAL CT COLUMBIA, MO 65202 JOHN D SULLIVAN 3409 SCOTT BLVD COLUMBIA, MO 65203

REPUBLICAN PARTY CANDIDATES FOR ELECTION Columbia Ward 1 Committeemen MITCH RICHARDS 707 WASHINGTON AVE APT B TO/ WASHINGTON AVE A COLUMBIA, MO 65201 STEVE ATHANS 2012 W: ASH ST, APT F-9 COLUMBIA, MO 65203 Columbia Ward 1 Committe GAITHA C, ATHANS DUDA W, ASH ST, APT F, A 2012 W ASH ST APT F-9 COLUMBIA, MO 65203 Columbia Ward 2 Commit DALE PARMER 3712 GALLANT FOX DR COLUMBIA, MO 65202 ANTHONY FI "TONY" LUPO ANTHONY FI "TONY" LUI 2312 SUNFLOWER ST COLUMBIA, MO 65202 Columbie Ward 2 Commit ALLISON A, LUPO 2312 SUNFLOWER ST. COLUMBIA, MO 65202 JENNIFER MURPHY JENNIFER MURPHY 1806 AMERICUS DR. COLUMBIA, MO 65202 Columbia Ward 3 Comm 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, MO 55202 Columbia Ward 3 Commi COLUMBIA, MO 55202 Thrae Creeks Twp Commit TERRY L. SPICKERT 7925 S, BENNETT DR, COLUMBIA, MO 65201 Three Creeks Twp Committy Exhurce X, BIROWSKY SARA WALSH SARA WALSH 4704 CLARK LANE APT 204 COLUMBIA, MO 65202 Columbia Ward 4 Committeen FRED BERRY 2100 LIMERICK LN COLUMBIA, MO 65203 2140 E. BLUEBIRD LN Columbia Ward 4 Committee BACHEL FEL HACHEL FEI 2012 SWINDON AVE COLUMBIA, MO 65293 Columbia Ward 5 Commi DAVID BRUCE CLARK 700 SUDBURY DR COLUMBIA, MO 65203 GREG ENGEL SHEG ENGEL 605 PEAR TREE CIRCLE COLUMBIA, MO 65203 2, BHUCE CORNETT 3510 AUGUSTA DR COLUMBIA, MO 65203 Columbia Word 5 Commi NORMA CLARK

700 SUDBURY DR COLUMBIA MO 65203

COLUMBIA, MO 65203 Columbia Ward & Comm RYAN M. HENRY 1706 SUN CT. COLUMBIA, MO 65201 TYLOR WHITHAM

206 S COLLEGE AVE

COLUMBIA MO 6520

Columbia Ward 6 Commi AMY R BREMFR 2301 SILVER LEAF CT COLUMBIA, MO 85201

BRIGHTE PLISKA SOS N HENRY CLAY BLVD ASNLAND, MO SOOG Ashbard Ward 2 Committee KIRK ARNOLD 205 JOHNSON CT

ASHLAND, MO 85010 Ashland Ward 2 Comm

Ashlend Ward 2 Comm PAT JOENS 509 DOUGLAS DR ASHLAND, MO 65010

Ashland Ward 3 Committee MIKE MCCUBBIN

409 BILLY JOE SAPP DB

ASHLAND, MO 65010

Ashiand Ward 1 Com

BRIGITTE PLISKA

Clerk Certitre 9tron (DIN) SHACK

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OWN IN AT

NOTICE OF TAX CERTIFICATE SALE LINER BALE BASE ADDIAL Collector County, Missouri, hereby give concerner and the second of the control of the Revised Statutes of Missouri, hat I shall offer for sale at public auction the hereinafter described saves, of antity to treast arge offs due thereon at the time of sale at the South Counthouse door in Columbia, Boone County, on the fourth Monday, the 27th day of About the sale of the sale of the south Counthouse and the south and south and the south and the south and the south and the south and the south and the south and south and the sou

Lands offered for sale for taxes: Item # 1 FENCL RONALD & ROBERTA FINCL ROMALD & ROBERTA Sec 05 T51 R12 210 E STONE ST Lts 13, 14, and W/s of L15 B26 of the Original Town, now City of Sturgeon as shown in Plat Book/ Page 2/95 Page Z/95 2016R: \$600.64 2017R: \$386.74 Total: \$987.38

Roberts Robert E & CATHERINE

C 05 T51 R12 400 S RUBY ST N 75.0' of Lts 9.10.11.12 & 13 B32 in City of Sturgeon as rec in Plat In City of Sturgeon as rec in Plat Book/Page Z/94 2016R: \$969.64 2017R: \$705.96 Total: \$1,675.60

HIPPLE JOYCE

html # 3 WHIPPLE JOYCE WHIPPLE JOYCE WHIPPLE JOYCE SCI 475 A1 12 SHICKS 51 SHICKS 5

 Kam # 4

 HAYES CORNE GLADYS, HAYES

 DOROTHY MAE, TNDER CHOOLING, TNDER HELEN IRENE

 Sci 20 37: 11.04.2

 Sci 20 37: 11.04.2

 Brown HELEN IRENE

 HCDOWELLS

 Liboxin In Pail Book/Page 7/95

 20146: 8207.66 2015R: \$142.71

 20146: 8507.66 2015R: \$142.71

 20146: \$1207.857

 20147: \$123.55

Rem # 5 MONROE WILLARD H SR AND GEORGIA M GEORGIA M 04 9 00 0 049 0 Sec 10 T51 R11 418 N BARR ST 418 N BARR ST W% L12 & N½ of W½ L11 B6 of OT Centralia as rec in Book/Page 397/100 2016R: \$613.16 2017R: \$395.71 Total: \$1,008.87

Kem # 6 WHISLER JEFFREY A & MARGIE A WHISLER JEFREY A & MARGIE A 94.129.024 E RAIL 40.01 Sec 10 751.R11 204 E RAILROAD ST L5 825 in the Orig Town, now City of Centralia as shown in Plat Book/ Page 60/379 2016R: \$50.89 2016R: \$50.89 2016R: \$50.89

Rem # 7 FERRELL RHONDA & RICHARD CAMPBELL 113-01 (ADD-1-201) 820 (15 TR11 421 S ALLEN ST 28 I G.M. Lesse's Addn to Chy of Centralia as shown in Plat Book/ Page 81/420 2016F: \$648.48 2017; \$418.05 Toul: \$106.537

04 5 7 04 02 013 00 Sec 15 T51 R11 425 S ALLEN ST HER S ALLEN SI L3 B1 G.M. Lease's Addn to City of Centralia as shown in Plat Book/ Page 81/420 2016R: \$660.54 2017R: \$444.74 Total: \$1,105.28 Rem # 9 BRETTHORST JERI DEAN kem f9 BRETHORS JERI DEAN L111/bN/D/L202 Ex 13 T51 HM DEAN 14 35 Ex 13 HM DEAN 14 35 Ex 13 HM DEAN 14 35 Ex 13 HM DEAN 14 55 Ex 14 14 15 Ex 15 11 HM more particulary desc as: 5.0 acre tract and run thence W a distance of 25.0' to the POB; thence N parallel with the Eline of asid tract of 25.0' to the Eline of asid tract parallel with the Eline of asid tract a distance of 25.0' to thence S parallel with the Eline of asid tract a distance of 20.0' thence S parallel with the Eline of asid tract a distance of 20.0' thence S parallel with the Eline of asid tract to the S line of Said Sec to the Sel as continuing S DEA Sec 10 HM DEAN 15.0' Kenn 619 NICHOLS JASON W D'S LOBJO, JA, SUKO SEC 06 TSOR 11 16805 N BENTWOOD UN & 168 LIS 9 & 10 Bentwood Estates as shown in Plat Book/Page 21/26 Except a tract in the NWW Sec 6 TSON R1W being part of LIO 0 Hentwood Estates rein Plat Book/ Page 21/26 desc as: Beg at the NE Gentwood Estates rein Plat Book/ Page 21/26 desc as: Beg at the NE Second of Lis 1, 10 thence sold tot, 322,00°; thence NB0*0300° 406.0°; thence NB0*030° 406.0°; thence NB0*04° 4 NICHOLS JASON W Total: \$3,654.56 Rem # 20 NICHOLS JASON W & ELIZABETH <u>SECORTSOR11</u> SECORTSOR11 IS870 N BENNWOOD IN Deeded 3.0. Acres Tract in NWA SEC 6 TSON R11W, being part of L10 Bentwood Estates rec in Plat Deok/Page 212726 decs as: Beg at NE cord said L10. thence 500°02W 222.0. thence N89°0300CW 406.0°, thence N89°0300CW 406.0° thence N80°030CW 406.0° thence N80 Rem # 10 MATTISON STEPHEN M & HEIDI S MATTISON STEPHEN M& HEIDIS # 51...c 0 M Sec 15 751 R11 516 SAPPINGTON ST L5 & N 46 O' L6 in Daws SD of B1 Morningside Addn to City of Centralia as shown in Plat Book/ Page 5/56 2017R: \$1,42,50 Total: \$3,300.32

Rum # 8 CAMPBELL CHARLES F & LAURA B

Kem # 11 CAST IRON LLC CAST IRON LLC Sec 15 T51 R11 703 SAPPINGTON ST L6 Campbell's SD of Biks 2 & 5 of Morningside Addn to City of Centralia as shown in Plat Book/ Ders 5/CO Centralia as showr Page 5/59 2016R: \$1,648.86 2017R: \$1,295.54 Total: \$2,944.40

Idai: 13.819.84 Form 614 PERKINS GERALDINE & DANIEL BERRY GL: 72.7107.11 Sec 27 150 R13 LIGGN N DIPPMNS PATRIMSE LIGGN N DIPPMNS PATRIMSE DESCRIPTION OF THE STATE Sec 28 & In SW's of Sec 27 Rah Sec Located in 1500 R13.94 & being a part of Sur rec Book/Page 356 Sec Located in 1500 R13.94 & being a part of Sur rec Book/Page 356 LIGGN FILG 544W 851.97 from the SEC cord Sec 28 1500 R13.94 LIGGN FILG 544W 851.97 from the SEC cord Sec 28 1500 R13.94 LIGGN FILG 544W 851.97 from Sec 350 from SEC 350 from 550 m1783 LIGGN FILG 5450 from 550 m1783 LIGGN FILGN FILG SEC 350 from 550 m1783 LIGGN FILG 5450 from 550 m1783 LIGGN FILGN FILSN LIGGN FILGN FILGN FILGN FILGN FILSN LIGGN FILGN FILGN FILGN FILGN FILSN LIGGN FILGN FILGN FILGN FILGN FILGN FILGN FILSN LIGGN FILGN F

Rem # 15 KNOX CHARLOTTE MCKENNEY& GREGORY SKNOX In: Total 52 (27):21, 2-Sec 38 T50 R13 10050 N HWY W L1 Scottles 50 ashown by Plat B0 Senis 2: 341,31 20176: 52:058.87 Total: \$4,600.18

Rem # 16 BELLSHARD HOLDINGS LLC <u>in S1_ove13 02(12)</u> See 13 T50 R12 100 N RTE B L1 in Original Town of Halfsville as rec WD Book/Page 3278/100 2016Ft \$1.957.16 2017Ft \$1.173.70 Total: \$3.689.86

Ken # 17 JOHNSON CATHERINE M & EBEN R

5-7-0526101103 Sec 32 T50 R12 3500 E MT ZION CHURCH RD 3500 E MT ZION CHURCH RD Deeded 8.0 Acres Being an 8 acre tract located in NEVs SEV Sec 32 T50N R12W shown as Tract 5 of Sur Book/Page 1409-936 2016R; \$679.22 2017R; \$525.77 Total: \$1,204.99 tom # 18 COATS WESLEY DALE House DEVON & HOLLY HARRISON 2112312 00 00101 Sec 25 T50 R12 11800 N HECHT RD Deeded 5.0 Acres Tract in Sec 25 T50N R12W desc as: Tract 1 of Sur Book/Page 1107-374 20168; \$441.50 2017R: \$312.98 Total: \$754.48

HOUSE DEVON & HOLLY HARRISON 1.137-L175, X1, X1 Sec 11 T49 R13 815 W COLCHESTER RD L1 Pounds Place SD as shown in Plat Book/Page 36/17 2016R: \$3,958.18 2017R: \$3,290.88 Total: \$7,249.06

Rem # 28 BRICKMAN JOHN G <u>ICALE 4261 11000</u> Sec 11 749 R13 BAYLOR LN L12 B104 Lake Caroline SD #1 as shown in Plat Book/Page 10/132 2015R: 5294-78 2016F: \$10.68 2017R: \$20.22 Total: \$325.68

NURPHY CARL

Kam # 28 MURRAY PHILUP A Lind?: 7,77,9,27,75,55 Soc 20 149 R13 Decide 2,53 Acres Tract in NWk of Soc 20 149 R13 shown as Tract 1 of Sur Book/Page 38392/26 2016Pt: 53,025,86 2016Pt: 52,028,86 2016Pt: 52,028,86 2016Pt: 52,028,86

Rem # 30 JOLEY GARY R & JULIA M <u>JINEY GARY R & JULIA M</u> <u>JINEY GARY R & JULIA M</u> JINEY AND REAL STIL N HWY 763 Tract in EV of SEV of Sec 24 T49N Tabout Page 497-827, as rec WD Book/Page 1910/540, except part comwyed to State of MO as rec Book/Page 1910/540, except part comwyed to State of MO as rec Book/Page 1912/66 2016R: \$2,393.95 2017R: \$1,892.84 Total: \$4,286.79

Ren # 21 BECKHAM ASHLEY US-NJ 18:(N-19.2.22) Sec 18 TSOR 11 13801N LEVEL RD Deeded 2.69 Acres Calculated 2.5 acres Tract in Sec 18 TSON R11W shown by Sur Book/Page 448 1 where a Rt solle was your of the temperature intersection of the centerine of NS & EW county roads. Point 1 is the Sec or of SEV. SW4 Sec 18. Thence NO0'13W along the centerine of a county road 560.14' to point 2, where an iron was offset 250' Wb, Paul 2 is POB Thence N88 27M 177.34' to point 3 13W 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' Wb, Point 5 is the centerine of a datance of 660.14' to point 2 & POB, as rec QTOL Bowh 79a 27207 (QTCL Book) beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a datance of 660.14' to point 2 & POB, as rec QTOL beauty road a the property 20.66: \$367.91 20.176: \$209.69 Total: \$577.60 Rem # 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 Totai: \$811.05

Ken # 22 QUISANGERY RICHARD L III Let A13 I SUP (27: 13) SEG 19 TSOR R1 IIV Ges as Deg a Deeded 10.0 Acres Tract in SEW of Sec 19 TSOR R1 IIV Ges as Deg a Hill W. thence SOO - 00W 327.53: thence NOO'1975 107.95; thence NS9' 41W, 371.64; thence NOO'11 33.27' Io N ROW of Re '00' Immers B4 Jange 308 R0W 337' 491; 350.07' Ibo N ROW of Re '00' Immers B4 Jange 308 R0W 337' 491; 350.07' Ibo N ROW of Re '00' & POB; 350.07' Ibo N ROW of Re '00' & POB; 350.07' Ibo N ROW of Re '00' & POB; 350.07' Ibo N ROW of Re '00' & POB; 370.82', thence NS1' 491; 350.07' Ibo N ROW of Re '00' & POB; 350.07' Ibo N R147'; thence SS3' 17W, 284.39'; thence NS1' 491; 350.07' Ibo N R147'; thence SS3' 17W, 284.39'; thence NS1' 495; 350.07' Ibo N SROW of Re '00' said point being on a curve to the gint 353.36'; the chord of curve being 34' 342'; 353.36'; thence show S13 30'; 322.12' to a curve to right 224.15', the chord of suce the bend 553'37' Agg 942/527' & shown In Sur Boo/Agge 42/558 2016R: \$598.79 2017R: \$526.21 Tou: \$1.225.00' Rom # 32 CRUTCHFIELD DANIEL D & DEBRA J CRUTCHHIELD DANIEL D & DEBRA J 11 002 - T 01 0200 Sec 13 T49 R13 7630 N HWY VV L2 Crutchfield SD as shown in Plat L2 Crutchield SD a Book/Page 38/41 2016R: \$2,667.32 2017R: \$2,315.52 Total: \$4,982.84

Ken # 33 CALLAWAY BANK THE LASS.TRODUCTION Sec 26 T49 R13 4989 N. LEARNIEW RD A tract of land containing 10.0 ares, m/l. located in the EVA NEVA Sec 26 T49N R13W as shown and dest by Sar Book-Page 1549-70 2016/fr.\$58.05 2017/F.\$47.72 Toda: 526.57

Rem # 23 HARREON M 2.34 (2017) (2017) M 2.34 (2017) (2017) M 2.34 (2017) D400 N FLYWI IN Decded 2.18 Acres being its 1 & 2 01 Tact D of Hartey Properties as shown in PAB E004/Page 11/12 2017F: 5402.51 Tous: 51.94.73

Nem # 24 WFIL MIKE

Item # 94 WIEDMIER CHRIS & DANIELLE MIDNAR CHUIS & DAWILLE IMIT LOG MONATON Sec 26 149 R13 CREASY SPRINGS BD 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 NEW NWW of Sec 26 149N R13W and being a part of Tract 2 B1 Rayfield SD as shown and desc in Pati being a part of Tract 2 B1 Rayfield SD as shown and desc in Pati however to the Boone County Regional Sewer District permanent boever to the Boone County Regional Sever District permanent to county Regional Sever District permanent Deed Book/Page 4353/133 2016R: \$187.11

WEL MMFE 1.3.0 1149 R13 Sec 0.1 149 R13 9030 CREENLAND DR Deeded 11.27 Acres being Lts 1.& 2.0 f sur rein Book/Page 1135-63, said sur being in SEV of SEV of Sec 1 149M R13 W & in S part of the WV of SWV of Sec 6 149M R 1579, 95 2016 83,473.27 2017R: 83,689.43 Total: \$7,162.70 NGUYEN PHUONG T

11.9.46.27.17.192.194 Sec 25 T49 R13 4980 N SHALIMAR CT 4980 N ShaLimar Ci L30 B.I Shalimar Gardens as shown by Plat Book/Page 11/126 2016R: \$2,886.19 2017R: \$2,369.67 Total: \$5,255.86

MCGEE MARK

Sec 04 T49 R12 4170 E MCGEE RD Action Eventsense 14:00 Event

Kem # 37 JOLLEY GARY R & JULIA M

June 37 DILEF GARY R & JULIA M <u>12:1713-17:4717</u> 4730 E MCGEE RD Deeded 30. Acres Tract in NE% of Sec 04 149 R12 4730 E MCGEE RD Deeded 30. Acres Tract in NE% of Sec 04 149 R12W contains 1.9 Acres m/ deex as Beg at NE Cord Tract 2 of Sur Bow/Page 140 fact. NB9: 2006/W1 68.30' 105 E or of Sur Bow/Page 845-27: thence June of MGee Ho stad sur N00' 00' 06'W 352' m/1 to point on S R0W ine of MGee Hot At the Acro Jong Said R0W line S86: 50'00'E 126.84' to somt 60' laft of sta 8+50 of said read, thence 510' 08'90'E 52.20's S61' 60'00'E 00' to point 125' rgH of sta 788+30' of State Rte 8: thence S38' 10'05' N, 125' m/1 te POB so for a 70'f 0.0' ad int 125' rgH of sta 788+30' of State Rte 8: thence S38' 10'05' N, 125' m/1 te POB so for as 70+70.19 2017; \$1.435.68 Total: \$51.06.07' Tam \$28

Nom # 38 WALKER STEVEN (ESTATE)

Item # 39 NGUYEN NGOC B & JASMIN

2 0 0 Sec 11 T49 R12 Sec 11 149 R12 6200 E OREAR RD L22 B1 Hilview Acres SD as shown in Plat Book/Page 10/79 2016R: 5619.03 2017R: \$419.38 2017S: \$758.64 Total: \$1,797.05

Non # 40 LINZIE JAMES R AND CATHERINE A LINZE JAMES R AND CATHERINE A 22 5 2 5 2 0 2 49 R12 5901 N TERESA DR L59 Gregory Heights Addn #2 as shown in Plat Book/Page 9/7 2016ft: \$1,430.07 2017ft: \$1,090.46 Total: \$2,520.53

 Name # 41
 LABORDE JOYS

 2.11:7:0.32102 XD
 Sec 20149 R12

 0004 NIKENT DR A+8
 L78 Gregory Heights 5D Addn #3

 Replat 1 as 5hown in Plat Book/
 Page 10/37

 2016P: \$1.312.63
 2017P: \$1.305.06

 70aul: \$2.317.69
 Page 10/26

 Num
 # 42

 R & L INVESTMENT HOLDINGS LLC
 1.4.2.2.31.4.5.35.00

 2.4.2.2.34.4.5.35.00
 5.4.2.2.35.00

 2.5.10 E GAKBROOK DR A+8
 1.22.2.00

 1.22.2.00.7.88.9.88.74.0
 20155.81.13.3

 2.015.6.56.74.2.2.20155.561.32
 20157.564.52.2

 2.015.75.54.62.2.2.2.55.5.5
 3.5.5.5

Kam # 43 NGUYEN PHUONG T

Sec 19 T49 R12 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 2017R: \$1,297.62 2017S: \$1,257.66 2018S: \$6,559.25 Tents 5.0 B 20 C

Total: \$10,812.25

Item # 44 BUTLER MICHAEL R & HEATHER D Sec 30 T49 R12 2002 LONGSTREET DR L655 Plat #6 Arcadia S SD as shown in Plat Book/Page 34/26 2016R: \$2,006,43 2017R: \$3,454.80 Total: \$5,461.23

DocuSign Envelope ID: 4612EB69-2FC1-4F9D-8573-6DFBDE25923B

Rem # 45 MCBRIDE BONNIE J empenduce BONNE J 2: 73:30:30:30 Sec 31:149:R12 4001 CITATION DR L27 Belmont Village Plat. No. 2 as show by Plat Book/Page 27/19 2016R: \$1,382.99 2017R: \$2,531.74 Total: \$3,914.73

Rum # 46 SPICER DONALD R & ROSALIE A <u>17.121.07.04.14.51.67</u> Sec 31.149.R12 1501 SECRETARIAT DR L18 of Derby Ridge Pata No. 1 as shown in Pat Box/Page 20/38 2016F: \$3.334.33 2017F: \$2.2017F: \$2.2007F: \$2.2017F: \$2.2017F: \$2.2017F: \$2.2017F: \$2.2017F: \$2.2017F: \$2.2017F: \$2.2007F: \$2.20

Kem # 47 NGUYEN NGOC B

ASS 2: 27:32:100 Sec 27 T49 R12 S391 E ELDER 0R Lts 1&2 Southern View Acres SD as shown in Piat Book/Page 10/90 20166: \$14:437.23 20165: \$192.84 Total: \$2,044.12 :.00

Rom # 48 COLUMBIA BASS PROPERTIES LLC Sec 33 T49 R12 A status in the second second

 Ram # 49
 JACKSON XAVIER

 14.015.000 XAVIER
 20.01

 14.015.000 XAVIER
 20.01

 14.010 XMEW DR
 21.10

 14.000 XMEW DR
 20.061: \$2.264.95

 20.176: \$2.264.95
 20.176: \$1.246.80

 Total: \$4.133.75
 5

Kem # 50 SMITH JERALD WINFRED & MARY SHIRLEY SHILLEY Sec 33 T49 F12 4619 0AK VIEW DR E 28 0: 134 48 II L35 of Oakview Terrace SD as shown in Plat Book/ Page 7/51 2016F: \$1,528.64 2017F: \$1,604.55 Total: \$3,333.19 Rem # 51. BARRINGHAUS LARRY E & CONNIE

BARRINGHAUS LARPY E & CONNIE S 1. J. J. J. J. J. J. S. J. Sec 0. 11 401.4 Sec 0. 11 401.4 Sec 0. 11 401.4 Sec 0. 11 401.4 Sec 0. 11 401.8 Sec 0. 11 401.8 Sec 0. 11 401.8 Sec 1. 1401.8 Sec 1.

Kem # 52 HENIGAN MARK H & SANDRA S HENIGAN MARK H & SAN Sec 01 T48 R14 2300 N HAWTHORN DR L23 of Rolingwood SD a Plat Book/Page 10/10 2016R: \$2,174.46 2017R: \$1,752.33 Total: \$3,926.79

Kom # 53 STOVER MARK E Sec 02 T48 R14 Sec 02 T48 R14 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)

Item # 55 SNIPES J L

SNIPES J L <u>15 57.4351.22 J.57.27</u> Sec 11 T48 R13 713 HUNT AVE L47 Alamo Piace SD as shown in Piat Book/Page 3/34 2015R: 5756.48 2017R: \$516.97 Total: \$1,273.45

 Num
 9.56

 PAGE EVELTN L & DENNIS E
 1.5.124.07.07.07.07.07

 Sec 11 148 R13
 5.313 W SEXTON RD

 L4 Mikels SD of Lts 83, 84, 85, 88, 84
 5.80, 87.07

 MVb Lts 86 68 70 Gamba Addm
 10.600/Page 27.07

 Dool/Page 27.07
 2016R: \$751.53

 Total: \$1,544.05
 2017R: \$757.12

HALL SONA 15:14 - 14:15 - 15:15 See 11 - 148 R13 7:14 MIKEL ST E 55:07 of Lts 62 & 63 of Northwest Highlands Addn to the CRy of Columbia as shown in Plat Book/ Page 4/6 2016F: \$927.79 2017F: \$10.086 Total: \$1.938.65 Sec 12 T48 R13 512 NOBLE CT L5 except the fol Sec 12 148 11.3 Siz NOBLE CT he following desc Lising of land: Brig at SE cor of said L5, thence Wy to a point on the Wy line of skid L5 at a point 10.0' to Wr wing or skid L5 at a point 10.0' to the WW car of said L4, thence BEy along said Wy line L5 re POB skit the SEP 10.6' of L6 lying parallel to and adjoining the Noble's SD in Cry of Coumbia as rec Book/Page 2651/161 2018; 564.02 2017; 5874.66 Ram # 58 HICKEM PATRICIA DEANNE, DEBRA SUE HICKS, DANA JOYCE HICKEM, JULIA DENISE HICKEM 6 3.4 70 17 010/00 Sec 11 T48 R13 710 COOK AVE 710 COOK AVE The NV2 of Lts 59 & 60 Bank's SD of Lts 33,46, and 47 of Ganth's SD of Lts 49 to 72 inclusive of Ganth'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 RICHARDSON DORIS

HALL SON

RICHARDSON DORIS 16,311,00-117,020 Sec 11,148,R13 707 BANKS AVE SVs Lts 61 & 62 Banks SD of Lts 33,46 & 47 of Garths SD of Lts 49 to 72 inclusive, of Garths Adot to 54 the City of Coumbia: & AN to of vacated Peary St as shown in Plat Book/Page 72,14 2016Ft: \$1,304,34 2017Ft: \$13,04,34 2017R: \$954.65 Total: \$2,258.79

Ren 6 60 NELSON MAXINE A 16 Mark 2020 201 Sec 11 748 R13 906 MADISON ST L4 Levis SD as shown in Plat Book/ Page 7/69 2016ft: \$1,120,90 2017ft: SB08.25 Total: \$1,929.15

Rem # 61 WREN CHARLES & TERESA (0.315.30.11-31/17) Sec 12 T45 R13 1107 GRAND AVE N37 of 133 Gutar's SD & Park Addn as shown in Plat Book/Page 1/16 2016R: \$843.13 2017R: \$575.03 Total: \$1,418.16

Rem # 62 KEY RUBYN AND CLEMENTINE ALS 1: AR 12 (25:05) Sec 12 T48 R13 15 FOURTH AVE L23 Guitars 50 & Park Addn to City of Columbia as shown in Plat Book/ Dwth 3/32 Page 1/16 2016R: \$348.81 2017R: \$484.64 Total: \$922.45 1 \$833.45

SOBCHAK ESTATE LLC 16 :10 (16) Sec 12 T48 R13 Sec 12 T48 R13 207 FOURTH AVE EVs of 133 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

 Rem # 65
 KMRK6ADE GREGORY CHARLES

 1.1.0.0.13.00.17
 1.0.10.11

 1.0.1.0.13.00.17
 1.0.11

 1.0.1.0.11.01
 1.0.11

 1.0.10.11.01
 FORST AVE

 1.0.10.11.01
 FORST AVE

 1.0.10.11.01
 FORST AVE

 1.0.10.11.01
 FORST AVE

 1.0.11.01
 FORST AVE

 1.0.11.01

Ram # 66 BRADFORD DELORES A

Total: \$2,197.13

RICHMOND ENELL THOMAS BIRCH BROWL JAANTA WILXER OPAL BROWL JAANTA WILXER OPAL BROWL JAANTA WILXER OPAL BROWLARD, AREA CLUTTES AND AVERS, HESTER CHEATUM, ELA ULMER, SARA DUEL JAVENIA GALBREATH, GEORGE BROWN, JA, STANLEY BROWN, IRAW AWRCHT. PHYLLIB ROWERS, ELORIA GANT, ERNEST JORES, AND ALICE ULLIS, JC, JC, JC, JC, WILLIAMS BROWN LIGHT, SCHLEND 215 W WORLEY ST E 50.0° US \$ 10 & 11 Alex Bradrod Jn. SD of L30 Gantha Bradrod Jn. SD of L30 Gantha Bradrod Jn. SD of L30 Gantha Galdna sanown in Plat Book/Page J300 Coller: 5775.18 2017R: 5694.10 Totat \$1,469.28

Ram # 77 RAPP RODNEY & LORI

TRASS PRESIDENT ESTATE

KAUFMAN KEVN IF: 21a.9-Dec.J.kbX Sec 11 148 R13 510 W WORLEY ST 110 Smithion Addin to City of Columbia as shown in Plat Book/ Page 1/45 2016F: \$1,236.08 2017F: \$905.28 Total: \$2,141.36

Kom # 72 KAUFMAN KEVIN

Itom # 73 CLARK CHARITY

Rem # 74 BENNETT KATHERINE 15 16 1 9 (24) 3 (24) Sec 11 T4B R13

tem # 75 LEONARD SARAH (LEWIS)

JOHNSON RICHARD D

16 -13 X + 3 - 1 Sec 12 T48 R13

Sec 12 T48 R13 206 W WORLEY ST L6 of Sur of N/s & N/s of S/s 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 1509/240 2018R: \$741.24 2017R: \$488.01 Total: \$1,229.25

Rem #17 RAPP ROJUSTALON ARPP ROJUSTALON CONTAGENESS S22 WOLLSESPE ERIDGE Calculated 1.9 Acres Tract locked in SWA Sec 19 TARN R13W desc as: Beg at point on EW 4 sec line of said Sec 19 TARN R13W desc as: Beg at point on EW 4 sec line of said Sec 19 TARN R13W desc as: Beg at point on EW 4 sec line deed rcs Book/Page 113/9644 & desc to Sur Book/Page 113/9644 Aussin property: A its continuation data poncerty & its continuation 22W along the W inne of said Aussin property. A its continuation 22W along to pont: thence NOO 12Z 435.0' to POB as rec WD Book/Page 560/914 2017R: 52.756.44 2017R: 52.756.44 2017R: 52.756.95 Total: 55.013.39

Rem # 78 ABDULLAH SAM N & DONNA L

ABUDICAH SAM N& ODINAL 12-12-00-11-12-12 Sec 20 748 R13 4502 GAGE Noods Hat L3 Atkinson Woods Plat 1 as shown in Plat Book/Page 29/19 2016ft: \$3,134.02 2017ft: \$2,635.57 Total: \$5,769.59
 Name
 70

 VGUFE OWNED PROPERTIES LLC
 Visit State

 Val ADD Visit State
 Sec 12 148 R13

 908 N SEVENTH ST
 S50 07 14 Ballew's SD of 13 25

 acres in W park NEW NEW Sec 12
 T48N R13W, as shown in Pate

 Book/Page 1/25, tract froming W
 Toting back Etc

 E. line of said (4 as shown in Sir Book/Page 1/274
 S2016R; 500.855 2017R; 562.84

 Totil: \$1.529.19

 Ram
 79

 SYDNEY GRAY PROPERTIES LLC
 154-102.01.01.01

 Set 2014.01.01
 30

 Soft 2014.01
 30

Rem # 80 SQUIRES DANIELLE SQUIRES DANIELLE builds vice v 46.520 Sec 20 T48 R13 1905 LIMESTONE AVE L143 Stonecrest 5D Plat 4 in City of Columbia as shown in Plat Book/ Page 36/53 2016F: \$3,846.12 2017F: \$3,122.72 Total: \$6,968.84

Ram # 81. BOTT DIXIE L Sec 15 T48 R13 Sec 15 148 R13 214 W BIRAWOD LN Tract being the N 83.0° of Tract 4 & the S 15.0° of Tract 3 & 6 Rockingham Place as rec Plat Book/Page 7/20 and rec DT Book/ Page 528/465 2015R: \$2,731.20 2017R: \$2,150.28 Total: \$4,881.48

KAY RAYMOND L Kam Ary Kay MoND L Kay Ray MoND L Solo 518 20 Da 182 207 W Bink WOOD LN L9 B7 of Rockingham Place Addn as shown in Sur Book/Page 3832as shown in 507 5 92 2016R: \$2.675.15 2017R: \$2.111.11 Total: \$4,786.26

CLARK CHARITY 16216 x - 505-101 16216 x - 505-101 16313 1194 LEXANDER AVE L176 Smithon Adds to City of Columbia as shown in Plat Book/ Page 1/45 2017R; 157.59.1 Total: \$1,839.49 Rem # 89 BROWDER ALLEN C & ALISON J BROWDER 2200 ROLLINS RD L64 Lakeshore Estates SD in SWV4 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

> Ram # 84 BUSSEN KEVIN L

13 18.1 92.433 See 11 74 B13 703 W BRADWAY Uhit 2 of L13 In Garth's Addn, a Condominum, as created and des in Declaration of Condominium of L13ge 3107.422 er coll condominum Pat #2, repair of Gierwood Condominum #1, as rec in sur Bock/Page 3449-155, being further des by Supplement to Declaration of Condominium for L13 in Garth's Addn rec in Bock/ Page 32137838, to Include the limited common elements des-troppeny align aved to Richard Marsesa and John Yukmanoke (215/93 B) routes De dre in Bock/Page 304/71. As rec in WD Bock/Page 352/99 2016F: \$3,813.87 2017F: \$3,813.87 2017F: \$3,813.87 2017F: \$3,810.59 Total \$6,920.46 Rem # 85 MCDONALD MICHAEL TODD & KATHERINE A ACTIONED MONEL (1000 & ACTIFERINE & 500 (2000) ACTIFERENT 302 W ROADWAY 302 W ROADWAY 302 W ROADWAY 302 W ROADWAY 403 Park Hat S, an addin to the City of Columbia as shown by Plat Book/Page 302 2016; 52,197.82 2017; 51,172.46 Total: \$3,922.28

Rem # 86 OFFICER STEVEN WILLIAM

OFFICER STEVEN WILLIAM 5.617-02-015-15.05.03 Sec 14 148 R13 1403 ROLLINS RD L14 Sunset HIII Addn #7 as shown in Plat Book/page 5/36 2016ft: \$2,997.90 2017ft: \$2,407.40 Total: \$5,405.30 LEMARD SARAH (LEWIS) LECIMARD SARAH (LEWIS) LECIMARD SARAH (LEWIS) LECIMARD SARAH (LEWIS) S6 PENULTON ST Part of L47 Genths Addin to the Cky of Columbia des ass: Staring at the NW cor of said L47; thence with the NW cor of said L47; thence with the No time IE, 98 ab 7; thence 5 40.0° to an ison; the POB; thence Ely parallel to the No time 43.8° to an ison; thence \$ 81.0° to an ison; thence Wiy parallel to the No time 48.9° to an ison; thence N 81.0° to Book/Page 273-343 2016; \$77.3343 2017; \$648.06 Total: \$1,424.39

 Ram
 # 61

 NIL SON NOSHLA LINWOODD
 1

 \$\$ 4302.A03.05
 5

 \$\$ 1438.713
 5

 \$\$ 1448.713
 1

 \$\$ 1443.513.00000 km or SD as shown in Pilk Son/Page 5/33
 201671: \$1.468.72

 \$\$ 201771: \$1.109.72
 7

 \$\$ Total: \$2.578.44
 4

Rom # 88 BROOKS MILDRED A

DIFUORS MILDRED A 10 Dirac 10 Dirac

HARRISON KAYTINA M REVOCABLE IVING TRUST Sec 34 T48 R13 Sec 34 T48 R13 4104 FALL RIDGE DR L135 The Pines SD as shown in Plat Book/Page 28/38 2016f: \$8,359.65 2017f: \$7,116.44 Total: \$15,476.09

Nom # 90 HARRISON KAYTINA M REVOCABLE LIVING TRUST LIVING TRUST <u>IN MOVING 7.5.5.2.</u> Sec 34 148 R13 4806 NEWCASTLE DR LG6 Plat 4 Heritage Meadows SD as shown in Plat Book/Page 32/36 2016R: \$3,83.095 2017R: \$3,189.14 Total: \$7,020.09

Item # 91 LAMONDA JUSTIN & NATALIA LAMONDA JUSTIN & NATALIA 1. 321:52 (STATAR) Sec 28 148 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 2016ft: \$13,765.30 2017ft: \$11,802.92 Total: \$25,568.22

RILEY LISA M & BRUCE A LUXON Sec 25 T48 R13 443 F0XFIRE DR Unit 4-6-D of Foxfire SD - Replat of L4, Piat 2, as shown by Plat Book/ Page 17/28 2016ft: \$1,788.28 2017ft: \$1,409.45 Total: \$3,197.73

NGUYEN NGOC & JASMIN

MAY THOMAS E & ESTELLE L MAY THOMAS E & ESTELLE L 170 90 90 40 5 Since Sec 06 T48 R12 2027 HOLIV AVE Tract tocated in NEVs Sec 6 T48N R12W in City of Columbia dess as: Beg at NE cor of Sec 6, thence 5 along division line between Sections 5 & 6.1004.07 thence 4 along Vandwer Rd. 725.07 to P08 for Sur, Thence N (along & with W ing of Sur #752) 290.47. thence as shown by Sur Book/Page 237-140 as rec TD Book/Page 3457/102 2016F: \$16.847.54 2017F: \$16.847.54 2017F: \$16.847.54 2017F: \$16.847.54 2017F: \$16.866.63 Total: \$30.916.17

GARAY-CONTRERAS JOSE LUIS Sec 05 T48 R12 2503 WILLOWBROOK CT L52 Nelwood SD as show Book/Page 6/51 2016R: \$1,409.86 2017R: \$1,463.91 Total: \$2,873.77 un in Die

Item # 96 TRENT REAL ESTATE LLC THENT REAL ESTATE LLC <u>12.07470 JSK-DT</u> Sec 06 T48 R12 1305 E BUS LOOP 70 L21 and NV5 of L20 of E.C. More's SD, excepting therefrom that part conveyed to the State of M0, acting by and through the State Hwy Commission of M0 as rec in Read Book/Page 1575/6740 and rec in WD Book/Page 1575/6740 and rec in WD Book/Page 1575/6740 and rec in WD Book/Page 1575/67 2016R: \$14.618.29 2017R: \$18,390.58 Total: \$33,008.87

 Neuron # 97

 NGUYEN NGOC B & JASMIN S

 J. 213.6x JASMIN S

 J. 213.6x JARCH CT

 J201-1207 LARCH CT

 Lts. 1.2.3 & 4 of Valley HIG SD. a

 revised part of LS2 of E C Moore's

 SD as shown in Plat Book/Page 7/2

 2016F: 56.2.2.67

 2016F: 55.2.2.67

 Toral's 15.002.58

ttem # 98 MATTISON LAURIE S REVOCABLE TRUST TRUST 5 cc 05 T48 R12 2414 QUAIL DR E01 White Gate SD 2nd Addn in City of Columbia as shown in Plat Book/ Page 7/45 2016R: \$1,802.63 2017R: \$1,999.23 Total: \$3,201.86

 Ram # 99

 WARNER BRENDAN M

 11.002 30:11 10:0.

 Sec 03 148 R12

 1802 PRIMUS DR

 L152 Thessails 3D Plat 7 in City of Columbia, as shown in Plat Book/

 Pare 80.0.
 Page 39/2 2016R: \$2,891.04 2017R: \$2,390.34 Total: \$5,281.38

Rom # 100 PONZER JACQUELINE A PONZER JACQUELINE A 17.205.021 + 1/L1.11 Sec 04 T48 R12 2110 MEADOWVALE CT L2 of Meadowvale SD in City of Columbia as shown in Plat Book," Page 7/48 2016R: \$896.94 2017R: \$13.83.84 Total: \$2.280.78

DocuSign Envelope

e ID: 4612EB	69-2FC1-4F9D-857	3-6DFBDE25923B			
	Non 2 011 CONFER (SMALL) CONFER (SMALL) CONFER (SMALL) Sec 04 148 (SMALL) Small (SMALL) Sec 04 148 (Small (SMALL)) Small (SMALL) Sec 04 148 (Small (SMALL)) Small (SMALL) Sec 04 148 (Small (SMALL)) Small (SMALL) Small (Small (SMALL)) Small (SMALL) Small (Small (SMALL)) Small (SMALL) Small (SMALL) Small (SMALL) Small (SMALL)	State 2105 STOCWELL STOCWELL 1 C137131207070 Sec 11748 R12 SOG SOB WALDOC TARBON Meadows SD as shown in Pile Book/Page 10/2 SOB VALDOC TARBON Meadows SD as shown in Pile Book/Page 10/2 2017/F: 52.306.05 Total: 85.128.53 Solution	Image 1.00 MUBER 1.00 MUBER 1.00 Been 18748 1.00 Boen 18748 1.00 U03 FYER PL 1.01 U17 84 Gentrys Revision of a pt of Fylers 5D of Fylers adom to the City of Columbia as shown in Plat Book/ 201691: 1.06.54 201781: 85.65.27 Total: \$2.029.26	Start 9413 STL 194 JOHN J 	Nam # 115 BRETHORST JOE & DIANA A <u>4.55</u> ,,,,,,,,
	Rem # 102 BERRY AUDRA K 1 2010 x2102200 SC03148122 151021 Midlar Hits 50 as shown in Pail Rook/Page 9/19 20169: \$928.03 2017R: \$661.75 Total: \$1.587.78	Rem # 108 BLYSTANEFA VELLAM 17.13.114.01.01.20 Sec 11.148.R12 30.3H0GAND LAB B4 Fairway Meadows 3D as shown in Plat Bool/Page 10/60. In the shown in Plat 12.00 thence \$12.10 to PDB as rec WD Book/Page 532/548 2016ft: \$2.185.31 2017ft: \$1.70.02 Total: \$3.955.33	Ram # 110 PHILIPS ASHLEY S & CHRISTOPHER A STEPHENS 	Phence N 363.01' la rom thence E 1200 to rom thence S 353.01 to rom, thence N89 '52W, 120.01' to rom & POB combining 1.0.4ces m/ las shown in Sur Book/Page 3467.25 and QTCL Book/Page 3467.25 and State and State and State and State State and State and State and State and State and State and State and State and State and State and State and State and State State and State and State and State State and State and State and State and State and State and State and State and State and State and State and State and State and State and State and State State and State State State State State and State and State Sta	said Sur, 500'00'00'W 31.80; thence 5374'00'W 31.80; thence N874'40'W 187.80; thence N874'40'W 187.80; the Wine of said Sur, thence along the Wine of said Sur, thence along the Wine of said Sur, N2'4'30'O'W 298.00' to the F08 20176; 180'0'S 15 20177; 12.00; 94 Total: 32.016,49 Ten: 13.6 HUETI DYUAN KRISTOPHER 1.50' 10'D' 10'D' See 19746 F12 2340 ECEDAR TREE IN Decede O 5 Aces A lot 105'W A 5 by 21.00'E A Win 5W cord NVs of 43 Aces baing that part of 5's
	Rem # 103 STRABALA JEREMY LYNNE 122_43rb 3,725-02 Sec 03 F48 R12 S602 F PNR-DNRST LN La terroof Externs as shown in Plat Book/Page 11/178 2016Ft 51.643.68 2017Ft 51.643.68 2017Ft 51.693.682	Burn # 1.07 BUCNMAN EMMAN EMMAN BUCNMAN EMMAN EMMAN See 11 148/R12 BOO DEMMET DR L23 B4 Fairway Medoox SD as shown in Pit Book/Page 10/120 2016H: 52.70.86 2016H: 52.70.86 2016H: 52.70.85	Rem # 111 GREENUP ENNEST WARVE 15.100052382. 105155 ESRENTYCIR L11 Meadow Vilage as shown in Phat Book/Page 10/105 20184: 51,556.86 20184: 51,556.86 Total: \$2,736.41	acter tract, being POB. Thence NOO" 4100°E along line between last said 0.5 acter tract, and line line dia 2.4.2 schematike strategy line line line line line line of 847.36° to NE line of a said 2.4.0 acter tract, being the NW cord of said 2.4.0 schematike line of lists said tract, 146.0° to NE cord thereof, thence 5000 35.30°M saing E line of said ALS are tract, thence 58° 22.230° 5000 35.30°M saing E line of said ALS are tract, thence 58° 22.230° 5000 35.30°M saing E line of said ALS are tract, thence 58° 22.230° NOO 34.30°M saing E line of said ALS are tract, thence 58° 22.230° NOO 34.30°M saing E line of said ALS are tract, thence tracted, thence NB9 0.0450°M saing E line of said ALS are tract. The ALS are tracted by the NB9 0.0450°M said tracted by the said NB9 0.0450°M said tracted by the said NB9 0.0450°M said tracted by the said tracted by the NB9 0.0450°M said tracted by the said tracted by the NB9 0.0450°M said tracted by the said tracted by the NB9 0.0450°M said tracted by the said tracted by the said tracted by the Said tracted by the said tracted by the sa	NEVs of Sec 19 T46 R12 lying E of Public Road as new XD Book/Page 2802/R52 and QTCL Boox/Page 2002/R52 and QTCL Boox/Page 2003/R5: 855-730 2017R: \$607.86 Total: \$1.465.16 Rem 8117 REC ALM REC ALM Sofe BROADOMAY Text 2 Rice's SD Pilt 2 in City of Asaland as shown in Pilt Book/ Page 31/23 2016R: \$1.851.21 2017R: \$1.466.27 Total: \$3.1/48 Rem 6118 CAMED INVESTMENT PROPERTIES
	Ram # 104 HAUBNEE ROCER & THERESA - 2/5 (1) - 4, etc. Sec 10 748 R32 SOON CRATER LAKE DR LSO, except the N 10.0 °D thereol, of Lake of the Woods SD Plat 1 as shown in Plat Book/Page 11/20 2016/F: 82, 37.3 2 2016/F: 82, 37.3 2 2016/F: 82, 30.94	tem 6 108 BUCKMAN EXMAN EXANE 17 115 17 11 15 5, 50 56 11 148 FA 2 758 DEMARET DR 148 B2 Fairway Meadows SD as shown in Piat Book/Fage 10/21 2017H: \$1022.69 Total: \$4,303.69	Ram # 112 COUNTS MELISSA SCOTT 20.415 5.0.2015. Sec 10 74 78 78 3 1690 WAMOS DR L57 Cedatrocok SD Plat 1 as shown in Piat Book/Fage 10/23 2017fk \$1.386.65 Total: \$3.105.64	Rum 9 114 YOUNG MARE & BRYAN Zhi ug Chi 20 06 Sec 26 146 RT3 701 W CEDAR TREE LN Deeded 251 Cares Tract in SEV. of Sec 26 146N R33W as shown in Pint Book/Page 2436/110 2016R 8508.14 2017R: \$314.58 Total: \$522.73	LLC 2.1 Star 12, 51 - 2022 L2 Sec 39 126 FM2 B321 E GLMARE IN L2 of Jennoe Woods SD, a minor L2 of Jennoe Woods SD, a minor D326F 5963 399 - 2017R 5691.68 Total: \$1,655.67 Brian McColum Collector of Revenue Boore County, Massuri Insertions: Counthol Dally Tribune July 18, July 25, August 1, 2018

78 -2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI County of Boone	May Session of the April Ad	ljourned		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 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:

Shanna A. Lennon pg

Brianna L. Lennon Clerk of the County Commission

aniel K. Atwill

Presiding Commissioner I. Party 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

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

	endor		Coastal Ene			Missor	uri Petroleum	Products Co.,	110		Vance Bro	thers, Inc.	
			Coastal Life	Sigy corp		14115500		Fibuucts co.,					
ltem	QTY	Delivered Price/gal	Picked up- Price/gal 1000 gal minimum	Picked up Price/gal full transport Ioad	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	e Per Hour		\$75,	00			\$100	.00			\$70	0.00	
13 Demurrage begins after:	* # Hours		2				1.5	5			1	.5	
14 Delivery turnarou	und: Days		1				1					1	
Renewals: Maxim 15 % increase for any renewal period			109	6			189	%			5(0%	
16 Coop?	Yes / No		Ye	5			Ye	S			N	lo	

24-16APR19 - Bituminous Materials - Term & Supply

No Bids:

PURCHASE AGREEMENT FOR BITUMINOUS MATERIAL TERM AND SUPPLY

THIS AGREEMENT dated the ______ day of ______ 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 unexecuted 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

(DocuSigned by:	
By	Do-Day	
Ţ		
Title	Asphalt sales	rep

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by: and K. Atal

Danie K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:	
a. 4. 1 Mare	
hu De	
Countre Counselo	or

ATTEST:

— Docusigned by: Brianna L Lunnon by M† Commercement

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.)

4/25/2019

2040/26400 Term/Supply

Signadaupe 84244D...

25/2015

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 resubmittal 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.



VENDOR RESPONSE PAGE Delivered Prices shall be quoted FOB Destination

Item No	o. 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	A 200 7.5.	\$1.74	1.74
2.	1,500 Gal	MC-3000	\$2,61	\$2.56	\$ 2.56
3.	6,000 Gal	PEP	\$3.85	A3.80	#3,80
4.	1-Full Tanker Load	SS-1	A1, 47	\$ 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	\$2.41	\$ 2.61
7.	1-Full Tanker Load	MC-30	B2.81	#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	82.14	\$ 2.09	\$ 2.09
11.	150,000 Gal	Emulsified Asphalt EA-90P	\$ 2.44	B 2.34	\$2.39
12.	Per Hour	Demurrage Charge:			\$ <u>75</u> /hr
13.		Demurrage Charge begins after <u></u> hrs			1 400 000-

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 h	days after re	ceipt of order.
15.	Maximum % increase for any renewal period:	10	% Increase

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 <u>Revised Statutes of Missouri</u>. 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.

Date

Company Name: <u>COAStal Energy Corp</u>
Address:
City/Zip: Willow Springs, MO65793
Phone Number: 417 469 2777
Fax Number: 417-469-2294
Federal Tax ID: $43 - 1243464$

() Partnership - Name	
() Individual/Proprietor	ship - Individual Name:
Social Security Number	·
() Other (Specify)	
When Organized:	
When Incorporated:	1-1-1981
Exempt From Tax Repor	ting? Yes No
Authorized Representativ	e Signature:
	ð
Print Name and Title of Au $\partial \rho \wedge Since$	thorized Representative leton SAICS <u>Rep</u>

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TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM <u>MAY 1, 2019</u> <u>THROUGH AUGUST 31, 2019</u> 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:

- Boone County, 613 E. Ash St., Room 113, Columbia, Mo 65201 Contact: Robert Wilson, Buyer (573) 886-4393
- City of Columbia, 701 E. Broadway, 5th 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 <u>30</u> 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) <u>A negative answer to the above is not an evaluation factor for award of this contract.</u>

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, <u>Federal Register</u> (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.

on Single eton Name and Title of Authorized Representative 9-19 Signature

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=75bce2e26140511 0VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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

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

County of Hovell State of Missour

My name is <u>i</u>) <u>On</u> <u>Sincleton</u>. I am an authorized agent of <u>COAStal Energy Corp</u> (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.

Commission #14602383

	Afriant	8 gt	<u>4-4-19</u> Date
	Printed Na	Singleton	
Subscribed and sworn to before me this <u> </u>	Jun	prì], 20 <u>19</u> . 	ul_
	Γ	JENNIFER ROTHE Notary Public – Nota STATE OF MISSO Howell County	

ACORD [®] C	ER	TIF	ICATE OF LIA	BILITY		JRANC	E _{3/1/2020}		MM/DD/YYYY) 5/2019
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.									
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	t to t	he ter	ms and conditions of th	ne policy, c	ertain p	olicies may r			
PRODUCER LOCKTON COMPANIES				CONTACT NAME:					
444 W. 47TH STREET, SUITE 900									
KANSAS CITY MO 64112-19 (816) 960-9000	06			E-MAIL ADDRESS:					
(810) 900-9000									NAIC #
	_	_		INSURER A :	Nationa	l Interstate I	nsurance Company		32620
INSURED FMC TRANSPORT, INC.				INSURER B :					
PU BUX 218				INSURER C :					
1 COASTAL DRIVE WILLOW SPRINGS MO 6579	3			INSURER D :					
	5			INSURER E :					
COVERAGES FMCTR01 CE		-	NUMBER: 1066467	INSURER F :			REVISION NUMBER:	vv	xxxxx
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	S OF EQUI PER	INSUF REME FAIN,	ANCE LISTED BELOW HANT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CO DED BY THE	POLICIE	OR OTHER D S DESCRIBED	D NAMED ABOVE FOR DOCUMENT WITH RESP	THE POL	ICY PERIOD WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL	SUBR				POLICY EXP (MM/DD/YYYY)	LIN	ITS	
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CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 100	,000
				1			MED EXP (Any one person)	\$ 5,00	
		1 1		84			PERSONAL & ADV INJURY		00,000
				l.bo			GENERAL AGGREGATE	1	00,000
							PRODUCTS - COMP/OP AGO	s 1,00 s	00,000
	Y	N	VPP4900076-02	3/1/	/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)		00,000
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AUTOS ONLY AUTOS	1						BODILY INJURY (Per accider		XXXXX
AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)		XXXXX
X MCS-90 X CA 99 48									XXXXX
	N	N	VEX4900076-02	3/1/	/2019	3/1/2020	EACH OCCURRENCE		00,000
EXCESS LIAB CLAIMS-MAD	E						AGGREGATE	-	00,000
DED RETENTION \$		N					V PER OTH-		XXXXX
A AND EMPLOYERS' LIABILITY Y/N		N	VWC4900076-02	3/1/	/2019	3/1/2020	A STATUTE ER		00.000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYI		00,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI		
A CARGO	N	N	VPP4900076-02	3/1	/2019	3/1/2020	\$100,000 LIMIT	1 3 1,0	00,000
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.									
				CANOT	LATION				
	CERTIFICATE HOLDER CANCELLATION								
10664674 Boone County Purchasing Department 613 E. Ash Street				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Columbia MO 65201					AUTHORIZED REPRESENTATIVE				
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REQUEST FOR BID

Bid Number: (24-16APR19)

Closing Date: <u>April 16, 2019</u> 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



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 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.



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



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. <u>Contract will be from May 1, 2019 through August 31, 2019 with subsequent 4-month renewal period options, not to exceed (8) renewal periods</u>. 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.

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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.

<u>Specifications for Penetrating Emulsified Prime (PEP)</u>- 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.)

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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, payment0 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.



REQUEST FOR BID

Bid Number: (24-16APR19)

Closing Date: <u>April 16, 2019</u> 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



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 <u>www.showmeboone.com</u> 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.



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: <u>rwilson@boonecountymo.org</u>



TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM <u>MAY 1, 2019</u> <u>THROUGH AUGUST 31, 2019</u> 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:

- Boone County, 613 E. Ash St., Room 113, Columbia, Mo 65201 Contact: Robert Wilson, Buyer (573) 886-4393
- City of Columbia, 701 E. Broadway, 5th 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) <u>A negative answer to the above is not an evaluation factor for award of this contract.</u>



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. <u>Contract will be from May 1, 2019 through August 31, 2019 with subsequent 4-month renewal period</u> 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 <u>by line item</u>.

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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.

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<u>Material conformance for CHFRS-2P</u> (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:

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6. Deliveries:

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INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

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.



VENDOR RESPONSE PAGE Delivered Prices shall be quoted FOB Destination

Item N	o. 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 afterhrs.			

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. <u>Maximum</u> % increase for any renewal period: _____% Increase

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the <u>Revised Statutes of Missouri</u>. 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:	() Partnership - Name		
	() Individual/Proprietorship - Individual Name:		
Address:			
	Social Security Number :		
City/Zip:	() Other (Specify)		
	When Organized:		
Phone Number:	When Incorporated:		
	Exempt From Tax Reporting? Yes No		
Fax Number:	Authorized Representative Signature:		
Federal Tax ID:	Print Name and Title of Authorized Representative		
() Corporation	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:

(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, <u>Federal Register</u> (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=75bce2e26140511 0VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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

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

County of)
)ss
State of)

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

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

	Affiant	Date	
	Printed Name		
Subscribed and sworn to before me this	day of	, 20	

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of)

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

Date

Signature

Social Security Number or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

Commission Order #

PURCHASE AGREEMENT FOR BITUMINOUS MATERIAL TERM AND SUPPLY

THIS AGREEMENT dated the ^{7th} 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 unexecuted 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 unexecuted 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	
	218D33		
Titl	_e Vice	President	

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by: 4 K. Mat

Danie Mc DAttwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:	
Male 1 Nother	
hu De J	
Counterouncelor	
Courreveentiisciui	

DocuSigned by:

Brianna L Lennon by Mt County Cterk

ATTEST:

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: June 5. Printed by cg. 4/25/2019	2040/26400 T

erm/Supply

SIGNADE 84244D.

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 resubmittal 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.



VENDOR RESPONSE PAGE Delivered Prices shall be quoted FOB Destination

Item N	o. 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	1.84	1.65	1.65
2.	1,500 Gal	MC-3000	2.63	2.44	2.44
3.	6,000 Gal	PEP	No Bid	No Bid	No Bid
4.	1-Full Tanker Load	SS-1	1.88	1.69	1.69
5.	230,000 Gal	CRS-2P	2.13	1.94	1.94
6.	1-Full Tanker Load	MC-800	2.70	2.51	2.51
7.	1-Full Tanker Load	MC-30	2.92	2.73	2.73
8.	6,000 Gal	AEP	No Bid	No Bid	No Bid
9.	150,000 Gal	CHFRS2-P	2.18	1.99	1.99
10.	200,000 Gal	Emulsified Asphalt EA-90	1.93	1.74	1.74
11.	150,000 Gal	Emulsified Asphalt EA-90P	2.16	1.97	1.97
12.	Per Hour	Demurrage Charge:			\$ <u>100.00</u> /HR
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 <u>one</u> days after receipt of order.

15. <u>Maximum</u> % increase for any renewal period: <u>18%</u> % Increase

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 <u>Revised Statutes of Missouri</u>. 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:	() Partnership - Name		
Missouri Petroleum Products Co., LLC	() Individual/Proprietorship - Individual Name:		
Address:			
1620 Woodson Rd	Social Security Number :		
City/Zip:	() Other (Specify)		
St. Louis, MO 63114	When Organized: <u>1932</u>		
Phone Number:	When Incorporated: 1999		
314-219-7305	Exempt From Tax Reporting? Yes No_X		
Fax Number:			
314-991-9624	Authorized Representative Signature:		
Federal Tax ID: 43-1845744	Print Name and Title of Authorized Representative		
(x) Corporation	Michael Hartman, Vice President		
	Date: 4/4/2019		



TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM <u>MAY 1, 2019</u> <u>THROUGH AUGUST 31, 2019</u> 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:

- Boone County, 613 E. Ash St., Room 113, Columbia, Mo 65201 Contact: Robert Wilson, Buyer (573) 886-4393
- City of Columbia, 701 E. Broadway, 5th 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 <u>15</u> 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) <u>A negative answer to the above is not an evaluation factor for award of this contract.</u>



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. <u>Contract will be from May 1, 2019 through August 31, 2019 with subsequent 4-month renewal period</u> 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 <u>by line item</u>.

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.

<u>Specifications for Penetrating Emulsified Prime (PEP)</u>- 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.)

<u>Material conformance for CHFRS-2P</u> (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, payment0 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.

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INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

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.



"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, <u>Federal Register</u> (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

un

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=75bce2e26140511 0VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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

)ss)

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

County of St. Louis State of <u>Missouri</u>

My name is <u>Michael Hartman</u>. I am an authorized agent of <u>Missouri Petroleum Products Co., LLC</u>(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.

- 4/4/15 Affiant

Michael Hartman Printed Name

Subscribed and sworn to before me this 4 day of April, 2019.

Reborn Rosh Mound

DEBORAH RACHEL NOVAK Public - Notary Seal Notar E OF MISSOURI St. Louis County Commission Expires: Jan. Commission # 16346281

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

)

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

State of Missouri

)SS. Ocurty 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

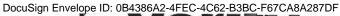
A. RESPONSIBILITIES OF THE EMPLOYER

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.







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ACORD [®] CI	ERTIF	ICATE OF LIA	BILI	TY INS	JRANC	E		(MM/DD/YYYY) 4/04/2019
THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, AN	VELY OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTER	ND OR ALTE	R THE CON	ERAGE AFFORDED	BY TH	E POLICIES
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	an ADD to the ter	ITIONAL INSURED, the p rms and conditions of the	ne polic	y, certain po	olicies may	AL INSURED provision require an endorseme	ns or t nt. A s	be endorsed.
PRODUCER			CONTAC NAME:		and the second se			
MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265			PHONE (A/C, No	Ext): 800-476-		FAX (A/C, No):		
Birmingham, AL 35202			ADDRES	ss: mhawkins@				1
			INCLIDE	manau		DING COVERAGE		NAIC # 26247
INSURED				R B :Arch Insura		clability insurance Company		11150
Missouri Petroleum Products Company, LLC 1620 Woodson Road			INSURE					
St. Louis, MO 63114			INSURE	RD:			_	
			INSURE	RE:			~	
COVERAGES CER	TIEICATE	NUMBER: PWE8CD89	INSURE	RF:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY F EXCLUSIONS AND CONDITIONS OF SUCH	QUIREME PERTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT	OR OTHER I S DESCRIBE	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
B X COMMERCIAL GENERAL LIABILITY		ZAGLB9218902		10/01/2018	10/01/2019	EACH OCCURRENCE	\$	2,000,000
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	100,000
						MED EXP (Any one person) PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	4,000,000
POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
OTHER:							\$	
		ZACAT9241202		10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
X ANY AUTO						BODILY INJURY (Per person) BODILY INJURY (Per accident)	\$	
AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
A UMBRELLA LIAB X OCCUR		SXS107133001		10/01/2018	10/01/2019	EACH OCCURRENCE	\$	20,000,000
X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	20,000,000
DED RETENTION \$		ZAWCI9388002		10/01/2018	40/04/0040	V PER OTH	\$	
AND EMPLOYERS' LIABILITY Y/N		Part I WC excludes ND,OH,V Part II EL includes ND,OH,W		10/01/2018	10/01/2019	STATUTE ER	-	1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		, v .			E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	\$ F \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		1,000,000
							\$	
4							\$	
							\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	D 101, Additional Remarks Schedu	ule, may b	e attached if mor	e space is requir	ed)	<u> </u>	
CERTIFICATE HOLDER			CAN	CELLATION				
County of Boone, Missouri c/o Purchasing Department 613 E. Ash Street Columbia, MO 65201			ACO	EXPIRATIO	IN DATE TH	DESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.		

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MO & IL HIGHWAY AND TRANSPORTATI	ON DEPARTME	NT
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 35 ML. 80%	40	
SIEVE TEST 20 MESH-%		.1
STORAGE STABILITY 24 HOUR		1
CEMENT MIXING TEST		
PARTICLE CHARGE	POSITIVE	
TESTS ON PAVING AND INDUSTRIAL ASPHALTS EMULSIFIED ASPHALTS):		
		MAX
	MIN	0.50
PENETRATION AT 77 F°	100	250
PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS	100 40	250
PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE %	100	250
PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY %	100 40	250
PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH	100 40	250
PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH SOFTENING POINT F°	100 40	250
PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH	100 40	250

	TA	BLEI	I - Typ	e MC I	iquid	Asphalt	t			
						ade				
Tests	MC-30		MC	C-70	MC	-250	MC	-800	MC-3000	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Water, percent		0.2		0.2		0.2		0.2		0.2
Flash point (Tag	-									
open cup), degrees C	38		38		66		66		66	
Viscosity, 60 C,										
centistokes	30	60	70	140	250	500	800	1600	3000	6000
Distillation test:										
Distillate, percentage						0.00				
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:						E I				
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							1			
trichloroethylene,										
percent	99.0		99.0		99.0		99.0		99.0	

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.

MO & IL HIGHWAY AND TRANSPORTATI TESTS ON EMULSIFIED ASPHALT:	ON DEPARTME	NT MAX
RESIDUE BY DIST. METHOD %	57	
OIL DISTILLATE, % BY VOLUME		
VISCOSITY S.F. AT 77 F. SECS	20	100
DEMULSIBILITY 35 ML. 80%		
SIEVE TEST 20 MESH-%		0.1
STORAGE STABILITY 24 HOUR		1
CEMENT MIXING TEST		2
PARTICLE CHARGE TESTS ON PAVING AND INDUSTRIAL ASPHALTS	(FOR RESIDUE OF	F LIQUID
EMULSIFIED ASPHALTS):	MIN	MAX
	40	90
PENETRATION AT 77 F°		the second s
PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS	40	
	*	
DUCTILITY AT 77 F-CMS	40	
DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH	40	
DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH SOFTENING POINT F°	40	
DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH	40	

CRS-2P		
MISSOURI HIGHWAY AND TRANSPORTA	TION DEPARTM	IENT
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 35 ML. 80%		
SIEVE TEST 20 MESH-%		0.3
STORAGE STABILITY 24 HOUR		1
CEMENT MIXING TEST		
PARTICLE CHARGE	Posit	ive
TESTS ON PAVING AND INDUSTRIAL ASPHALTS EMULSIFIED ASPHALTS):		
	MIN	MAX
PENETRATION AT 77 F°	100	200
DUCTILITY AT 77 F-CMS	30	
SOLUBILITY IN TRICHLOROETHYLENE %		
ELASTIC RECOVERY %	58	
ASH	And the second se	1
SOFTENING POINT F°		

CHFRS-2P SPECIFICATIONS

TEST	SPECIFIC	ATIONS
	<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	Posi	tive
DISTILLATION TEST: (1)		
Oil Distillate, by Volume of Emulsion, %		0.5
Residue, % by WT	65	
TEST ON DISTILLATION RESIDUE:		
Softening Point, [°] F	130	
Float Value at 140° F, Sec	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	

x.

EA-90		
MISSOURI HIGHWAY AND TRANSPORTA	TION DEPARTM	IENT
TESTS ON EMULSIFIED ASPHALT:	MIN	MAX
RESIDUE BY DIST. METHOD %	65	
OIL DISTILLATE, % BY VOLUME		4
VISCOSITY S.F. AT <u>122</u> 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 EMULSIFIED ASPHALTS):	G (FOR RESIDUE OI	FLIQUID
	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 TRANSPORTAT TESTS ON EMULSIFIED ASPHALT:		
RESIDUE BY DIST. METHOD %	MIN 65	MAX
OIL DISTILLATE, % BY VOLUME	03	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 EMULSIFIED ASPHALTS):	(FOR RESIDUE OF	FLIQUID
	FOR RESIDUE OF	F LIQUID MAX
EMULSIFIED ASPHALTS): PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS	MIN	MAX
EMULSIFIED ASPHALTS): PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % %	MIN 100 25	MAX
EMULSIFIED ASPHALTS): PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS	MIN 100	MAX
EMULSIFIED ASPHALTS): PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH	MIN 100 25	MAX
EMULSIFIED ASPHALTS): PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH SOFTENING POINT F°	MIN 100 25 58	MAX 200
EMULSIFIED ASPHALTS): PENETRATION AT 77 F° DUCTILITY AT 77 F-CMS SOLUBILITY IN TRICHLOROETHYLENE % ELASTIC RECOVERY % ASH	MIN 100 25	MAX 200

SDS SAFETY DATA SHEET



BI-STATE EMULSIONS, LLC ANIONIC EMULSIFIED ASPHALTS

SECTION 1- PRODUCT AND COMPANY IDENTIFICATION **PRODUCT NAME:** SS-1H, SS-1HP, HFE-90-150-300, EA-90-150-300, EA-90P, HFRS, HFP, PEA, QS-1H ROAD CONSTRUCTION EMULSIONS **RECOMMENDED USE:** MANUFACTURER'S NAME: **BI-STATE EMULSIONS, LLC** ADDRESS: 3714 Big Bend Industrial Ct. Maplewood, MO 63143 **BUSINESS PHONE:** 314-645-1818 **EMERGENCY PHONE:** 800-633-8253 WEB SITE: www.missouripetroleum.com DATE OF PREPARATION: February 11, 2014 DATE OF LAST REVISION: 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:** 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.

SECTIO	ON 2: HAZARD IDENTIFIC	ATION (CONTINUED)
	Transportation Identifie	cation
US DOT Symbols	Canada (WHMIS) Symbols	European and (GHS) Hazard Symbol
Non-Regulated		Signal Word: Warnin
	EU LABELING AND CLASSI	FICATION:

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 Compor	ents		
GHS HAZARD CLASSIFICATIONS:		Acute Toxic	ity Inhalation Category 4		
HAZARD STATEMENTS:		H315: Causes skin irritation			
		H319: Caus	es serious eye irritation		
		H332: Harn	nful 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 protect	ction	
		S37/39: Wear suitable gloves and eye/face protection			
		S45: In case of accident or if you feel unwell, seek medica			
		advice imm	nediately.		
	NFPA HA	ZARD IDEN	TIFICATION		
NFPA HAZARD IDENTIFICATION	DEGREE OF	HAZARD	HAZARD RATINGS		
	HEALTH: 1		0 = LEAST		
	FIRE: 1		1 = SLIGHT		
	REACTIVITY	(: 0	2 = MODERATE		

IGH
XTREME
)

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 ₂ S) can deaden a person's sense of smell. At low levels of exposure, H ₂ S causes eye irritation and/or nose and throat irritation. Moderate levels of H ₂ S car 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

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
	MAY CC	NTAIN ON	E OR MORE	OF THE FO	LLOWING
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
	SEC	TION 4-	FIRST-AI	D MEAS	URES
EYE CONTACT:	cool water (attention. Ir	not iced) fo the case o	or at least 20	minutes a /es from fu	nove contact lenses, rinse eyes with nd immediately seek medical mes, flush with cool water. If the
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.				

Se	ction 5- Fire-Fighting Me	easures		
FLASH POINT:	Not classified as a flammable or combustible material			
AUTOIGNITION TEMPERATURE:	Not applicable			
Flammable limits (in air by column, %):	Lower (LEL): NA	Upper (UEL): NA		
OSHA FLAMMABILITY CLASS:	Not classified as flammable or combustible material			
FIRE EXTINGUISHING MATERIALS:				
		carbon dioxide (CO ₂) are recommended		
UNUSUAL FIRE AND EXPLOSION	Although these products will b	ourn, they will not readily ignite.		
HAZARDS:	Flammable and toxic hydroger	n sulfide gases may form in the		
	headspaces of tankers. The fla	mmability of these spaces are		
	contingent upon the values giv	ven for asphalts.		
Explosion Sensitivity to Mechanical	Not Sensitive			
Impact:				
Explosion Sensitivity to Static	Not Sensitive			
Discharge:				
SPECIAL FIRE-FIGHTING	Cool burning areas with select	ed fire extinguishing materials. If at all		
PROCEDURES:	possible, keep run-off water o	ut of storm drains and bodies of water.		
	Use eye protection and in the	case of structural fires, firefighters mus		
		apparatuses with full protective		
	equipment.			
	equipment.			
\wedge				

SECTION 6: ACCIDENTAL RELEASE MEASURES		
GENERAL:	Before any action takes place, make sure the area is safe and clear. Clear the area of all igniters and contain the spill if applicable. For small spills, mix in an absorbing agent and shovel into a container for disposal. For larger spills, contain and mix with only inert materials. Avoid using combustive absorbers such as sawdust. Contain spills and/or run-offs from entering drainage ditches, 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	
WASTE DISPOSAL METHOD:	Dispose of asphalt emulsions according to Federal, State, provincial and local regulations.	

SECTION 7: HANDLING and STORAGE		
WORK AND HYGIENE PRACTICES:	These products can impose serious threats. To prevent any harmful measures, avoid 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 ₂ 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 ₂ 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.	

AL PROTECTION	NC
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CHEMICAL NAME	CAS#	ACGIH TWA	OASH TWA	NIOSH
ASPHALT	8052-42-4	0.5 mg/m ³	NOT LISTED	0.5 mg/m ³
HYDROGEN SULFIDE	7783-06-4	1 PPM TWA	20 PPM CEILING	10 PPM

The ACGIH TLV is 0.5 mg/m³ 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 an	d CHEMICAI	PROPERTIES		
PHYSICAL S	TATE:	Viscous liquid	BOILING P	POINT:	>200°F	
APPEARAN	CE:	Tan or Dark liqui	d pH:		2-7.0	
ODOR:		Mild Odor	SPECIFIC O	GRAVITY:	.98-1.15	
ODOR THRE	SHOLD:	Mild	SOLUABLI	TY IN WATER:	Miscible	
VAPOR PRE	SSURE (MMhG):	Not Available	VISCOSITY	<i>!</i> :	Variable	
EVAPORATI	ION RATE (nBuAc=1):	Not Available				
SOFTENING	POINT:	Not Applicable				
MELTING P	OINT:	Not Applicable				
	SECT	ON 10: STABI	LITY and REA	ACTIVITY		
STABILITY	<i>!</i> :	These products a	re classified as s	table under norma	al conditions.	
DECOMPO	OSITION	These products (an produce hyd	rogen sulfide if hea	ated.	
PRODUCT	rs:					
MATERIA	LS WITH WHICH	These products should not be mixed with cationic asphalt emulsions				
SUBSTAN	CE IS	or asphalt that has not been emulsified. These products could react				
INCOMPA	TIBLE:	negatively with strong oxidizing agents, including but not limited to				
		chlorates, nitrate	es and peroxides	•	and a state of the second	
HAZARDO	DUS	Will not occur.				
POLYMER	RIZATION:					
CONDITIC	ONS TO AVOID:	Avoid heating in	excess of 185° F	and contact with	incompatible	
		materials. Avoid	allowing the ma	terial to cool below	w 50°F.	
	SECTION	11: TOXICOL	OGICAL INF	ORMATION		
TOXICITY	DATA:	There is no toxic	ity data available	e for these mixture	25	
	Cas# 8	052-42-4	Asphalt			
	Acute Oral Toxic	ty LD50	5,001 mg/kg	Rat		
	Acute Dermal Tox	city LD50	2,001 mg/kg	Rat		
SUSPECT	ED CANCER AGENT:	These products	contain ingredier	nt(s) that have bee	en found in one of	
				cer-causing agent.		
		not limited to; F	EDERAL OSHA Z	LIST, NTP, CAL/OS	HA, IARC.	
	Y OF PRODUCT:	These products	can cause irritati	ons of the skin, ey	es and respirator	
IRRITANC				may cause therma		
IRRITANC		ITACL CONTACT W				
	ATION OF		ot know to be a		r burns to skin,	

SECTION 11: TOXICOLOGICAL INFORMATION (CONTINUED)

REPRODUCTIVE TOXICITY	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.

SECTI	ON 12: ECOLOGICAL INFORMATION
ENVIRONMENTAL	These products show no significant signs of adverse effects on the
STABILITY:	environment.
EFFECTS OF MATERIAL ON	At this point in time, there is no evidence that the product effects
PLANTS OR ANIMALS:	plants and animals.
EFFECT OF CHEMICAL ON	There is no current evidence on these products effect aquatic life.
AQUATIC LIFE:	Latex however, found in some of the products listed has been found
•	to be harmful to aquatic life.
SECTI	ON 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.

	NITED STATES					
TSCA:	the second s		he US Toxic Substances	Control Act		
ISCA.	(TSCA) inventory of chemicals.					
SARA REPORTING	These products are not subject to the reporting requirements of					
REQUIREMENTS:			tle III of the Superfund			
	and reauthorizati	on act., as fo	llows: THIS PRODUCT IS	S SUBJECT TO		
	TIER II REPORTIN		and the second sec			
Sara 311/312	Acute Health:	YES	Chronic Health:	YES		
	Fire:	NO	Reactivity:	NO		
U.S. SARA THRESHOLD			d Planning Quantities fo			
PLANNING QUANTITY:			ission and inventory re apply, per 40 CFR 370.2			
		ou ibs. may a	ipply, per 40 CFR 570.2	0		
CALIFORNIA SAFE DRINKING	These products c	ontain ingred	lients found in the Calif	fornia Propositio		
WATER AND TOXIC	65 lists.					
ENFORCEMENT ACT	Nega		······			
U.S. CERCLA REPORTABLE	None					
QUANTITY (rq):						
ATTENTION, THESE DRODUC	TS CONTAIN AN	INGREDIE	NT THAT IS KNOWN	TO THE STAT		
ATTENTION: THESE PRODUC				TO THE STAT		
OF CALIFORNIA TO CAUSE CA	ANCER OF REPR	ODUCTIVE	SYSTEMS.	TO THE STAT		
	CANADIAN RI	GULATIO		<u></u>		
OF CALIFORNIA TO CAUSE CA	CANADIAN RI	GULATIO	NS:	<u></u>		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL	CANADIAN RI There are no con	GULATIO	NS:	<u></u>		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA)	CANADIAN RI There are no con	GULATIO	NS:	<u></u>		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES	CANADIAN RI There are no con	GULATIO	NS:	<u></u>		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA)	CANADIAN RI There are no con	GULATIO	NS:	<u></u>		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:	CANADIAN RI There are no con Priorities Substan	EGULATIO nponents of t nce Lists.	NS: these products on the O	CEPA First		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS	CANADIAN RI There are no con Priorities Substan	EGULATIO nponents of t nce Lists. are categorize	NS:	CEPA First B Materials		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS CLASSIFICATION AND	CANADIAN RI There are no con Priorities Substan	EGULATIO nponents of t nce Lists. are categorize	these products on the C ed as Class D Division 2	CEPA First B Materials		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS	CANADIAN RI There are no con Priorities Substan	EGULATIO nponents of t nce Lists. are categorize	these products on the C ed as Class D Division 2	CEPA First B Materials		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS CLASSIFICATION AND SYMBOLS:	CANADIAN RI There are no con Priorities Substan	EGULATIO nponents of t nce Lists. are categorize kic effects as	these products on the C ed as Class D Division 2	CEPA First B Materials duct Regulation		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS CLASSIFICATION AND SYMBOLS: CANADIAN DSL/NDSL	CANADIAN RI There are no con Priorities Substan	EGULATIO nponents of t nce Lists. are categorize kic effects as	these products on the C ed as Class D Division 2 per the Controlled Pro	CEPA First B Materials duct Regulation		
OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS CLASSIFICATION AND SYMBOLS:	CANADIAN RI There are no con Priorities Substan These products a causing other to All products and	EGULATIO nponents of t nce Lists. are categorize kic effects as	these products on the C ed as Class D Division 2 per the Controlled Pro	CEPA First B Materials duct Regula		

SECTION 15: REGULATORY INFORMATION (CONTINUED) EUROPEAN ECONOMIC COMMUNITY INFORMATION:

Please refer back to section 2 for details

JAPANESE INFORMATION FOR PRODUCT:

JAPANESE INFORMATIONThe products and components of the aforementioned products areFOR PRODUCT: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 The products and components of the products are listed on the AICS. CHEMICAL SUBSTANCES

(AICS) STATUS:

STANDARD FOR THE Not applicable

UNIFORM SCHEDULING

OF DRUGS AND

POISONS:

	INTERNATIONAL CHEMICAL INVENTORIES:	
ASIA-PAC		LISTED
AUSTRALIAN INVE	NTORY OF CHEMICAL SUBSTANCES (AICS):	LISTED
KOREAN EXISTING	NATIONAL INVENTORY OF CHEMICAL SUBSTANCES (ENCS):	LISTED
PHILIPPINES INVEN	TORY IF CHEMICALS AND CHEMICALS SUBSTANCES (PICCS):	LISTED
SWISS GIFTLISTE L	IST OF TOXIC SUBSTANCES	LISTED
U.S. TSCA		LISTED
	SECTION 16. OTHER INCORMATION	

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 PRODUCT NAME: CRS-2, CRSP, CRS-2P, CSS-1H, CSS-1HP, CSS-1HLM, CPEM-1, CHFRS-2P ROAD CONSTRUCTION EMULSIONS **RECOMMENDED USE:** MANUFACTURER'S NAME: **BI-STATE EMULSIONS, LLC** 3714 Big Bend Industrial Ct. Maplewood, MO 63143 ADDRESS: **BUSINESS PHONE:** 314-645-1818 **EMERGENCY PHONE:** 800-633-8253 WEB SITE: www.missouripetroleum.com DATE OF PREPARATION: February 11, 2014 DATE OF LAST REVISION: 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** Eye Protection Gloves **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.

Bi-State Emulsions, LLC

SDS: Cationic Asphalt Emulsion

SECTIO	ON 2: HAZARD IDENTIFIC	ATION (CON	TINUED)		
Transportation Identification					
US DOT Symbols	Canada (WHMIS) Symbols	Europe	ean and (GHS) Hazard Symbols		
Non-Regulated		$\langle \mathbf{b} \rangle$	Signal Word: Warning		
and the second second	EU LABELING AND CLASS	FICATION:			

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

HAZARD: All Comp	All Components			
Acute Tox	icity Inhalation Category 4			
H315: Ca	H315: Causes skin irritation			
H319: Ca	ises serious eye irritation			
H332: Ha	mful if inhaled			
P260: Do	not breath dust/fume/gas/mist/vap	ors/spray		
P264: Wa	sh hands thoroughly after handling			
P271: Use	only in well ventilated area.			
P280: We	ar protective gloves, protective clot	hing, eye		
protectio	n and/or face protection			
[Xn] Harr	iful			
R26: Very	R26: Very toxic by inhalation			
R36/37/3	R36/37/38: Irritating to eyes, respiratory system and skin			
S24/25: A	S24/25: Avoid contact with skin and eyes			
S36: Wea	S36: Wear suitable gloves and eye/face protection			
S37/39: \	S37/39: Wear suitable gloves and eye/face protection			
S45: In ca	S45: In case of accident or if you feel unwell, seek medical			
advice im	mediately.			
NFPA HAZARD IDE	NTIFICATION			
DEGREE OF HAZARD	HAZARD RATINGS			
HEALTH: 1	0 = LEAST			
FIRE: 1	1 = SLIGHT			
REACTIVITY: 0	2 = MODERATE			
	Acute Tox H315: Cau H319: Cau H32: Har P260: Do P264: Was P271: Use P280: We protection [Xn] Harm R26: Very R36/37/3 S24/25: A S36: Wea S37/39: W S45: In ca advice im NFPA HAZARD IDE! DEGREE OF HAZARD HEALTH: 1 FIRE: 1	Acute Toxicity Inhalation Category 4H315: Causes skin irritationH319: Causes serious eye irritationH332: Harmful if inhaledP260: Do not breath dust/fume/gas/mist/vapP264: Wash hands thoroughly after handlingP271: Use only in well ventilated area.P280: Wear protective gloves, protective clotprotection and/or face protection[Xn] HarmfulR26: Very toxic by inhalationR36/37/38: Irritating to eyes, respiratory systS24/25: Avoid contact with skin and eyesS36: Wear suitable gloves and eye/face proteS37/39: Wear suitable gloves and eye/face proteS37/39: Wear suitable gloves and eye/face proteS45: In case of accident or if you feel unwell,advice immediately.NFPA HAZARD IDENTIFICATIONDEGREE OF HAZARDHAZARD RATINGSHEALTH: 1FIRE: 11 = SLIGHT		

3 = HIGH 4 = EXTREME

SECTION 2: HAZARD IDENTIFICATION (CONTINUED)				
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 ₂ S) can deaden a person's sense of smell. At low levels of exposure, H ₂ S causes eye irritation and/or nose and throat irritation. Moderate levels of H ₂ 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

Bi-State Emulsions, LLC

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
	MAY CO	ONTAIN ON	E OR MORE	OF THE FO	LLOWING
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
	SEC	CTION 4-	FIRST-AI	D MEAS	URES
EYE CONTACT:	cool water (attention. In	(not iced) for the case o	or at least 20	minutes a res from fu	nove contact lenses, rinse eyes with nd immediately seek medical mes, flush with cool water. If the
SKIN CONTACT:	cool water t to remove t	for at least : he emulsio y seek med	20 minutes. n and/or clo	In the case thing as it i	re is a thermal burn, soak area in of a thermal burn, DO NOT attempt may be adhered to the skin. place any sheets or towels on top of
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:	will result in NOT induce	n irritation t vomiting. I	to the digest Rinse mouth	ive tract, n . If a large	nay cause thermal burns. Ingestion ausea, vomiting and diarrhea. DO amount has been ingested, call the ition immediately.

Se	ction 5- Fire-Fighting Measures			
FLASH POINT:	Not classified as a flammable or combustible material			
AUTOIGNITION TEMPERATURE:	Not applicable			
Flammable limits (in air by column, %):	Lower (LEL): NA Upper (UEL): NA			
DSHA FLAMMABILITY CLASS:	Not classified as flammable or combustible material			
IRE EXTINGUISHING MATERIALS:				
	Dry chemical, water mist and carbon dioxide (CO ₂) are recommended			
UNUSUAL FIRE AND EXPLOSION	Although these products will burn, they will not readily ignite.			
HAZARDS:	Flammable and toxic hydrogen sulfide gases may form in the			
	headspaces of tankers. The flammability of these spaces are			
	contingent upon the values given for asphalts.			
Explosion Sensitivity to	Not Sensitive			
Mechanical Impact:				
Explosion Sensitivity to Static	Not Sensitive			
Discharge:				
SPECIAL FIRE-FIGHTING	Cool burning areas with selected fire extinguishing materials. If at all			
PROCEDURES:	possible, keep run-off water out of storm drains and bodies of water.			
	Use eye protection and in the case of structural fires, firefighters mus wear self-contained breathing apparatuses with full protective equipment.			
0				
SECTION	N 6: ACCIDENTAL RELEASE MEASURES			
GENERAL:	Before any action takes place, make sure the area is safe and clear.			
	Clear the area of all igniters and contain the spill if applicable. For			
	small shills mix in an absorbing agent and shovel into a container for			

SECTION 6: ACCIDENTAL RELEASE MEASURES			
GENERAL:	Before any action takes place, make sure the area is safe and clear.		
	Clear the area of all igniters and contain the spill if applicable. For		
	small spills, mix in an absorbing agent and shovel into a container for		
	disposal. For larger spills, contain and mix with only inert materials.		
	Avoid using combustive absorbers such as sawdust. Contain spills		
	and/or run-offs from entering drainage ditches, 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		
WASTE DISPOSAL METHOD:	Dispose of asphalt emulsions according to Federal, State, provincial		
	and local regulations.		

SECTION 7: HANDLING and STORAGE				
WORK AND HYGIENE PRACTICES:	These products can impose serious threats. To prevent any harmful measures, avoid 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 ₂ 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 ₂ 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 ³	NOT LISTED	0.5 mg/m ³	
HYDROGEN SUI FIDE	7783-06-4	1 PPM TWA	20 PPM CEILING	10 PPM	

The ACGIH TLV is 0.5 mg/m³ 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.		

PHYSICAL STATE:	Viscous liquid	BOILING PO		>200°F	
APPEARANCE:	Tan or Dark liqui			2-7.0	
DDOR:	Mild Odor	SPECIFIC GF	Αν/ΙΤΥ·	.98-1.15	
ODOR THRESHOLD:	Mild		Y IN WATER:	Miscible	
VAPOR PRESSURE (MMhG):	Not Available	VISCOSITY:		Variable	
EVAPORATION RATE (nBuAc=1):	Not Available		a y na antany itali di manata di sa ang ang ang ang ang ang ang ang ang an		
SOFTENING POINT:	Not Applicable				
MELTING POINT:	Not Applicable				
SECT	ION 10: STAB	ILITY and REA	CTIVITY		
STABILITY:	These products	are classified as sta	able under norma	al conditions.	
DECOMPOSITION	These products	can produce hydro	gen sulfide if hea	ated.	
PRODUCTS:					
MATERIALS WITH WHICH	•	should not be mixe			
SUBSTANCE IS		not been emulsifie			
INCOMPATIBLE:		strong oxidizing ag	ents, including b	ut not limited to	
		es and peroxides.			
HAZARDOUS	Will not occur.				
POLYMERIZATION:					
CONDITIONS TO AVOID:	Avoid heating in	Avoid heating in excess of 185° F and contact with incompatible			
	materials. Avoid	allowing the mate	erial to cool below	w 50°F.	
SECTIO	N 11: TOXICO	LOGICAL INFO	RMATION		
TOXICITY DATA:	There is no toxi	city data available	for these mixture	es	
Cas# 8	052-42-4	Asphalt			
Acute Oral Toxic	ity LD50	5,001 mg/kg	Rat		
Acute Dermal Tox	and the second sec	2,001 mg/kg	Rat		
SUSPECTED CANCER AGENT	These products	contain ingredient	(s) that have bee	en found in one or	
	more lists to be	a suspected cance	r-causing agent.	Lists including but	
	not limited to; F	EDERAL OSHA Z LI	ST, NTP, CAL/OS	HA, 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,				

SECTION 11: TO	DXICOLOGICAL INFORMATION (CONTINUED)
REPRODUCTIVE TOXICITY	There is no information linking these products to adverse affects to
INFORMATION:	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 com	munity 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 exte	ended period of times have found asphalt to be carcinogenic, as found by
the National Institute of Occu	pational Safety and Health (NIOSH). Currently the National Toxicology
Program (NTP), the Occupationa	I Safety and Health Administration (OSHA) have no evidence supporting
	asphalt being a carcinogen.
SECTI	ON 12: ECOLOGICAL INFORMATION
ENVIRONMENTAL	These products show no significant signs of adverse effects on the
STABILITY:	environment.
EFFECTS OF MATERIAL ON	At this point in time, there is no evidence that the product effects
PLANTS OR ANIMALS:	plants and animals.
EFFECT OF CHEMICAL ON	There is no current evidence on these products effect aquatic life.
AQUATIC LIFE:	Latex however, found in some of the products listed has been found to
	be harmful to aquatic life.
SECTI	ON 13: DISPOSAL CONSIDERATIONS
DICDOCAL	These products are not classified as hazardous materials under U.S.
DISPOSAL:	
DISPOSAL:	DOT, Canadian TDG regulations, EU Member States, Japan or Australia.
DISPOSAL:	DOT, Canadian TDG regulations, EU Member States, Japan or Australia. However, you should only dispose of these products in accordance to

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.

	N 15: REGULA					
	NITED STATES					
TSCA:	All components a			tances	Control Act	
	(TSCA) inventory	of chemicals.				
SARA REPORTING	These products are not subject to the reporting requirements of					
REQUIREMENTS:	section 302, 304					
	reauthorization a		S: THIS PRODUCT	IS SUB.	JECT TO TIER	11
	REPORTING REQUIREMENTS.					_
Sara 311/312	Acute Health:	YES	Chronic Hea	lth:	YES	_
· · · · · · · · · · · · · · · · · · ·	Fire:	NO	Reactivity:		NO	
U.S. SARA THRESHOLD	There are no kno		-			
PLANNING QUANTITY:	The default Fede					ng
	threshold of 10,0	00 lbs. may a	pply, per 40 CFR	370.20		
CALIFORNIA SAFE DRINKING	These products o	ontain ingred	ients found in th	e Califo	ornia Proposit	tio
WATER AND TOXIC	65 lists.					
ENFORCEMENT ACT						
	None					
U.S. CERCLA REPORTABLE	None					
U.S. CERCLA REPORTABLE QUANTITY (rq):	4. 1					
U.S. CERCLA REPORTABLE	4. 1	INGREDIE	NT THAT IS KN	OWN .	TO THE ST	AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT	TS CONTAIN AN			OWN .	TO THE ST	AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA	TS CONTAIN AN	ODUCTIVE	SYSTEMS.	OWN .	TO THE STA	AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA	TS CONTAIN AN	ODUCTIVE :	SYSTEMS.			AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN	TS CONTAIN AN ANCER OF REPR	ODUCTIVE : EGULATIO	SYSTEMS.			AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL	TS CONTAIN AN ANCER OF REPR CANADIAN R There are no cor	ODUCTIVE : EGULATIO	SYSTEMS.			AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA)	TS CONTAIN AN ANCER OF REPR CANADIAN R There are no cor	ODUCTIVE : EGULATIO	SYSTEMS.			AT.
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES	TS CONTAIN AN ANCER OF REPR CANADIAN R There are no cor	ODUCTIVE : EGULATIO	SYSTEMS.			AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA)	TS CONTAIN AN ANCER OF REPR CANADIAN R There are no cor	ODUCTIVE : EGULATIO	SYSTEMS.			AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:	TS CONTAIN AN ANCER OF REPR CANADIAN RI There are no cor Priorities Substan	ODUCTIVE S EGULATIO nponents of t nce Lists.	SYSTEMS. NS:	n the CE	PA First	AT
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS	TS CONTAIN AN ANCER OF REPR CANADIAN RI There are no con Priorities Substan	ODUCTIVE S EGULATIO nponents of t nce Lists.	SYSTEMS. NS: hese products or ed as Class D Divis	n the CE sion 2B	PA First Materials	
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:	TS CONTAIN AN ANCER OF REPR CANADIAN RI There are no cor Priorities Substan	ODUCTIVE S EGULATIO nponents of t nce Lists.	SYSTEMS. NS: hese products or ed as Class D Divis	n the CE sion 2B	PA First Materials	
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS CLASSIFICATION AND	TS CONTAIN AN ANCER OF REPR CANADIAN RI There are no con Priorities Substan	ODUCTIVE S EGULATIO nponents of t nce Lists.	SYSTEMS. NS: hese products or ed as Class D Divis	n the CE sion 2B	PA First Materials	
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS CLASSIFICATION AND SYMBOLS:	TS CONTAIN AN ANCER OF REPR CANADIAN RI There are no cor Priorities Substan	ODUCTIVE S EGULATIO nponents of t nce Lists.	SYSTEMS. NS: hese products or these products of these products of the produ	n the CE sion 2B ed Produ	PA First Materials uct Regulatio	
U.S. CERCLA REPORTABLE QUANTITY (rq): ATTENTION: THESE PRODUCT OF CALIFORNIA TO CAUSE CA CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: CANADIAN WHMIS CLASSIFICATION AND	TS CONTAIN AN ANCER OF REPR CANADIAN RI There are no con Priorities Substan	ODUCTIVE S EGULATIO nponents of t nce Lists.	SYSTEMS. NS: hese products or these products of these products of the produ	n the CE sion 2B ed Produ	PA First Materials uct Regulatio	

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 The products and components of the products are listed on the AICS. CHEMICAL SUBSTANCES

(AICS) STATUS:

STANDARD FOR THE Not applicable

UNIFORM SCHEDULING

OF DRUGS AND

POISONS:

LISTED
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.



REQUEST FOR BID

Bid Number: (24-16APR19)

Closing Date: <u>April 16, 2019</u> 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: **<u>BITUMINOUS MATERIALS - Term & Supply</u>**

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

1

Boone County Purchasing Department

613 E. Ash St., Room 113

Columbia, MO 65201



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 <u>www.showmeboone.com</u> 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.



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 <u>at least five (5) working days prior to the official bid opening date.</u>

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



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Bid Number: (24-16APR19)

Closing Date: <u>April 16, 2019</u> 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: **<u>BITUMINOUS MATERIALS – Term & Supply</u>**

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 <u>www.showmeboone.com</u> 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.



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 <u>at least five (5) working days prior to the official bid opening date.</u>

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



TERM AND SUPPLY CONTRACT FOR PROVIDING **BITUMINOUS ASPHALT MIXTURES** TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE. INITIAL CONTRACT PERIOD WILL BE FROM <u>MAY 1, 2019</u> <u>THROUGH AUGUST 31, 2019</u> 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:

- Boone County, 613 E. Ash St., Room 113, Columbia, Mo 65201 Contact: Robert Wilson, Buyer (573) 886-4393
- City of Columbia, 701 E. Broadway, 5th 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) <u>A negative answer to the above is not an evaluation factor for award of this contract</u>.



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. <u>Contract will be from May 1, 2019 through August 31, 2019 with subsequent 4-month renewal period options, not to exceed (8) renewal periods</u>. 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.

<u>Specifications for Penetrating Emulsified Prime (PEP)</u>- 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.)

<u>Material conformance for CHFRS-2P</u> (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, payment0 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.



VENDOR RESPONSE PAGE Delivered Prices shall be quoted FOB Destination

Item N	o. 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></u>
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 afterhrs.			

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. <u>Maximum</u> % increase for any renewal period: _____% Increase

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the <u>Revised Statutes of Missouri</u>. 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:	() Partnership - Name
	() Individual/Proprietorship - Individual Name:
Address:	
	Social Security Number :
City/Zip:	() Other (Specify)
	When Organized:
Phone Number:	When Incorporated:
	Exempt From Tax Reporting? Yes No
Fax Number:	Authorized Representative Signature:
Federal Tax ID:	Print Name and Title of Authorized Representative
() Corporation	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:

(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, <u>Federal Register</u> (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=75bce2e26140511 0VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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

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

County of)
)ss
State of	_)

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

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

Affiant	Date

Printed Name

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

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

- 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.
 I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- 3. I have provided a completed application for a birth certificate pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS
County of)

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

Date

Signature

Social Security Number or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

PURCHASE AGREEMENT FOR BITUMINOUS MATERIAL TERM AND SUPPLY

THIS AGREEMENT dated the ^{7th} 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 unexecuted 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 unexecuted 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.

By **Kobert A. Vanue** D944A3A9A0214DA... Title Sr. Vice President

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by: J K. Atab

Dan 他的KCED先twill, Presiding Commissioner

APPROVED AS TO FORM:

	DocuSigned by:
(Marthe 1 Nothance
	bui De
0	
5	OTHERVECTORISEIOF

ATTEST: — Docusigned by: Brianna L Linnon by M⁺ Commerciation

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.)

. E. Fitchford by cg

4/25/2019

2040/26400 Term/Supply

Signatape 84244D...

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 resubmittal 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.



VENDOR RESPONSE PAGE Delivered Prices shall be quoted FOB Destination

Item No	o. 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	\$1.45
2.	1,500 Gal	MC-3000	\$2.90	\$2.80	\$2.80
3.	6,000 Gal	PEP	NO B.J		
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:			\$ <u>70</u> /HR
13.		Demurrage Charge begins after <u> .6</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 _____ days after receipt of order.

15. <u>Maximum</u> % increase for any renewal period: <u>50</u>% Increase

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the <u>Revised Statutes of Missouri</u>. 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
Authorizat Representative Signature:
,
Print Name and Title of Authorized Representative Robert A. Vance, Sr. Vice President
Date: 4/11/19



"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 Rublic 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:
14

(Please complete and return with Contract)

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

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

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=75bce2e26140511 0VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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

)ss)

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

County of Jackson	
State of Millson Ci	

My name is <u>Robe(+A, Uance)</u>. I am an authorized agent of <u>UanceBrothers, fm</u> (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.</u></u>

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.

Robert A.Vance Printed Name

Subscribed and sworn to before me this $\frac{1/\hbar}{day}$ of $\frac{a_{f}r_{i}}{day}$, $20\frac{19}{2}$.

Notary Public



JENNIFER SEGURA My Commission Expires June 2, 2019 Jackson County Commission #15635881

Company ID Number: 142617

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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 <u>Vance</u> <u>Brothers, Inc.</u> (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

Electronically Signed

Signature

08/06/2008

Date

Title

Department of Homeland Security - Verification Division

 USCIS Verification Division

 Name (Please type or print)

 Title

 Electronically Signed

 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 <u>MAY 1, 2019</u> <u>THROUGH AUGUST 31, 2019</u> 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:

- Boone County, 613 E. Ash St., Room 113, Columbia, Mo 65201 Contact: Robert Wilson, Buyer (573) 886-4393
- City of Columbia, 701 E. Broadway, 5th 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.

 \underline{X} (X) <u>A negative answer to the above is not an evaluation factor for award of this contract.</u>



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. <u>Contract will be from May 1, 2019 through August 31, 2019 with subsequent 4-month renewal period options, not to exceed (8) renewal periods</u>. 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.

<u>Specifications for Penetrating Emulsified Prime (PEP)</u>- 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.)

<u>Material conformance for CHFRS-2P</u> (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, payment0 for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

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

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

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

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Bid Number: (24-16APR19)

Closing Date: <u>April 16, 2019</u> 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 <u>www.showmeboone.com</u> 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



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Bid Number: (24-16APR19)

Closing Date: <u>April 16, 2019</u> 1:00 pm, CT, Tuesday

Buyer Contact Name: <u>Robert Wilson, Buyer, Boone County</u>

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

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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 <u>www.showmeboone.com</u> 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 <u>at least five (5) working days prior to the official bid opening date.</u>

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



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 <u>MAY 1, 2019</u> <u>THROUGH AUGUST 31, 2019</u> 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:

- Boone County, 613 E. Ash St., Room 113, Columbia, Mo 65201 Contact: Robert Wilson, Buyer (573) 886-4393
- City of Columbia, 701 E. Broadway, 5th 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) <u>A negative answer to the above is not an evaluation factor for award of this contract</u>.



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. <u>Contract will be from May 1, 2019 through August 31, 2019 with subsequent 4-month renewal period</u> 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 <u>by line item</u>.

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.

<u>Specifications for Penetrating Emulsified Prime (PEP)</u>- 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.)

<u>Material conformance for CHFRS-2P</u> (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, payment0 for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

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

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

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

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE Delivered Prices shall be quoted FOB Destination

Item N	o. 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 afterhrs.			

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. <u>Maximum</u> % increase for any renewal period: _____% Increase

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the <u>Revised Statutes of Missouri</u>. 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:	() Partnership - Name	
	() Individual/Proprietorship - Individual Name:	
Address:		
	Social Security Number :	
City/Zip:	() Other (Specify)	
	When Organized:	
Phone Number:	When Incorporated:	
	Exempt From Tax Reporting? Yes No	
Fax Number:	Authorized Representative Signature:	
Federal Tax ID:	Print Name and Title of Authorized Representative	
() Corporation	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:

14

(Please complete and return with Contract)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (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=75bce2e26140511 0VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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

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

County of)
)ss
State of)

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

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

Date	
ame	
, 20	

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS
County of)

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

Date

Signature

Social Security Number or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	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:

manna A. Xennon ny

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

J. Patry

District I Commissioner

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 CommissionFROM:Robert WilsonDATE:April 24, 2019RE: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
Total:		\$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:

1. **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
Total:		\$13,663.04

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

ALAMO INDUSTRIAL

BOONE COUNTY, MISSOURI

By: Boone County Commission

By	Steven Gulir	
	93E84827D3D846F	

Title Territory Sales Manager

ianed by: K Mat

Daniel^{Bo}K^{CED}Atwill, Presiding Commissioner

APPROVED AS TO FORM:

Country Country Country

ATTEST:

Brianna L Unnon by MT

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: E. Pitchford by cg

4/25/2019

2040-92300 - \$13,663.04

Signatane 84244D..

Appropriation Account

IIIIALAMO SHARP OR

□Quote	⊡Sale	Versa B	oom Order & Quote Form		Date:		4/15/2019
Terms Code =	Cooperative - X	AB - 052417- A	GI, Sourcewell (Formerly knowr	n as NJPA)-2017-	NET 30 DAYS		
Ship To		the second second	Listed (Governmental)		1.1WC \$1		n veri we
Bill To			Listed (Governmental)		And a second	-	
Quoted by	Steve G		Tractor Model and Year		Delivery =	July	
PO#		-	Tractor Source		Tractor Type		4WD
Delivery State	MO	-	Front Tire Size		Rear Tire Size		
Freight	Freight Add to I	nvoice	Added Billing		Amount =		
Delayed Invoice			Dealer Mounting Charges		Amount =		
Loading Dock =	Yes		Dealer/State Commission %		% Amount =		
			Handling				
Boom =	1						
Head =	S' Timber Cat Sickle B	ar Cutting Head No.	n-Swivel- Versa/Rear-Mount Boom Series		_		
Skip if customer	5 TIMBET CAUSICKIE D	ar cutting read, No					
tractor							
Mounting =	Customer Mounting						
Ditcher Options =							
Special Options =							
споозе а тоанско	n						
=							
Factory Note =							
Curtomor Notor							
Customer Notes	= Current TimberCat TC	84 Serial #10158 Bu	ilt 11-2001 Versa Boom. Once the PO is reco	eived our Sales Admini	strator will issue a er	mail pro	oviding an estima
			Contract Pricing Listed	15%			
and the second sec	s being orderd	Concernation of the second sec	1 Discount 1,2,3 %		and the second	1	
Qty	ltem#	Description		List Cost	Net Cost		Total
	000000445		de Bar Cutting Head, Non-Swivel-			1	
1	02972145	Versa/Rear-Mou	nt Boom Series	\$ 15,551.81	\$ 13,219.04	\$	13,219.04
						1	
					а. 1917	-	
						1	
						1	1015 - 017 - 1
	-				\$ -	-	
					\$ -		
	-					-	
	00000100						444.00
1	00888190	Freight Add t			6	\$	444.00
			10-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	a and a second second	4-1-1-1-1-1-	+	
						-	
						-	
distant and	-	C				-	
			erCat TC84 Serial #10158 Built 11- oom. Once the PO is received our				
			strator will issue a email providing				
	TEXT LINE		estimated delivery date.				
7 - 00					Total=	\$	13,663.04

The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seg uin Texas
 No purchase order will be accepted for a machine with less than full standard or optional safety equipment.

3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin Texas and delivery is sometimes subject to change due to

conditions beyond the control of Alamo Industrial

Note:

1) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 3 containing the Terms and Conditions, please contact seller so that we may send them to you.

2) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms

Dealer Signature:

Date:



	B	ill To Information			
Name:	Boone County Road and Bridge				
Address:	5551 Tom Bass Road				
City:	Columbia	State:	мо	Zip:	65201
Contact Name:		Greg Eding	ton		
Contact Number:		573-449-85	515		
Contact Email:		gedington@booneco	ountymo.org		
	Sh	ip To Information			
Name:		Boone County Road	l and Bridge		
Address:		5551 S. Tom B	ass RD		
City:	Columbia	State:	мо	Zip:	65201
Contact Name:	Greg Edington				
Contact Number:		573-449-85	515		
Contact Email:	gedington@boonecountymo.org				
	Em	d-user Information			
Agency:	Вос	one County Road and Bridge	e Sourcewell ID# 6	0981	
Address:		5551 S. Tom B	ass RD		
City:	Columbia	State:	мо	Zip:	65201
Contact Number:		573-449-85	515		
Contact Email:		gedington@boonec	ountymo.org		
	Cc	Infirmation Emails			1
Dealer E-Mails for Orde	er Confirmations				
Dealer E-Mails for Adva	nce Shipment Notices (If D	ifferent than above)			
Dealer E-Mails for Invoi	ices (If Different than above	}			
Additional Dealer E-Ma	ils for Invoices (If Different	than above)			
	ranty Registrations (If Differ	ant then all such			

Information Page

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 conditional 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 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>

 Sent: Monday, April 15, 2019 11:44 PM

 To: Robert Wilson <RWilson@boonecountymo.org>

 Cc: Greg Edington <GEdington@boonecountymo.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



2

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.

) -2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	May Session of the April Adjou	rned		Term. 20 19
County of Boone				
In the County Commission of said county, or	n 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:

DNOT AL Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

ed J. Parry

District I Commissioner

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

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

	DocuSigned by:
By:	Marlin C. Syndpa, No.
	DBE52592D58F428
	President
Title	

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by: J.K. Atal

DanielsKcedetaeill, Presiding Commissioner

APPROVED AS TO FORM:	
DocuSigned by:	
Charley & Dollance	
by flues	
Countyblownselor	

ATTEST:
DocuSigned by:
Brianna L Lennon by Mt
Briannashermon. 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:

4/17/2019

1910/2010/2010/2010

Appropriation Account

Date

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 M	ARLIN'S
d/b/a CBM MANA	GED SERVICES

by Mail	Jul -
Printed Name:	Marlin C. Sejnoha, Jr.
Title:	President and CEO
Date:	04/16/2019

SUMMIT FOOD SERVICE, LLC

by: Mali	1. Aught
Printed Mame: _	Marin C. Sejnoha, Jr.
Title:	President and CEO
Date:	04/16/2019

20/-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI County of Boone	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 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 6th, 2019 and ending on November 25th, 2019.

Done this 7th day of May 2019.

ATTEST:

anna X. Alnnon per-

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

ed J. Parry

Sistrict 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 www.SN	IARTRecovery.org							
	Mentor 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): support gi	oup							
W	U () the 5/X/2019-11/28/2019		Q						
	Description of Use (ex. Speaker, meeting, reception): Support gl Hane(s) of Use: 5/2/2019-11/28/2019 Start Time of Setup: 05:30 pm End Time of Event: 07:30 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						
	 To remove all trash or other debris that may be deposit To repair, replace, or pay for the repair or replacement To conduct its use in such a manner as to not unreason To indemnify and hold the County of Boone, its officer damages, actions, causes of action or suits of any kind c settlements on account of bodily injury or property dam organizational use of rooms as specified in this application 	of damaged property including carpet and furnishings ir ably interfere with Boone County Government building s, agents and employees, harmless from any and all clair r nature including costs, litigation expenses, attorney fe- tage incurred by anyone participating in or attending the	g functions. ms, demands, es, judgments,						
	Organization Representative/Title: SMART Recovery Fa	acilitator							
	Rhone Number 573-268-4203	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 Bo MO 65201 or by email to <u>con</u>	one County Commission, 801 E. Walnut, Room 333 mission@boonecountymo.org.	, Columbia,						
	PERMIT FOR ORGANIZATIONAL USE OF BOONE The County of Boone hereby grants the above application for permit above permit is subject to termination for any reason by duly entered	in accordance with the terms and conditions above writ							
	ATTEST:	BOOME COUNTY, MISSOURI	7						
	Bhanna J. Lennon ref	Many commissioner	644*****						

DATE:



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 Reco	very			
Address: 7403 Mentor Ave	Ste F			
Ciry: Mentor	State: OH ZII	, _{Code} 44060		
Phone: 866-951-5357	Website: WWW.SN	/IARTRecovery	y.org	
Individual Requesting Use:				
Facility requested: Chambers Event: Mid Missouri Frien	□ Room 301 □ Room 311 ds and Family supp		□Centralia Clínic e tings	
Description of Use (ex. Speaker, mee	ting, reception): support g	roup		
Date(s) of Use: 5/7/2019-11/2	28/2019- May 4	,2019 - 11	1-25-2019	0
Start Time of Setup: 08:00 pm	AM/RN		t. 08:00pm	AM/PM
End Time of Event: 09:30 pm	AM/PM	End Time of Clean		AM/PM
 To repair, replace, or pa To conduct its use in st To indemnify and hold damages, actions, cause settlements on account organizational use of re 	other debris that may be deposing of the repair or replacement and a manner as to not unreason the County of Boone, its office s of action or suits of any kind of bodily injury or property data oms as specified in this applica	of damaged property in tably interfere with Boc rs, agents and employed or nature including cost mage incurred by anyon tion.	ncluding carpet and furnishing one County Government build es, harmless from any and all ts, litigation expenses, attorne te participating in or attending	gs in rooms. ding functions. claims, demands, y fees, judgments,
Organization Representative/Title: Phone Number: 573-268-420		E IO	10040	
Phone Number: 37 3-200-420	Da	The of Application: $\frac{3727}{7}$	/2019	
Email Address: sokelley53@	gmail.com or skelle	y53@aol.com		
Applications may be submitted i	n person or by mail to the Bo MO 65201 or by email to <u>co</u> r			333, Columbia,
PERMIT FOR ORGANIZ The County of Boone hereby grants t above permit is subject to termination		in accordance with the	e terms and conditions above -	
ATTEST:		BOONE COUN	TY, MISSOURI	11
Branna I. Lennor	1 pt	Nume	V L Allul	///

County Commissioner

Updated 7/17/13

DATE:_

County Clerk